TOWNSHIP OF LAKEWOOD

BIDDER INFORMATION AND SPECIFICATIONS

BID FOR:

Wheeled Refuse Collection Containers

DUE DATE AND TIME:

Wednesday
October 26, 2016
10:30am

TABLE OF CONTENTS

Table of Contents..... 2
Notice To Bidders..... 3
Bid Document Submission Checklist..... 4

BOILERPLATE: INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

Article 1: Introduction and General Information..... 5
Article 2: Submission of Bids..... 6
Article 3: Pricing Information for Preparation of Bids..... 8
Article 4: Brand Names/Standard of Quality/Performance..... 8
Article 5: Interpretation and Addenda..... 9
Article 6: Exceptions to Specifications..... 10
Article 7: Bid Security and Bonding..... 11
Article 8: Statutory and Other Requirements..... 12
Article 9: Insurance & Indemnification..... 18
Article 10: Causes for Rejecting Bids..... 19
Article 11: Method of Award and Contract 20
Article 12: Placement of Orders..... 22
Article 13: Delivery..... 23
Article 14: Returns..... 24
Article 15: Warranty..... 24
Article 16: Payment..... 24
Article 17: Termination of Contract 25
Article 18: Open Public Records Act (O.P.R.A.)..... 26

APPENDIX

New Jersey Business Registration Requirements..... A-1
New Jersey Business Registration Certificates Acceptable Forms.....A-2
Public Works Contractor Registration Certificate.....A-3
Certificate of Insurance Sample.....A-4
Certificate of Authority.....A-5
Agreement/Contract.....A-6-7
Notice regarding Affirmative Action and BRC requirements A-7a-e
+Consent of Surety.....A-8
*Exceptions to Specifications.....A-9
*Mandatory Affirmative Action Language, Exhibit A..... A-10
*Affirmative Action Compliance Notice/Evidence..... A-12
*Americans with Disabilities Act of 1990.....A-13
*Stockholder Disclosure Certification.....A-15
*Acknowledgement of Changes..... A-16
*Non-Collusion Affidavit.....A-17
*Contract Administrator/Subcontractor (if applicable)..... A-18

DETAILED SPECIFICATIONS

*Detailed Specifications..... DS-1
*Proposal Sheet..... PS–1

**Included in bid submittal package*
+Included in bid submittal package only if a bid bond is required

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Yehuda Abraham, Purchasing Agent of the Township of Lakewood, County of Ocean and State of New Jersey, will on Wednesday, October 26, 2016 at 10:30 a.m. in the Township of Lakewood Municipal Building, 231 Third Street, Room A Lakewood, N.J., receive bids for the following:

Wheeled Refuse Collection Containers

There are no Bid or Performance Bond requirements for this bid.

Bidders are required to comply with:

1) Affirmative Action Regulations requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27;
2) P.L. 2004, c. 57 which amends and supplements the business registration provisions of N.J.S.A. 52:32-44.

Required bidder information can be found in the bid documents, which are available for review and pick–up Monday through Friday 9:30 a.m. to 4:45 p.m., excluding holidays, in the Office of Purchasing Any additional information may be obtained from the Office of Purchasing, by calling 732-364 2500 x5971.

By order of
Kathryn Hutchinson, Township Clerk

DOCUMENT SUBMISSION CHECKLIST

BC

The following is a list of documents you will be required to provide during the bid process. Those documents in **"bold lettering"** are required to be submitted with the sealed bid package and **failure to do so will result in rejection of the entire bid.** Those documents listed with an asterisk (*) are included in the Bid Submittal Package" you received when picking up the bid specifications and should be completed and returned in the sealed bid along with other documents listed without the asterisk.

__x__Copy of bidders Business Registration Certificate Pages 15; A2

__x__Copy of subcontractor's Business Registration Certificate Pages 15; A2

__x__*Exception to Specification Sheet (and supporting documentation supplied by the bidder) Pages 10; A10

__x__*Mandatory Equal Employment Opportunity Language Pages 12; A11-A12

__x__*Affirmative Action Compliance Notice, Pages 12; A-13

__x__Affirmative Action Compliance Evidence, either item 1a or 1b indicated on Page A13 (item 1c will be included with the contract documents if awarded and applicable.)

__x__*Americans With Disabilities Act of 1990 Pages 14; A14-A15

__x__*Stockholder Disclosure pursuant to N.J.S.A.52:24.2 Pages 14; A16

__x__*Acknowledgement of Changes To Specifications Pages 14; A17

__x__*Non-Collusion Affidavit complete, signed and notarized, Pages 14; A18

__x__*Contract Administrator and Subcontractor Designation Pages 15; A19

__x__*Bid Proposal Sheet complete and signed Pages P-1

__x_ Signed Agreement Form Pages A6-7

__x_ Compliance with Pages A7a-7e

The undersigned authorized representative hereby acknowledges that the above listed requirements have been submitted.

Company: _____

Name and Title: _____

Signature: _____

"Bold Lettering" (Bid Bond with Surety are applicable; Stockholder Disclosure, Acknowledgement of Changes to Specifications and Bid Proposal Sheet) are mandatory rejections if not submitted and returned in your sealed bid.

(*)Asterisk indicates document is included in the "Bid Submittal Package"

Instructions To Bidders And Statutory Requirements

Article 1 – Introduction And General Information

1-1. The Township of Lakewood, 231 Third Street, Lakewood, Ocean County, New Jersey 08701 invites sealed bids pursuant to the Notice to Bidders. All bidders and interested parties are welcome to attend. Be advised that no determination of award will be made at the bid opening.

1-2. The Township of Lakewood is hereinafter referred to as the "Township", The State of New Jersey as the "State" and the County of Ocean as the "County".

1-3. The front part of this Bid Specification is commonly known as the Boilerplate and contains the instructions to bidders and statutory requirements for all bids. The back part of this Bid Specification contains the Detailed Specification and Bid Proposal Sheet written specifically for this bid. Bidders are required to read and comply with both sections. The Detailed Specifications shall take precedents over conflicting requirements stated within the boilerplate but shall not take precedents over any Addendums issued.

1-4. All bidders will receive:

a. the complete Bid Package that will include the Bid Specification and any unattached documents such as drawings, prevailing wage documents samples when necessary and all other documents and materials that can be supplied by the Township. This package shall be completed and retained by the bidder for reference.

b. the Bid Submittal Package to be completed and returned. It contains copies of the required forms found in the Bid Specification; the Detailed Specifications for quick and easy reference during bid preparation; the Exception to Bid Specification Sheet and the Bid Proposal Sheet. These documents need to be completed properly and in their entirety. Failure to do so may subject your bid to immediate rejection.

1-5. The Bid Proposal Sheet must be completed as instructed in the Detailed Specifications. Unless specifically stated otherwise, this is the only form acceptable. Computer printouts or proposals submitted in a manner not specified will be immediately rejected. Bid Proposal Sheets submitted without an original signature will be immediately rejected.

1-6. For your bid to be considered a formal bid, you may be required to submit additional documents not contained in the Submittal Package such as a Bid Bond, Consent of Surety, a copy of your Public Works Contractor Registration and copies of trade licenses or certifications. Any additional forms required will

be stated on the Bidders Checklist, in the Boilerplate and/or in the Detailed Specifications. Bidders are instructed to make a close and careful review of the "DOCUMENT SUBMISSION CHECK LIST" page 4.

1-7. Additionally there may be other documents required after the formal award of the bid such as Insurance Certificates and Affirmative Action Forms.

1-8. Under advisement of the Department of Community Affairs, Division of Local Government Services and the opinion of the Township Attorney, the Township does not give out the names of the bidders or the estimated cost of any project currently being bid, that has not yet been formally opened and read.

1-9. There is no refund for any fees charged for these specifications if the Township awards a contract. If no award is made the bidder may, with the return of the original bid documents in reasonably good condition, receive the specifications for the rebid free of charge. There is no refund if the bidder chooses not to rebid. If there is no re-bid, the bidder is entitled to a refund with the return of the specifications in reasonably good condition within 90 days of formal council action and in accordance with Township practices.

Article 2 - Submission Of Bids

2-1. Sealed bids shall be received by the contracting unit, hereinafter referred to as "Township," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

2-2. Sealed bids will be received by the designated representative as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

2-3. The bid shall be submitted in a sealed envelope: (1) addressed to Yehuda Abraham, Purchasing Agent, 231 Third Street, Lakewood, New Jersey 08701, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.

2-4. It is the bidder's responsibility that bids are presented to the Township at the time 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 express mail service, the designation in sub-section 2-3 above must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. Even with a delivery service, it is strongly recommended that the

bidder call the Township Purchaser's office well in advance of the opening to ensure that the bid is in their possession.

2-5. 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 shall remain firm for a period of sixty (60) calendar days.

2-6. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

2-7. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

a) 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.

b) 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.

c) Bids by sole-proprietorship shall be signed by the proprietor.

d) When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2-8. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

a) 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.

b) 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.

c) 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.

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

Article 3 - Pricing Information For Preparation Of Bids

3-1. The Township is exempt from local, state and federal sales, use or excise tax.

3-2. Estimated Quantities (Open-End Contracts): The Township 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.5:30-11.2 and 11.10. No minimum purchase by quantity or dollar amount, either by individual order or total contract value is expressed, implied or guaranteed.

3-3. Contractor 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 have included this cost.

3-4. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including but not limited to any charges for packing, crating, containers, shipping and handling, freight, insurance, late payment fees, restocking fees, surcharges including fuel surcharge, and any and all charges not specifically mentioned. 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 for the contractor's convenience. The Township will only pay for those items listed on the Bid Proposal Page at the prices awarded.

Article 4 - Brand Names, Standards Of Quality And Performance

4-1. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

4-2. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.

4-3. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The Township reserves the right to evaluate the equivalency of the goods and services.

4-4. 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 hold the Township harmless from any damages resulting from such infringement.

4-5. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

Article 5 - Interpretation And Addenda

5-1. 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.

5-2. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

5-3. As you read, list your questions in order referencing the page number and line item. Then direct those questions and concerns to the Purchasing Office at 231 Third Street, Lakewood, New Jersey 08701, by phone at 732-364-2500 x5971 or by fax to 732-905-5964 during normal weekdays between 9:00 a.m. and 5:00 p.m. Any questions that cannot be answered with the information already provided in the bid package will be shared with all bidders and answered through an addendum. All questions must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

5-4. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the

specification and bid documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.
5-5. When issuing an addenda, the Township 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 pursuant to N.J.S.A. 40A:11-23c.1.

5-6. Discrepancies in Bids:

a) 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.

b) 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.

5-7. If stated in the Notice to Bidders and/or the Detailed Specifications, a pre-bid conference for this proposal will be held on the date, time and place stated. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

Article 6 - Exceptions To Specifications

6-1. The bidder shall understand that all requirements within these specifications shall be provided as written unless the bidder has taken a specific exception.

6-2. Exceptions must be formally accepted by the Township.

6-3. Bidders are reminded that taking an "Exception" does not automatically indicate that the bidder's proposal is "not equal". Each exception shall be evaluated on its own merit based on the information supplied by the bidder.

6-4. Areas to be considered as exceptions include but are not limited to the bidder's inability or unwillingness to comply with any requirement stated in the complete bid package; or perform exactly as written; or to acquire the necessary required documents; or provide the goods or services exactly as specified or exceeds a specified measurement.

6-5. Any and all exceptions taken to these specifications must be listed on the "Exceptions to Specifications" sheet. One copy is included with the submittal package. Bidders are to reproduce this sheet as necessary and shall attach them to and submit with his bid proposal.

See Appendix Page A9

This form is also included in the bid submittal package.

6-6. Exceptions are to be listed in the order taken, clearly identifying the requirement or equipment, and fully and completely stating the exception.
6-7. Any and all documentation supporting the exceptions must be included with the bid proposal package in accordance with Article 4 - Brand Names, Standards Of Quality And Performance for evaluation purposes.

6-8. If discrepancies are found during the evaluation process between what is specified and what is offered by the bidder, the Township may reject the bid as informal and noncompliant.

6-9. Failure to provide the material described will subject any Bonds held by the Township to forfeiture, or the Township may deduct and retain out of the monies due, or which may become due such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Township may or shall be obliged to pay to procure such supplies from other parties, or as further defined in the Detail Specifications.

The following items 7-1 through 7-5 are only required when stated in the Notice to Bidders and/or the Detailed Specifications. Review the Bidders Checklist to see if the Bid Guarantee and Consent of Surety is required at the time of the bid submittal.

Article 7 - Bid Security And Bonding Requirements
7-1. Bid Guarantee:
The Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of $20,000, payable unconditionally to the Township. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. 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.
Failure to submit a Bid Guarantee when required shall result in rejection of the bid.

7-2. Consent Of Surety:
Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township stating that it will provide said bidder with a Performance Bond in the full amount of the bid.

This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable Surety Company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. A Surety Disclosure Statement and Certification substantially in the form required in N.J.S.A. 2a:44-143.d. shall be included.
Failure to submit Consent Of Surety form when required shall result in rejection of the bid.

7-3. Performance Bond
Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. 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. The Surety on such bond or bonds shall be a duly authorized Surety Company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.
Failure to submit this with the executed contract when required shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

7-4. Labor And Material (Payment) Bond
When required the 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.
Failure to submit a Labor and Material Bond with the Performance Bond when required shall be cause for declaring the contract null and void.

7-5. Maintenance Bond:
Upon acceptance of the work by the Township, the contractor shall submit a Maintenance Bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed _____% of the project costs guaranteeing against defective quality of work or materials for the period of:

_____1 year
_____2 years

Article 8 - Statutory And Other Requirements

8-1. Affirmative Action Certification
If awarded your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The Township must retain the Affirmative Action evidence in their files for review by the Division. The following information summarizes the full, required, regulatory text.

a) For goods and service contracts including professional services contracts, each contractor shall submit to the Township, after notification of award but

prior to execution of a goods and services contract, one of the following three documents:

i. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division of Purchase & Property, CCAU, EEO Monitoring Program (for this section the Division). This approval letter is valid for one year from the date of issuance); or

ii. A Certificate of Employee Information Report (for this section "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid. or

iii. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with the appropriate fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. The Form is provided by the Township when applicable and does not have to be completed and returned with the bid package.

b) For maintenance/construction contracts, after notification of award, but prior to signing a construction contract, the construction contractor(s) shall complete and submit:

i. an Initial Project Workforce Report Form AA-201 provided by the Township upon notification of award. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated.

ii. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA-202 once a month thereafter for the duration of the contract to the Division and to the Township compliance officer. The form can be accessed on the Division's web page.

The Contractor also agrees to cooperate with the Township in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

See Appendix; A10 Exhibit A Mandatory Language; Page A12 Notice/Evidence
The Language & Evidence forms are also included in the bid submittal package

8-2. Americans With Disabilities Act Of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read the Americans With Disabilities language, agree to the provisions of Title II of the Act, and are hereby made a part of the contract. The contractor is obligated to comply with the Act and to hold the Township harmless.

See Appendix Page A13

This form with the language content is included in the bid submittal package

8-3. Stockholder Disclosure

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid such disclosure of said corporation or partnership is submitted. Bidders shall submit 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. The Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

See Appendix Page A15.

This form is also included in the bid submittal package.

Failure to submit a stockholder disclosure document with the bid proposal shall result in a mandatory rejection of the entire bid.

8-4. Acknowledgement Of Changes To Bid Specifications

An Acknowledgement Of Changes To Bid Specifications Form is required for prevailing wage bids for work on real property that are in excess of the amount set forth in N.J.S.A. 40A:11-3 or as calculated by the Governor pursuant to Section 3 of P.L. 1971, c198 and is deemed mandatory pursuant to N.J.S.A. 40A:11-23(1)(a). This acknowledgement has also been deemed mandatory for all other bids pursuant to N.J.S.A. 40A:11-23.2.e.

See Appendix Page A16

This form is also included in the bid submittal package.

Failure to submit the Acknowledgement Of Changes To Bid Specifications document with the bid proposal shall result in a mandatory rejection of the entire bid.

8-5. Non-Collusion Affidavit

A Non-Collusion Affidavit affirming that the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken

any action in restraint of free, competitive bidding for this bid shall be properly executed, attested by a Notary Public and submitted with the bid proposal.
See Appendix Page A17
This form is also included in the bid submittal package.

8-6. Contract Administrator and Subcontractors
Bidders shall declare which corporate officials will personally administrate this contract if awarded. The contract Administrator will be the primary contact. The Superintendent shall be next contact up the corporate ladder should problems be encountered that cannot be resolved. The bidder shall also state any subcontractors he intends to use and provide all documentation related to subcontractors stated in these specifications.
See Appendix Page A18
This form is also included in the bid submittal package.

8-7. Proof Of Business Registration
P.L. 2009, c315 has repealed the requirement of N.J.S.A. 52:32-44 that required each bidder (contractor) to submit proof of business registration with the bid proposal or be rejected as a fatal flaw. Proof of registration is still required and must be in the possession of the bidder prior to the receipt of bids but may now be submitted prior to the award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). The Township reserves the right to require a copy of the registration certificate with the bid proposal as proof of possession of registration at the time of the receipt of bids and to the expediency of awarding a contract. Visit the New Jersey Division of Revenue web page at www.nj.gov/treasury/revenue/busregcert.shtml for further information on obtaining a BRC. A link to the application form at can be found at www.nj.gov/njbgs. The following BRC requirements are still applicable:

a) 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:

i. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

ii. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;

iii. 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.

b) 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.

See Appendix Page A1 Language; Page A2 Acceptable Certificate Samples
Failure to submit a copy of the Business Registration Certificate with a date prior to the bid submittal date shall result in a mandatory rejection of the entire bid.

NOTE: Only when applicable are the following items, 8-8, 8-9 and 8-10 mandatory requirements of the bid proposal and contract. They will be stated in the Notice to Bidders and/or the Detailed Specifications. Review the Bidders Checklist to see a copy of the Public Works Contractor Registration Certificate is required at the time of the bid submittal.

8-8. New Jersey Worker And Community Right To Know Act

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C. 5:89-5 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. All applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished at delivery.

8-9. Prevailing Wage Act

Pursuant to N.J.S.A. 34:11-56.25 et seq. all contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The following apply to the Act and this contract when applicable:

a) The contractor shall be required to submit a certified payroll record to the Township within ten (10) days of the payment of the wages.

b) It is the contractor's responsibility to obtain and submit all subcontractors' certified payroll records within the aforementioned time period.

c) The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c).

d) It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

e) The Department of Labor may from time to time during the term of the contract make changes in the Prevailing Wage Rate. The Township **will not**

amend or authorize any rate increase for that craft. The Contractor however will still be responsible to his employees for the rate increase.

For additional information go to the Department of Labor web site at http://lwd.dol.state.nj.us/labor/wagehour/regperm/public_contracts_general.html

8-10. The Public Works Contractor Registration Act

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted.* The Township reserves the right to require a copy of the registration certificate with the bid proposal as proof of possession of registration at the time of the receipt of bids and to the expediency of awarding a contract. N.J.S.A.34:11-56.55 specifically prohibits accepting applications for registration as a substitute. To register, bidders shall complete an application form and submit it to the Department of Labor. The form is available at http://lwd.dol.state.nj.us/labor/forms_pdfs/lsse/lsse-2.pdf and can be submitted online. There is a fee involved and a 30 day processing time. The following additional requirements apply:

a) The following definitions under the Act apply:

i. Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A.34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

ii. The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

1) "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

2) "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."

3) "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

b) After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification

along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

See Appendix Page A3.

Failure of the bidder, when required, to submit a copy of his Public Works Contractor Registration Certificate and those of all subcontractors, with dates valid prior to the bid submittal date, shall result in a mandatory rejection of the entire bid.

Article 9 - Insurance And Indemnification

9-1. All insurance requirements apply to both the awarded contractor and all subcontractors. The Township of Brick must be listed on all forms as an additional insured except for Workman's Compensation Policies. All insurance forms must be submitted with the signed contracts.

9-2. All coverage shall be with AM Best's rated A or better Insurance Companies only authorized to do business in the State of New Jersey. As evidence of such authorization, the contractor shall submit with the insurance documents a copy of the Certificate of Authority for each named provider.

9-3. All insurance submitted by the awarded contractor is subject to approval by the Township and must remain in full force for the duration of the contract. The contractor shall not take any action under this contract until such approval is given by the Township.

9-4. No acceptance and/or approval of any insurance by the Township shall be construed as relieving or excusing the Contractor or the contractor's surety from any liability or obligation imposed upon either or both of them by the provisions of this contract.

9-5. All insurance policies subject to cancellation, non-renewal, or material reduction in coverage shall be endorsed to provide written notice to the Township no less than 30 days prior. The phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

9-6. The contractor must disclose any policy or coverage with deductibles of $5,000.00 or more.

9-7. The dollar amounts listed are *minimum* limits. These limits and all insurance requirements stated in this section are subject to any additions, deletions or revisions stated in the Detailed Specifications.

a) Commercial General Liability Insurance or its equivalent for bodily injury, personal injury and property damage including loss of use with the minimum limits of:

I. $1,000,000 each occurrence
II. $ 300,000 damage to property
III. $1,000,000 personal and advertising injury
IV. $1,000,000 general aggregate
V. $1,000,000 products/completed operation

b) Business Auto Liability Insurance or its equivalent with a minimum limit of $500,000 per person, per accident, property damage and includes coverage for all of the following:

i liability arising out of the ownership, maintenance or use of any auto
ii Auto non-ownership and hired car coverage
iii Uninsured/Underinsured motorist coverage at a limit no less than statutory limits

c) Excess/Umbrella Insurance or its equivalent with minimum limits of:

i $1,000,000 per occurrence
ii $1,000,000 aggregate for other than products/completed operations and auto liability
iii $1,000,000 products/completed operations aggregate

d) 4).Workers Compensation Insurance or its equivalent with statutory benefits as required by any state or Federal law:

i $500,000 each accident for bodily injury by accident
ii $500,000 each employee for bodily injury by disease
iii $500,000 policy limit for bodily injury by disease

9-8. Bidder shall indemnify and hold harmless the Township, the Mayor, Council, Business Administrator, employees and professionals under contract harmless from and against all claims, suits or actions, 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, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

See Appendix Pages A4 Certificate Of Insurance, A5 Certificate Of Authority

Article 10 - Causes For Rejecting Bids

10-1. All bids may be rejected for any of the following reasons pursuant to N.J.S.A. 40A:11-13.2;

a) The lowest bid substantially exceeds the cost estimates for the goods or services;

b) The lowest bid substantially exceeds the Township's appropriation for the goods or services;

c) The Township Committee decides to abandon the project for provision or performance of the goods or services;

d) The Township wants to substantially revise the specifications for the goods or services;

e) The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;

f) The Township Committee decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).

10-2. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name.

10-3. Multiple bids from an agent representing competing bidders.

10-4. The bid is inappropriately unbalanced.

10-5. The Township had a prior negative experience with the bidder pursuant to N.J.S.A. 40A:11-4(b).

10-6. 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 Township may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b).

10-7. The Township reserves the right to reject any or all bids in whole or in part, to make awards item by item, by parts or in bulk, to waive minor defects in any non-statutory required document, to cancel the contract at any time the foregoing conditions are not complied with or for any good and sufficient reason, if deemed in the best interest of the Township to do so.

Article 11 - Method Of Award And Contract

11-1. If the award is to be made on the basis of a base bid only, it shall be made to that responsive and responsible bidder submitting the lowest base bid.

11-2. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest bid in accordance with the requirements stated in the Detailed Specifications.

11-3. The Township may also elect to award the contract on the basis of unit prices in which case multiple bidders may be awarded.

11-4. All awards for time and material bids will take into consideration both the labor cost and the material cost. All bid prices will be adjusted to reflect one hour labor and a given price on parts to be adjusted according to the basis of award outlined in the Detailed Specifications.

11-5. All tie bids will be awarded at the Townships discretion as authorized and in accordance with N.J.SA. 40A:11-6.1(d).

11-6. All contracts are conditional upon the contractors' compliance with all State, County, and Local laws, rules, regulations and ordinances. compliance with all the terms of this agreement; ability to secure and maintain all required licenses, certifications, permits and other related documents necessary to perform under this contract and the acceptance of the required insurance documents.

11-7. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually as well as union agreements, cooperative contract awards, changes in State laws and regulations, market conditions, the contractors performance and if deemed in the best interest of the Township.

11-8. No less than three copies of the AGREEMENT shall be submitted by the Township to the successful bidder along with a Notice of Award, Resolution of Award and any additional required documents and instructions. Terms of the specifications/bid package along with any addendums, attachments and all other documents submitted, accepted and awarded shall be annexed the signed contracts. Bidder exceptions must be formally accepted by the Township.

11-9. Failure to provide any of the required documents stated in the notice of award with the signed contracts by the time indicated or failure to maintain the required documents during the term of the contract shall constitute a breach thereof and subject to immediate forfeiture of the contract.

11-10. The duration of the contract shall be stated in the Detailed Specifications. If no dates are stated, the contract shall run the minimum time authorized by N.J.S.A. 40A:11-15 beginning on the day after formal award by the Township Committee or upon the conclusion of any current contract due to expire for the identical goods or service.

11-11. The Township reserves the right to extend contracts in accordance with N.J.S.A.40A:11-15. Types of contracts may include any of the following:

a) a one (1) time contract to expire at the completion of the service or delivery of goods.

b) a single multiyear contract (minimum of two (2) years or as otherwise provided for in N.J.S.A.40A:11-15) which may or may not be rebid at its conclusion.

c) a multiyear contract with individual one year contracts to be renewed annually.

11-12. The prices and discounts awarded shall remain firm fixed for the duration of the contract except for those commodities specifically identified and authorized by the State due to a volatile price market and stated as such in the Detailed Specifications, provided that the Detailed Specifications also include a formula for the adjustments that are clearly and explicitly outlined.

11-13. On multiple year contracts the Township reserves the right to cancel the contract at the conclusion of any contract year and re-bid for such goods and services.

See Appendix Page A6 AGREEMENT

Article 12: Placement Of Orders

12-1. All orders will be placed by the Purchasing Department and on occasions by authorized personnel from the using department.

12-2. Absolutely no orders will be processed or given to any Township employee by the contractor without a purchase order first being issued. That confirmation will be the purchase order number being assigned to that order. It is the contractor's responsibility to contact the Purchasing Department if there is any doubt or concern the order received is authorized.

12-3. The Township will make every effort to place minimum orders as outlined in the Detailed Specifications but will not be held to any minimum purchase either by quantity or dollar amount for any single order or total contract.

12-4. At the time of the placement of the order the contractor must notify the Township if any item will be backordered and the estimated time for its delivery.

12-5. All orders must be delivered within 48 hours or as stated in the Detailed Specifications or as otherwise authorized by the Purchasing Agent. In cases where it has been determined by the Township that an order or part requires a

priority shipment and it has been authorized by the Township, the Township will be responsible for the costs associated with the V.I.P or overnight delivery.

Article 13 - Delivery

13-1. All deliveries shall be **F.O.B. destination**.

13-2. All deliveries shall be made Monday through Friday excluding Township observed holidays between the hours of 9:00 a.m. and 5:00 p.m. or as otherwise directed.

13-3. All deliveries must be accompanied with a packing slip showing at minimum, the purchase order number, and for each item delivered the item description or part number and the quantity shipped.

13-4. All delivery slips must be signed by a Township employee authorized to accept shipments. A copy of the delivery slip must be retained by the Township.

13-5. All deliveries must be placed in the building or at a location to be determined at the time of the placement of the order or as required at the delivery site.

13-6. Delivery personnel should be aware that Township employees have pre-assigned duties and may not be available to assist the delivery person with the unloading of any order. Additionally there may not be any Township equipment available to assist in the unloading.

13-7. All packages, etc., when delivered must be plainly marked on the outside as to material, contents and our purchase order number. Failure to comply with this request will constitute proper reason for return of goods at bidder's expense.

13-8. Delivery of all items must be made according to the time set in the Detailed Specifications, unless a written request has been made for an extension of time to the Township, and a written permission has been granted.

13-9. If the person or firm to whom an award is made shall fail to furnish and deliver the supplies and/or equipment within the time specified, the Township may deduct and retain out of the monies due, or which may become due to such person or firm from the Township such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Township may or shall be obliged to pay to procure such supplies from other parties, or as further defined in the Detail Specifications.

Article 14 - Returns

14-1. All costs and arrangements for making returns will be the responsibility of the contractor.

14-2. All returns must be picked up within 48 hours of notification.

14-3. Pick up slips are required for all returns and must be signed by an authorized Township employee. A copy of the signed slip must be retained by the Township.

Article 15 - Warranty

15-1. 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.

15-2. The successful bidder shall guarantee all materials furnished or purchased under these specifications in accordance with the manufacturers standard warranty but in no case less than ninety (90) days all parts and labor or as otherwise defined in the Detailed Specifications.

15-3. The successful bidder shall guarantee all labor and/or services provided for not less than ninety (90) days or as defined in the Detailed Specifications.

15-4. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

Article 16 - Payment

16-1. Payment will be made in accordance with the Township's policy and procedures, Purchase Orders must be issued, all orders, shipments and/or services must be complete, invoices and credit slips must be received and in agreement with the voucher, formal acceptance must be received by the department head of the using department prior to placement on a Bill Resolution.

16-2. Please review Article 3 Pricing Information For Preparation Of Bids for a list of charges not applicable to this bid.

16-3. Invoices and credit slips submitted must list the assigned purchase order number, the item description, quantity delivered, unit price as awarded and the extended amount. Only one Purchase Order Number per invoice, credit slip and packing slip. The Township does not process vouchers from monthly statements.

16-4. All vouchers must be placed on a Bill Resolution to be approved for payment at a formal council meeting. Only complete, properly prepared vouchers with all the above documentation can be placed on the Bill Resolution.

Article 17 - Termination Of Contract

17-1. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Township shall there upon have the right to terminate the 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. Township will pay only for goods and services accepted prior to termination.

17-2. All contract violations will be documented and filed. A written notification will be submitted to the contractor and the contractor will be given an opportunity to respond in writing to the allegations.

17-3. Any contractor whose contract has been terminated for failing to perform, refusal to perform or failure to perform to the satisfaction or expectations of the Township could be barred from being awarded future Township bids under the guidelines of prior negative experience for a period of five (5) years.

17-4. Prior to any new award the contractor will be required to submit evidence that corrective measures are in place to prevent a reoccurrence of the past negative performance

17-5. 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 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.

17-6. 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.

17-7. In case of default by the contractor, the Township may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

17-8. Continuation of the terms of the 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 the contract.

17-9. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Township.

17-10. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township.

17-11. The Township may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor. The decision to cancel does not preclude the Township from rebidding such goods and/or services.

Article 18. Open Public Records Act (OPRA)

18-1. The Township makes available for public inspection the bid of each bidder immediately following the closure of all bids taken during that session. Bidders must take the responsibility to protect themselves, their company, the owners and employees by becoming familiar with the exemptions to the Open Public Records Act listed in N.J.S.A. 47:1A-1 et seq. and properly alert the Township that such documents are enclosed in the bid package.

18-2. Bidders submitting documents that fall into any of the exceptions to O.P.R.A. shall conceal such documents in a separate envelope within his bid package and clearly mark on the outside of the envelope, the bidder name, bid number and/or title of bid, and boldly marked **"DOCUMENTS EXEMPT FROM O.P.R.A."**.

18-3. The Township shall open such envelope prior to the public inspection to ensure the documents are in fact exempt and to ensure the documents have in fact been submitted at the time of the bid when required to be submitted as stated in the bid specifications and listed on the bid checklist.

18-4. Should the Purchasing Agent or his duly recognized representative conducting the bid opening determine that a document is not exempt from O.P.R.A., that document shall immediately become available for public

inspection. Any document that is deemed questionable shall be considered exempt until such time a positive determination can be made.

BID SUBMITTAL PACKAGE

Wheeled Refuse Collection Containers

For your convenience, we have copied and attached hereto, the necessary documents from the complete Bidder Information and Specifications package that are required to be completed and submitted by you, the bidder. THIS PACKAGE MAY NOT CONTAIN ALL THE REQUIRED DOCUMENTS NECESSARY FOR TO IT TO BE CONSIDERED A COMPLETE AND FORMAL BID PROPOSAL.

Any additional documentation you submit with this package to make your bid a complete and formal proposal should be copied and attached to your Bidders Information and Specifications package. The information you submit in this package as your formal proposal must be reflected in your copy of the Bidders Information and Specifications package.

The complete Bidders Information and Specifications package is to be retained by you for future reference. It will also be annexed to your signed contract documents should you be awarded the bid.

Please review the entire Bidder Information and Specifications package for further information.

"New Jersey Business Registration Requirements"

Mandatory Non-Construction Language

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

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

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

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

Mandatory Construction Language

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

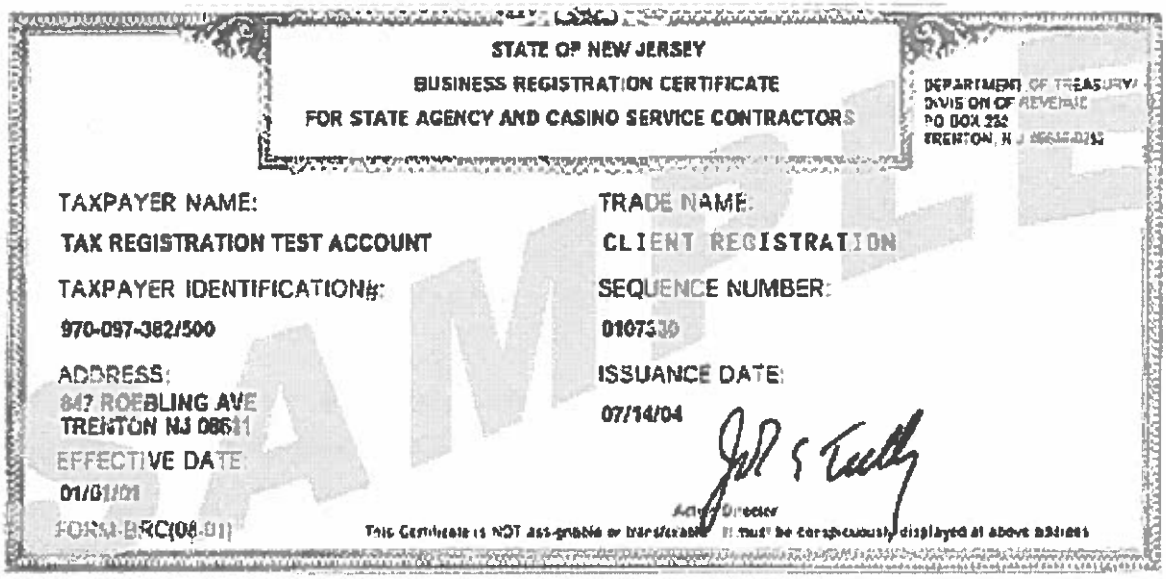
Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

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

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

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

THESE ARE THE ONLY ACCEPTABLE FORMS



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ

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

Acting Director

FORM BRC(08-01)

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

SAMPLE

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

Certificate Number
540063

Expiration Date
10/26/2005

State of New Jersey

Department of Labor and Workforce Development

Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to Public Law 1999 Chapter 238, the Public Works Contractor Registration Act, this certificate of registration, for purposes of bidding on and engaging in public work is issued to

Guardian Crane Equipment

2005

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Thomas D. Carver, Commissioner
Department of Labor and Workforce Development

NOT TRANSFERABLE

CERTIFICATE OF INSURANCE

ISSUE DATE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A Carrier with at least + Best rating & VI Financial Size
COMPANY LETTER	B
COMPANY LETTER	C
COMPANY LETTER	D
COMPANY LETTER	E

INSURED

Your Company And Address

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR	12345			GENERAL AGGREGATE	$ 1000000
					PRODUCTS-COMP/OP AGG.	$ 1000000
					PERSONAL & ADV. INJURY	$ 1000000
					EACH OCCURRENCE	$ 1000000
					FIRE DAMAGE (Any one fire)	$ 50000
					MED EXPENSE (Any one person)	$ 5000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY OTHER				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	12345			STATUTORY LIMITS	
					EACH ACCIDENT	$ 500000
					DISEASE-POLICY LIMIT	$ 500000
					DISEASE-EACH EMPLOYEE	$ 500000
A	LIQUOR LIABILITY	12345				$ 1000000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The entities and individuals listed on Exhibit "A" are hereby collectively named as additional insureds with respects to the foregoing General Liability and Liquor Liability coverages.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (6-94)

State of New Jersey

DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 16, 2003 NAIC COMPANY CODE: 14168

THIS IS TO CERTIFY THAT THE HARLEYSVILLE MUTUAL INSURANCE COMPANY OF HARLEYSVILLE, PENNSYLVANIA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2004, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BY THE FOLLOWING NUMERALS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 20, 22 AND 26.

PROPERTY/CASUALTY COMPANY
N.J.S.A. 17:17-1

1. Fire & Allied Lines
2. Earthquake
3. Growing Crops
4. Ocean Marine
5. Inland Marine
6. Workers' Compensation & Employers' Liability
7. Automobile Liability (BI)
8. Automobile Liability (PD)
9. Automobile Physical Damage
10. Aircraft Physical Damage
11. Other Liability
12. Boiler & Machinery
13. Fidelity & Surety
14. Credit
15. Burglary & Theft
16. Glass
17. Sprinkler Leakage & Water Damage
18. Livestock
19. Smoke or Smudge
20. Physical Loss to Buildings
21. Radioactive Contamination
22. Mechanical Breakdown/Power Failure
23. Other (see reverse side)

N.J.S.A. 17B:17-4

26. Accident and Health

N.J.S.A. 17:17-1(g) and N.J.A.C. 11:7-1.1 et seq.

27. Municipal Bond Insurance

LIFE INSURANCE COMPANY
Title 17B

28. Life
29. Health
30. Annuities
31. Variable Contracts
32. Other (see reverse side)

OTHER COMPANIES
N.J.S.A. 17:46B-1 et seq.

33. Title Insurance

N.J.S.A. 17:44A-1 et seq.

34. Fraternal Benefit Society

N.J.S.A. 17:48A-1 et seq.

35. Residential Mortgage Guaranty Insurance

36. Commercial Mortgage Guaranty Insurance

SPECIAL CONDITIONS

40. Non-participating Insurance Only
50. Reciprocal Exchange
60. Reinsurance Only
70. Participating Business Requirements
80. Capital & Surplus Guarantee (see reverse side)
99. (see reverse side)

SAMPLE

HOLLY C. BAKKE

COMMISSIONER

STATE OF NEW JERSEY BANKING AND INSURANCE

Please complete all identifying information in the agreement below (leaving the dates to be determined), sign and submit three originals. This agreement will be countersigned by the Township representative and become the binding agreement between you and the Township.

AGREEMENT FOR WHEELED REFUSE COLLECTION CONTAINERS

THIS AGREEMENT made the day of in the year 2016, between the Township of Lakewood, hereinafter called the Township, and

, hereinafter called the Contractor.

[name and address of vendor]

WITNESSETH

The contract documents shall consist of the Bidder Information and Specifications Documents and attachments, hereinafter referred to as BISD, which include the Contractor's proposal, as accepted by the Township Committee, all addenda, the Township Committee Resolution of Award and this Agreement form of Contract. If the award of this contract was done pursuant to a solicitation of quotes from vendors, the language utilized in soliciting the services, goods and price shall be incorporated herein. They are as fully a part of this Agreement as if hereto attached or herein repeated. Further, the Township and the Contractor, for the consideration hereinafter specified, agree as follows:

DISCRIMINATION

It is agreed that the contractor shall comply with the Affirmative Action Regulations requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27; and the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.) as amended and supplemented from time to time.

SCOPE OF WORK

The Contractor covenants and agrees to provide all material and/or all services awarded to him in compliance with the BISD.

TERM OF CONTRACT

The term of this contract shall be beginning on the date of award that day being and conclude on

PAYMENT

The Township agrees to pay the contractor for said materials or services when delivered or performed, in accordance with the said BISD. Payments to be made in accordance with the Townships usual requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the Township reserves the right to reduce or increase any or all of the quantities in each item at the unit price bid. Acceptance of the final payment by the contractor shall be understood to be a release in full of all claims against the Township arising out of the materials and/or services furnished under this contract.

LIQUIDATED DAMAGES

The contractor shall be liable to the Township for all expenses, losses, damages, as determined by the Business Administrator, incurred in consequence of any defect, omission or mistake of the contractor, his subcontractors, agents or employees, or for the making good thereof.

If the contractor is permitted to finish the work after the specified period of completion, the Township shall have full authority to and may deduct and retain from any payments due the contractor an amount to be determined by the Business Administrator and approved by the governing body of the Township for each calendar day thereafter that the contract remains uncompleted, all as liquidated damages, and not as a penalty, to defray reasonable loss to the Township due to failure to complete the work in the stipulated time.

THIS CONTRACT shall be binding upon the Township, its successors and assigns, and upon the Contractor, its successors and assigns, heirs, executors or administrators.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by Menashe Miller, Mayor.

ATTESTED BY Kathryn Cirulli, Township Clerk and the Township of Lakewood seal to be hereunto affixed, and the contractor hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above mentioned.

TOWNSHIP OF LAKEWOOD:

SIGNED: _____

Menashe Miller, Mayor

ATTEST: _____

(SEAL) Kathryn Hutchinson, Township Clerk

CONTRACTOR

SIGNED BY:_____

SIGNATURE:_____

TITLE :_____

ATTEST: _____

(SEAL) **NOTE: Attach additional signature sheets in the above form if necessary.**

IMPORTANT NOTICE

New Jersey state regulations require vendors to furnish two documents before entering into a contract with a municipality. In order to expedite the process and enable both you and the Township to work together as soon as possible, please provide the two documents cited below *together with your bid submission*.

[A]
The Mandatory Equal Employment Opportunity language in N.J.S.A. 10:5-31 ET SEQ., N.J.A.C 17:27, pages A12-13 in your bid package, reads:

"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:

1. Letter of Federal Affirmative Action Plan Approval [from the Office of Federal Contract Compliance Programs (Attachment 1) [or on the web at https://www.dol.gov/ofccp/regs/compliance/faqs/faapfaqs.htm]
2. Certificate of Employee Information Report [a certificate from the State Treasurer's Office (see Attachment 2)
3. Employee Information Report Form AA302 (Attachment 3) or on the web at http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf]

[B]
The vendor's NJ Business Registration Certificate (BRC) is required pursuant to (P.L. 2009, c315 to N.J.S.A. 52:32-44).

Vendors who do not yet have a BRC may file for one on-line at http://www.state.nj.us/treasury/revenue/busregcert.shtml

Sample Federal Letter of Approval

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract Compliance Programs
Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108

SAMPLE

February 27, 20__

Dear _____

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

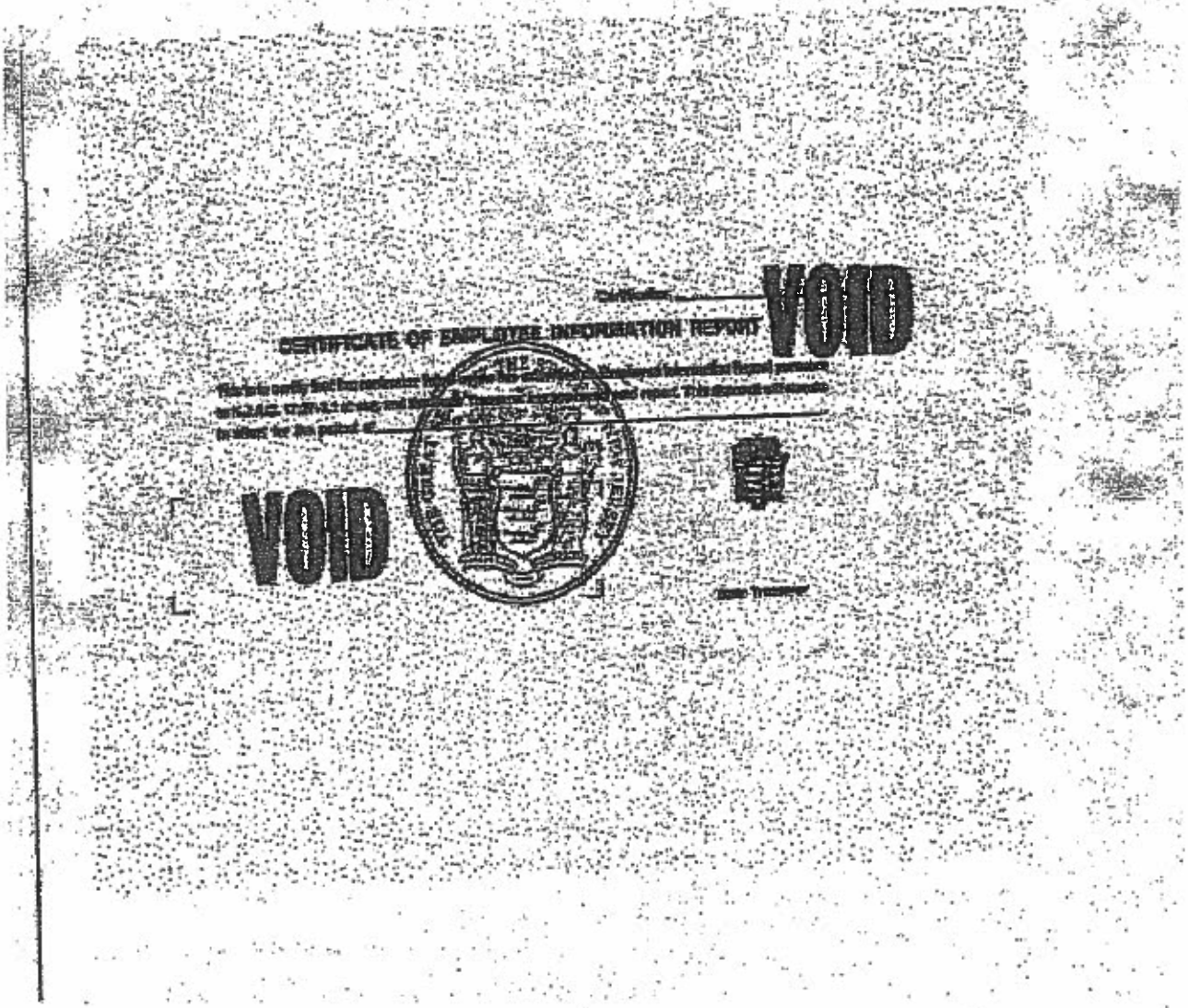
We found no apparent deficiencies or violations of Executive Order 11246, as amended., Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



Form AA302
Rev. 1/00

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A — COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 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 THIS COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ 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 AWARDING CONTRACT | CITY | COUNTY | STATE | ZIP CODE

OFFICIAL USE ONLY	DATE RECEIVED	ENABL. 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										
				MALE					FEMALE					
	COL. 1 TOTAL (COLS. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Office 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?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
FROM: TO:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED?
MO | DAY | YEAR

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)

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP; PINK - PUBLIC AGENCY; GOLD - VENDOR

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 – Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 – Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or "N/A".

ITEM 7 - Check the box appropriate to your type of company establishment. "Single establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employees in more than one job category. DO NOT attach an EEO-1 Report.

RACIAL/ETHNIC GROUPS WILL BE DEFINED:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaska Native: Persons having origins in any origins in any of the original people of North America, and who maintain cultural identification through tribal affiliations or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.
Non-Minority: Any persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN THE GOLD COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT THE PINK COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES TO:

NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475

CONSENT OF SURETY

- - - ONLY WHEN REQUIRED - - -

REVIEW NOTICE TO BIDDERS, BIDDERS CHECK LIST AND DETAILED SPECIFICATIONS

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

TO: The Township of Lakewood

Re: _____

(Contractor)

_____

(Project Description)

This is to certify that the _____

(Surety Company)

will provide to the Township of Lakewood 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.

EXCEPTIONS TO SPECIFICATIONS SHEET

BC_____

Bidders are to fully and accurately complete this form. If no exceptions are taken, the word **"NONE"** shall appear. If exceptions are taken, the item number in that category shall be listed first, then the exception to that item as stated in the specifications. All supporting material must be submitted. Bidders are to reproduce this form as need be.

NAME OF COMPANY:_____

SIGNATURE:_____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) And N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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
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.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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company: _____

Name & Title: _____

Signature: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency and the State of New Jersey, Division of Purchase Property Contract Compliance Audit Unit EEO Monitoring Program (hereinafter the "Division"), after notification of award but prior to execution of a goods and services contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (This approval letter is valid for one year from the date of issuance);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed initial Employee Information Report, Form AA-302 as submitted to the Division with the assigned fee.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. It is not required to be submitted with the bid documents at the time of the bid opening.

The successful vendor(s) must submit the copies of the AA302 Report to the Division. The Public Agency copy is submitted to the public agency, and the Contractor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

DATE: _____ COMPANY: _____

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Lakewood (hereafter the "Township") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42U.S.C. S121 01* et seq.*)* which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the *Township shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company: _____

Name & Title: _____

Signature: _____

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business_____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Subscribed and sworn before me this
____day of _____ 20____ _____
(Affiant)

(Notary Public) _____
(Print Name and Title)

My Commission Expires: (Corporate Seal)

ACKNOWLEDGEMENT OF CHANGES

2016WHEELED REFUSE COLLECTION CONTAINERS

Pursuant to N.J.S.A. 40A:11-23(1)(a), 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 unit's record of notice to bidders s hall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number or Title of Addendum	How Received (mail, fax, picked up)	Date Received

Acknowledgement by bidder:

Write the word ***"NONE"*** if no addendums have been issued_____

Name of Bidder:_____
By Authorized Representative:

Signature:_____ Date:_____

Print or Type Name and Title:_____

IF YOU DO NOT COMPLETE THIS FORM PROPERLY, YOUR ENTIRE BID WILL BE REJECTED

NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY : ss:
COUNTY OF :

I, _____ residing in _____
(name of affiant) **(name of municipality)**

In the County of _____and the State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____of the firm of _____
(title or position) **(company submitting bid)**

the bidder making the Proposal for _____
(title of bid)

and that I executed the said Proposal with full authority so to do; 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 Township of Lakewood relies upon the truth of the statements 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 _____.
(company submitting bid)

Subscribed and sworn to
before me this

_____day of _____, 20____

_____
Notary Public of

My commission expires _____ 20____

Firm_____

Name_____

Title_____

Signature_____

CONTRACT ADMINISTRATOR AND SUBCONTRACTOR DESIGNATION

Please give the name of the contract administrator (primary contact) who will give personal attention to the work whenever required and that of the project superintendent who oversees and is responsible for the successful completion of the entire project.

CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax _____

SUPERINTENDENT:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax _____

SUBCONTRACTORS TO BE USED FOR THIS CONTRACT
(STATE "NONE" IF NONE)

Business Registration Certificates must be submitted with the Proposal. It is requested that all other certificates for the contractor and all subcontractors be submitted with the proposal in the interest of expediency of the contract.

Subcontractor 1. _____

Address: _____

Contact _____

Phone: _____ Fax _____

Subcontractor 2. _____

Address: _____

Contact _____

Phone: _____ Fax _____

(Copy and attach additional sheets if necessary)

SPECIFICATIONS

95-Gallon Universal Container
Z Option

INSTRUCTIONS: Bidders are to fill out this form completely, noting any and all discrepancies. If a clause is met exactly, so state. If an **OR EQUIVALENT** and/or **EXCEPTION** are being proposed, mark an **EXCEPTION** for that item and state specifically on the **EXCEPTION SHEET** what is being offered. Manufacturers' brochures **WILL NOT SUFFICE**.

Duration of Contract: The duration of this contract shall be for a maximum of two (2) years and shall take effect from date of award until two (2) years from that date.

Quantity: The quantity of this contract shall be from 1- 20,000 units.

A. GENERAL:

1. The container shall be designed for the collection of solid waste material. The container shall meet ANSI Z245.30-1999 and ASNI Z245.60-1999 Type Comb/Grabber specifications. The container must be manufactured under strict ISO 14001 Certification guidelines. This specification has been selected by the department for the following reasons:

2. (1) Durability (2) Stability in windy conditions (3) System wide aesthetics (all sizes the same basic design (4) Ergonomics (Efficient footprint to allow for easy garbage storage and passage through doorways and gates) (5) Molding Process – Injection Molded Only.

COMPLY
yes no
_____

3. Bid container must be manufacturer's latest design.

COMPLY
yes no
_____

4. The container shall be provided with adequate wheels and handle to permit pushing or pulling with little effort.

COMPLY
yes no

5. The Container shall be designed to dump into standard rear load garbage truck, manual side loader, front load garbage truck, fully automated refuse vehicle, or a recycling vehicle meeting ANSI approved lifters.

COMPLY
yes no

B. **MATERIALS:**

1. The body and the lid of the container shall be formed from the same molding process using first quality high-density polyethylene. Polyethylene resin shall be one hundred percent (100%) Virgin material. Off-Spec or Wide-Spec material is not acceptable. Bidder must submit manufacturer's material specification with bid. If specified herein, the container may be manufactured with up to 15% post-consumer recycled polyethylene.

2.

COMPLY
yes no

3. All material must be **hot compounded** and is the only acceptable procedure. Dry blending of material is unacceptable. Bidder must supply name, address and serial number of equipment.

COMPLY
yes no

4. Material must be **UV stabilized** for maximum protection. No less than .5% (one half of one percent)

COMPLY
yes no

C. **CONTAINER BODY DESIGN:**

1. The container shall be a minimum ninety-five (95) gallons, excluding the domed lid. Upper front and side body walls shall be uniform in wall thickness from the ground to the gussets. Back body wall shall be straight from the wheel well to the gussets with uniform wall thickness.

COMPLY
yes no

2. The body walls shall have a slight taper so that the top of the body is slightly larger than the bottom for nesting during shipment.

COMPLY
yes no
_____

3. The Frontal Lip to receive the lifting mechanism is to be of an in-molding locking design and be reinforced with in molded honeycomb support webs. The lower bar envelope must be a 1" steel free-floating bar. Molded-in bars are unacceptable. The lower bar must have a "one way" mounting feature. Retention of the lower bar with two (2) corrosion metal drive rivets is unacceptable. Lower bar must be capable of field replacement.

COMPLY
yes no
_____

4. The container shall be capable of accommodating a maximum of three hundred forty (335) pounds, excluding the weight of the container.

COMPLY
yes no
_____

5. Minimum wall thickness of the body shall be no less than 0.160 inch. Weight when empty shall be a minimum of forty (40) pounds, fully assembled.

COMPLY
yes no
_____

6. Interior and exterior surfaces shall be smooth, non-porous, uniform in appearance, and free of foreign substances, shrink holes, cracks, blowholes, webs, and other superficial or structural defects that could adversely affect the appearance and performance of the container. It shall not support combustion or bacterial growth.

COMPLY
yes no
_____

7. The body of the container shall have a 3/8" molded-in wear strips to withstand abrasion and wear associated with street contact during moving and lifting. Add-on wear pads or abrasion strips that are concaved at the inside bottom of the container are not acceptable.

COMPLY
yes no
_____

D. **LID, HINGES, HANDLES:**

1. Each container shall be equipped with a convex shaped lid designed to continuously overlap the body. It shall be designed to prevent rainwater and rodents from entering the container.

COMPLY
yes no
_____

2. The lid shall be of one-piece construction with two (2) oblique handles on the front corners for easy opening. Lids that must be opened manually by grasping the edge of lid are unacceptable. Bolted on handles are unacceptable.

COMPLY
yes no
_____

3. The lid hinge shall be attached to the handles at three (3) points with rust-proof plastic fastener system. Bolted or screwed on lid hinges are unacceptable.

COMPLY
yes no
_____

4. The lid should open to a position 270 degrees from the closed (horizontal) position and hang open without stressing the lid or container body.

COMPLY
yes no
_____

5. For safety reasons, when opening the lid manually, hands should not come in contact with the front base of the lid.

COMPLY
yes no
_____

6. The lid shall have an in-molded rim on the underside circumference to serve as a vector barrier and condensation collector.

COMPLY
yes no
_____

7. The lid shall be designed to enable the free and complete flow of refuse from the container during the dumping cycle.

COMPLY
yes no
_____

E. <u>WHEELS AND AXLES:</u>

1. Each container shall be fitted with a minimum 3/4" diameter, cold-rolled, galvanized steel axle which shall be mounted in the cart body through yokes molded into the cart body and providing a smooth bearing surfaces.

COMPLY
yes no
_____

2. Each container shall be equipped with two (2) Bi-Material Thermoplastic Elastomer (TPE Tread and HDPE Hub) Plastic molded/ snap-on wheels (Quiet Wheels), rated for 200 lbs. load per wheel. Wheels with palnut attachments are not acceptable. Wheel diameter shall be a minimum of ten (10") inches.

COMPLY
yes no
_____

F. **<u>STABILITY:</u>**

1. The containers, when empty, shall be stable and not blown over in winds from any direction up to forty-three (45) mph. The lid has to remain close in wind up to twenty-five (25 mph) Certified wind tunnel testing must be provided with bid.

COMPLY
yes no
_____

2. The container (whether empty or full) shall remain in the upright position when the lid is thrown open.

COMPLY
yes no
_____

G. **SAFETY:**

1. The container shall be free from sharp corners, edges, points, or other structures that could represent a hazardous nuisance.

COMPLY
yes no
_____

2. The container body and lids shall be manufactured from materials that may be recycled at the end of the useful life.

COMPLY
yes no
_____

H. **REFERENCES:** Bidder must supply (5) municipal references, in (5) different areas, of 10,000 containers of like design, in service a minimum of (3) years.

COMPLY
yes no
_____

I. **COLOR:**
Color shall be _____GREEN_____

COMPLY
yes no
_____

J. **MARKINGS:**
Container must have __TOWNSHIP LOGO_____

COMPLY
yes no
_____

K. **WARRANTY:**

1. Minimum ten (10) year warranty. The container shall be warranted to be free from manufacturing or materials defects for non-prorated replacement for 120 months from delivery date.

COMPLY
yes no
_____

L. **POINT OF MANUFACTURE:**

1. The Bidder certifies a sub-contractor or out of house control, will not manufacture container body or lid.

COMPLY
yes no
_____

2. If Bidder is a distributor or dealer, then the Bidder must include a statement from the manufacturer that owns the brand, that all container bodies and lids will be manufactured by its own majority owned plants and not subcontracted.

COMPLY
yes no
_____

3. Describe any sub-consultants to be used. Subcontracting of any portion of this purchase is absolutely forbidden without first obtaining prior written consent from the Township Manager.

COMPLY
yes no
_____

M. Dimensions

1. *Containers shall be designed and manufactured in accordance with dimensional requirements listed below.*

DIMENSIONS

Overall Height	**44 ½"**
Overall Width	**25 1/8"**
Overall Depth	**34 3/8"**
Wheel Diameter	**10"**

COMPLY
yes no
_____

N. Resin Pricing Increase/ Decrease Agreement:

The contract pricing resulting from this "Invitation to Bid" shall be binding for ninety (90) days from the date of the award of the contract, and shall be reviewed each ninety (90) days thereafter throughout the term and conditions of said contract. Should the market price of resin increase or decrease from the initial unit price, the increase/ decrease for future orders will be passed on to the Township after the initial order.

COMPLY
yes no
_____

O. Confidential Information:

Each bidder must supply, with their bid in a separate sealed envelope, 1. The total weight of resin used in the body and lid only of each size container. 2. The cost of the resin per pound on which the bid is based. 3. Certified documentation from the resin manufacturer, confirming the price per pound. All documentation will be held in strict confidence and considered Confidential Material.

COMPLY
yes no
_____

Bid Proposal Sheet

Purchase and Delivery
of
Wheeled Refuse Collection Containers

In accordance with the bid specifications the undersigned agrees to provide the following:

Cost per unit for: **Wheeled Refuse Collection Containers**

$_____

By signing below the bidder hereby certifies that 1) he has carefully examined the Bidders Information and Specifications and agrees that all requirements within these specifications shall be provided as written except as indicated on the Exceptions to Specification Sheet; 2) he is authorized to act on behalf of the corporation in responding to requests for submissions of bids and proposals and agrees to provide said services/goods for the prices listed above;

Company: _____License Number_____

Address: _____

Phone: _____ Fax: _____

Name: _____

Title: _____

Signature: _____

E-Mail: