

TOWNSHIP OF HARDING

MORRIS COUNTY

NEW JERSEY

**CONTRACT FOR
MUNICIPAL SALT SHED**

BIDDER: _____

ADDRESS: _____

TEL. NO: _____

FAX. NO: _____

E-MAIL _____

TOWNSHIP OF HARDING

MORRIS COUNTY

NEW JERSEY

CONTRACT

MUNICIPAL SALT SHED

HARDING TOWNSHIP COMMITTEE

**TIMOTHY JONES, MAYOR
CHRISTOPHER YATES, DEPUTY MAYOR
NIC PLATT, COMMITTEEMAN
NICOLE LACZ, COMMITTEEWOMAN
RITA CHIPPERSON, COMMITTEEWOMAN**

BUSINESS ADMINISTRATOR

Robert Falzarano

TOWNSHIP CLERK

Lisa Sharp, RMC

TOWNSHIP ATTORNEY

Mark Roselli, Esquire

CHIEF FINANCIAL OFFICER

Himanshu R. Shah

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NOTICE TO BIDDERS

The Township of Harding invites sealed bids for:

Sealed bids will be opened and read in public for consideration by the Township of Harding, New Jersey 07976 on April 6, 2022 @ 11:00 am prevailing time. Please be advised that bids for the above referenced project must be submitted to the Township no later than April 6, 2022, at 11:00 am. They may be mailed or via courier such as Fed-ex, UPS, or hand delivered to the Township, where an employee will accept the package.

The bids will be opened on April 6, 2022 at 11:00 am. All bids shall be presented to the Township of Harding by parties bidding or their agents previous to the time designated, or when called for by the Township of Harding.

If you are interested in downloading Bid Specifications, please go to the website www.hardingnj.org and drop down “Documents and Forms” and scroll down to Bid Notices. You may download the specifications for free. If you do not have internet connection and need a copy of the specifications, please make all requests to the Township Clerk at 973-267-8000 ext. 711 between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. **Bids shall be made on the standard proposal form and be enclosed in a sealed envelope addressed to the Township Clerk at the above address. The name and address for the bidder and the name of the item must be printed on the face of all envelopes. Bid package should not be disassembled or duplicated. One original, one (1) copy, and a CD/Flash drive of the bid proposal must be submitted. Bids will be rejected if not submitted within time, date and at place designated.**

In all cases, in which a bid is delivered by public or private mailing, or hand delivered, the following address and notation shall appear prominently on the front of the outside envelope:

**Re: CONTRACT
MUNICIPAL SALT SHED**
Office of Township Clerk
Township of Harding
21 Blue Mill Road
New Vernon, NJ 07976

The bid documents shall be placed in an inside envelope which shall have the following endorsement in the upper right corner of the envelope:

**RE: CONTRACT
MUNICIPAL SALT SHED
April 6, 2022
11:00 A.M.**

Bidders who elect to utilize public or private mailing for delivery of bid assume the burden of correctly addressing the envelope.

The guaranty accompanying the bid proposal shall be given in the amount of ten percent (10%) of the maximum delivered price, but not to exceed twenty thousand dollars (\$20,000) and may be given at the option of the bidder by a certified check or a bid bond from a reputable insurance company licensed in the State of New Jersey. Bidders shall comply with the Affirmative Action Requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), as amended from time to time, the Americans with Disabilities Act, and N.J.S.A. 52:25-24-2 P.L. 1977, Chapter 33.

The Township Committee reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township Committee reserves the right to waive informalities as the Township may deem to be in its best interest.

All Contract documents are to be submitted intact in accordance with bidder's checklist. All erasures, interpolations, and other physical changes in the bid form shall be signed or initialed by the bidder.

By the order of the Township of Harding
Lisa Sharp
Township Clerk

Publish Date: March 3, 2022

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF HARDING

(Name of Local Contracting Unit)

MUNICIPAL SALT SHED

(Name of Construction/Public Works Project)

(Project or Bid Number)

The bid document is to be returned in the exact same page order that it was received in.

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required with Submission Of Bid (Township's checkmarks)	Initial each item Submitted with Bid (Initial each item)
√ A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
√ A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
√ A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
√ If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
√ Corporate Disclosure Statement	

**B. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b.)**

Required with submission of bid (Township's checkmarks)	Initial each item submitted with bid (Bidder's initials)
√ A Bid Proposal Form	
√ Bidder's Qualification Sheet	
√ Checklist of required documents signed below	
√ Experience Sheet	
√ A Business Registration Certificate	
√ American with Disabilities	
√ Proof of Insurance	

Required with submission of bid (Township's checkmarks)	Initial each item submitted with bid (Bidder's initials)
√ Affirmative Action Requirements	
√ Bidders Personnel	
√ Submission of a Non-Collusion Affidavit (this form must be Notarized)	
√ Resolution of Authorization if Bidder is a Corporation	
√ Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
√ Corporate Resolution (if applicable)	
√ Disclosure of Investment Activities in Iran	

Check Box 1

MUNICIPAL SALT SHED CONTRACT

The following items, as checked, shall be required after award of the contract:

Performance Bonds	_____√_____
Certification of Insurance	_____√_____
Signed Contracts	_____√_____
Maintenance Bond	_____√_____
State Public Works Contractors Registration	_____√_____

If you are chosen as the lowest responsible bidder, you will be required to provide the Township with a copy of the State Public Works Contractors Register Certificate. This certificate must be dated on or before the date this bid is submitted.

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements, and reviewed entire bid package

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

GENERAL BID SCHEDULE

- **Advertisement Date:** March 3, 2022
- **Pre-Bid Meeting:** None
- **Questions from Vendors Cut-off:** March 21, 2022
- **Bids Submission Date:** April 6, 2022
- **Bid Opening Date:** April 6, 2022 11:00 am
- **Award Date (Estimate):** April 11, 2022
- **Project Start date (Estimate):** June 2022
- **Project End date (Duration of Contract _120_ Days)**

BIDDER'S QUALIFICATION STATEMENT

1. How many years have you been in business under your present business name?

2. Have you, your organization, partners, or officers failed to complete a municipal contract or defaulted under any such contract? If yes, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)

3. Did you, your organization, partners, or officers ever withdraw your bid after being designated the lowest bidder on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)

4. Have you, your organization, partners, or officers been a party to any lawsuits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

5. Are there any unsatisfied judgments recorded against you, your organization, partners, or officers? If so, give details, including the name and the address of each judgment creditor and the amount of each judgment.

6. The period of time you, your organization has been continuously engaged in this type of development, operation, and maintenance program in New Jersey under the name in which the proposal is submitted.

Any information submitted in the Bidder's Qualification sheet which is false or misleading may be grounds for disqualification of the bidder and rejection to his bid.

MUNICIPAL SALT SHED CONTRACT

INFORMATION FOR BIDDER

DEFINED TERMS

Wherever the words defined in the Article or pronouns in place of them are used in the Contract and the Specifications, their intent and meaning shall be interpreted as follows:

Township

The Township of Harding, a Municipal Corporation of the State of New Jersey with principal officials at 21 Blue Mill Road, Harding, New Jersey, being the party of the first part, or any officer or agent duly authorized to act on its behalf.

Contractor

The party of the second part designated in the contract entering the contract for the performance of the work required by it acting directly or through agents or employees.

Contract

The agreement covering the performance of the work, together with all supplementary documents, including Notice to Contractors, Information for Bidders, Proposal, Executed Contracts, General Conditions, Specifications including General Specifications, Technical Specifications and Supplemental Specifications, if any, are to be treated as one instrument whether or not set forth at length in the form of the contract.

Subcontractor

Any individual, firm, partnership, or corporation having a direct contract with the contractor for doing work or for furnishing material, worked to a special design according to the Plans or Specifications of this work, but not including those who merely furnish material not so worked.

Specifications

All of the specifications and modifications thereof appended hereto, pertaining to the method or manner of performing the work or to the quantities or qualities of materials to be furnished.

As Directed, As Required, Etc.

Wherever in the specifications the words “as directed”, “as required”, “as permitted”, or words of like import are used, it shall be understood that the direction, requirements, or permission of the designated contact person for each site is intended, and similarly the works of like import, shall mean approved by or acceptable and satisfactory to the contact person for each site.

MUNICIPAL SALT SHED CONTRACT

RECEIPT OF BID: Bids will be opened at the time and place specified in the "Notice to Bidders". The Township suggests that all bids be delivered by hand to the Municipal Clerk at the Municipal Building and takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services. No bids will be accepted after the time designated for the opening of bids.

BID FORM: Bids must be submitted on the "Bid Proposal" form which is included in the bid package. All blank spaces must be filled in. All proposals shall be typewritten or penned on the forms. Unit prices and totals must be inserted in the space provided. Insert N/A in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the bidder in ink. Failure to comply may be cause for rejection of the bid. Where discrepancies occur between the unit figure and the extension, the unit price will prevail.

SIGNATURE ON BID FORM: The bid proposal must be signed by the individual bidder and his signature witnessed by another person. If the bidder is a partnership, all partners must sign, and their signatures witnessed by another person. If the bidder is a corporation, the bid must be signed in the name of the corporation by a chief executive officer and witnessed by a recording officer.

BONDS OR SECURITY REQUIRED:

BID SECURITY: Refer to the Checklist of Required Documents to see if bid security is required for the attached proposal. The amount and type of bid security is stated in the advertisement and Notice to Bidders. The required security must be in the form of a certified check, cashier's check, or surety bid bond of the Bidders, payable to the Township. The amount of the bid security shall be 10% of the total bid, but not more than \$20,000. If the Bid security is in the form of a surety bid bond, said surety shall be licensed to conduct business in the State of New Jersey and named in the current list of "Surety Companies Acceptable on Federal Bonds", as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful bidder will be retained until he/she has executed the Agreement and has furnished the required contract security within 10 days of the Notice of Award. The Township may annul the Notice of Award and the bid security of that bidder will be forfeited.

Bid Security will be returned to all except the three apparent lowest bidders within ten (10) working days after the opening of bids, and to the three lowest bidders within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

PERFORMANCE BONDS: When required as part of the contract documents, the awarded vendor shall within ten (10) days after the award of the contract, obtain, pay for and deliver to the Township of Harding, a performance bond for one hundred percent (100%) of the total contract sum satisfactory to the Township and executed by a surety company licensed to do business in the State of New Jersey. Such a bond shall bear the same date as, or dates after the date of the contract. The said bond shall assure fulfillment of the contract in all respects and shall provide for payment in the event of the contractor's failure to perform all obligations according to the contract and make full reimbursement to the Township of Harding for all expenses incurred in making good any default. This bond shall also contain a waiver of notice being required for alternations, additions, deductions, extensions of time or other modifications of the contract as ordered.

MAINTENANCE BONDS: Before final payment is made (if applicable), the contractor shall furnish a surety maintenance bond in a sum equal to ten percent (10%) of the final adjusted contract amount. The bond and the surety corporation shall be satisfactory to the Township of Harding and the bond shall remain in **full force a period of two (2) years from the date of final payment for the work by the owner**, all materials furnished that were not furnished to the terms of the contract and make good defects which have become apparent before the expiration of two (2) years.

If the contractor's surety shall become insolvent, or come under the control of a receiver, trustee, or other fiduciary, or cease to do business at any time prior to final payment under this contract, the contractor shall promptly obtain, pay for and deliver to the Township, at the sole expense of the contractor, a replacement for the original performance and

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statutory bond from another acceptable surety corporation. Until such replacement bond is delivered, the Township shall make no further payments to the contractor.

CONSENT OF SURETY: The consent of surety form shall be returned with the bid proposal if the contract documents require a performance bond. Consent of surety which reserves any right for the surety, after the award of the contract to the bidder, to decline to issue the performance bond will not be accepted. Bids accompanied by such consent of surety will be rejected.

BID FORM

The bid form is included in the contract documents; additional copies may be obtained from the Municipal Clerk.

Bid forms must be completed in ink or typed. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

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

Bids by partnerships must be executed in the partnership name and signed by a partner; his/her title must appear under his/her signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The bid shall contain an acknowledgement of receipt of all addenda (the numbers of which shall be filled in on the bid form).

If a unit price or a lump sum already entered by the Bidder on the bid form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the bidder in ink. The bids received will be compared based on the summation of the lump sum amounts bid, and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the bid and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words in the proposal shall govern any errors found in said products, and in the addition, will be corrected.

ADDENDA: Any addendum issued from time to time to provide additional information to the bidders shall become an integral part of this bid package. Receipt of addendum shall be acknowledged by the bidders in the space provided on the bid proposal form.

QUESTIONS REGARDING PLANS & SPECIFICATIONS: Should any bidder be in doubt as to the intent of the plans and/or specifications, he should immediately notify the Township's Construction Official, Mark Fornaciari, in writing at mfornaciari@hardingnj.org, who will then send a written addendum to all bidders recorded as receiving bidding documents covering the point in question. Bidders may not rely on oral responses to inquiries. To comply with statutory notice requirements, all questions must be received by the Construction Official no later than three (3) days prior to the bid opening date. Questions received less than three days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Before submitting bids, the bidder shall apply in writing to the Construction Official for clarification or interpretation of any conflicting information between two or more statements in the plans and specifications. If such clarification is not requested before bidding, the bidder shall be responsible for doing such work and furnishing such materials as is necessary to comply with whichever interpretation of the plans and specifications the Township may, during construction, judge to be proper.

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QUALIFICATIONS OF BIDDERS

To demonstrate his/her qualifications for the project, each Bidder must be prepared to submit within five (5) days of the Township's request, additional written evidence such as financial data, previous experience, equipment maintenance records, and evidence of authority to conduct business in the jurisdiction where the project is located.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting his/her bid, each Bidder should (a) examine the contract documents thoroughly, (b) visit the sites to familiarize himself/herself with the local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with Federal, State and Local Laws, Ordinances, Rules and Regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents.

Reference is made to the General Requirements (where applicable) of the specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work. The Township will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his/her bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for performance of the work within the terms of the contract documents.

The submission of a bid will constitute an incontrovertible representation of the Bidder that he/she has complied with every requirement of the examination of contract documents and site paragraphs.

WITHDRAWING BID: The Township reserves the right to reject any or all bids and to waive any minor informality in any bid should it be deemed in the best interest of the Township to do so. Bids may be rejected for any of the following reasons:

1. Failure to complete the Ownership Disclosure Statement.
2. Failure to complete the Affidavit of Non-Collusion.
3. Failure to properly complete the Bid Proposal form.
4. Failure to submit bid security (if required).
5. Failure to complete Affirmative Action Certification.
6. Failure to comply with specifications, including failure to provide appropriate construction or architectural plans, if required.
7. Failure to provide Consent of Surety.
8. Failure to provide listing of subcontractors.
9. Failure to sign addenda page.
10. Failure to provide Business registration certificate.
11. Failure to Complete Disclosure of Investment Activities in Iran form.

PROCEDURES ON AWARD OF CONTRACT:

THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND WAIVE ANY AND ALL INFORMALITIES, AND THE RIGHT TO DISREGARD ALL NONCONFORMING OR CONDITIONAL BIDS OR COUNTERPROPOSALS.

In evaluating bids, the Township shall consider the qualifications of the Bidders whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. The Township may consider the qualifications and experience of subcontractors and other persons and organizations, including these who are to furnish the principal items of material or equipment proposed for the portions of the work as to which the identity of

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subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. The Township may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Township's satisfaction within the prescribed time. The Township reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the Township's satisfaction.

If a contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by the Township indicates to the Township that the award will be in the best interests of the project. The Township reserves the right to award the bid to more than one vendor when it is deemed to be in the best interest of the Township to do so.

If the contract is to be awarded, the Township will give the apparent successful Bidder a Notice of Award within 60 days after the day of the bid opening. Exception to this schedule would be in accordance with N.J.S.A 40A:11-24 which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed". All prospective bidders are advised of this schedule since all proposals must be firm when bid and must remain so for 60 days or such longer period as the Township and the bidders may agree.

Simultaneously, with delivery of the executed counterparts of the Agreement to the Township, contractor shall deliver to the Township the required contract security.

NOTIFICATION OF AWARD: On passage of a Township Committee Resolution awarding the contract, the Township will forward three (3) sets of contract documents to the successful bidder for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful bidder shall return all (3) sets of the contract documents to the Township Clerk a proper performance bond and requisite insurance certificates attached if it is required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the bidder, the contract documents will be submitted to the Township Attorney for review and approval.

If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Township. A fully executed copy will then be returned to the successful bidder by the Purchasing Department. No Resolution of Award will become binding on the Township at any time before the contract documents have been executed by the Mayor and Municipal Clerk.

Should any successful bidder, upon being notified, fail to execute a contract with ten (10) days of such notification with the Township of Harding, the Township will be free to award the contract to another bidder, and the Township shall have the right to proceed against the guaranty accompanying the bid.

EQUAL OR TIE BIDS: The Township of Harding reserves the right to award, in its discretion, to any of the tie bidders which serves the best interest of the Township with reference to the information submitted with the proposals.

ASSIGNING THE CONTRACT: The contract shall not be sublet, assigned, pledged, hypothecated, or sold, in whole or in part, without the written permission of the Township.

SUBCONTRACTORS: All bidders must provide a list of subcontractors, or other persons and organizations, to be submitted to the Township. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualifications for each such subcontractor, person, or organization. If the Township, after due investigation, has reasonable objection to any proposed subcontractor, other person, or organization, it may, before giving the Notice of Award, request the apparent low bidder to submit an acceptable substitute without an increase in his/her bid price. If the apparent low bidder declines to make any such substitution, he/she will not thereby sacrifice his bid security. Any subcontractor, other person or organization so listed and to whom the Township does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Township. Contractor shall not be required to employ any subcontractor, other person, or organization against which he has reasonable objection.

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The Contractor shall perform with his own organization Contract Work amounting to at least 50% of the original Total Contract Price.

SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the advertisement and Notice to Bidders shall be included in a sealed envelope, marked with the project title and name and address of the bidder, and accompanied by the Bid Security and other required documents.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

OPENING OF BIDS: Bids will be opened as indicated in the advertisement and Notice to Bidders.

BIDS TO REMAIN OPEN: All bids shall remain open until such time as the Township has entered a contract with the successful low bidder, or a period not to exceed sixty (60) days after the day of the bid opening. The Township, in its sole discretion, may release any bid and return the Bid Security prior to that date.

Bid Security in the form of certified or cashier's checks will be returned to all, except the three apparent lowest bidders within ten working days after the opening of bids, and to the three lowest bidders, within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided he/she has not been notified of the acceptance of his/her bid.

DISCLOSURE OF OWNERSHIP STATEMENT: The bidder warrants and represents that he has furnished a true statement of all the information required for the completion of the Disclosure of Ownership Statement.

PAYMENT ON CONTRACT: The contract price shall be payable either in lump sum or as indicated in the Bid Specifications following satisfactory completion of the contract and presentation of a properly executed voucher and the acceptance of the approving authority that the work has been completed to standards. Effective September 1, 2006, payment to contractors on construction-related contracts is subject to the Prompt Payment Law, NJSA 2A:30A-1 et. seq.

The Contractor must certify, with a return receipt, the date they submitted a purchase voucher to the Township Finance Department. If the voucher is hand delivered by the Contractor, it must be left at the Finance Department only and the Contractor must receive a written sign-off from the Township employee accepting the same.

Since these bills require Council approval to authorize payment, the timeline is delayed so that the bills may be reviewed at a public meeting within the twenty (20) calendar days after the purchase voucher submission.

If the purchase voucher or invoice is approved at the meeting, the bill must be paid within the payment cycle following the meeting. If a local unit fails to make a timely payment, and does not notify the contractor in writing of the amount withheld and the reason, it will be subject to the provisions of NJSA 2A:30A-1 et seq.

If the work is not *approved and certified*, the contractor must be promptly given a written statement of the amount withheld and the reason. Failure of the Township to make a timely payment or provide a written reason for withholding payment will subject it to the provisions of NJSA 2A:30A-1 et. Seq.

If a dispute arises between the parties regarding bill payment, said dispute shall be submitted to some form of alternate dispute resolution.

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PAYMENT SCHEDULE

Payments will be made based on timely submission to the Finance Department of invoices and required documents ten (10) days prior to advertised Public Meetings in 2022 as Advertised and posted by the Township Clerk.

AFFIDAVIT OF NON-COLLUSION: This affidavit must be submitted with the bid proposal form and it must be notarized.

AMERICAN GOODS: During the performance of this contract, the contractor agrees to comply with the provisions of N.J.S.A. 40:11-18.

THE CONTRACT: The following shall be deemed to be part of the Contract:

- * Notice to Bidders
- * Information for Bidders
- * Specifications, including any technical and Supplemental Specifications
- * Bidder's Proposal
- * All Addenda issued by the Township prior to the receipt of bids

All of the above, taken as a whole, shall constitute the Contract Documents. Any work exhibited in the one and not the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design as decided and determined by the Township.

INSURANCE: The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Township. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Township. The Contractor shall furnish the Township with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsement or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) day notice to the Township. The policies and endorsements shall be specifically referred to the Township as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey which are satisfactory to the Township.

"INFORMATION FOR BIDDERS" AS PART OF THE CONTRACT: The terms and provisions set forth under the heading "INFORMATION FOR BIDDERS" are hereby made a part of the terms and conditions of the proposed contract.

ERRORS IN PRICE CALCULATION: Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words.

EXTRA CHARGES: All services quoted are exclusive of federal excise taxes and the New Jersey State Sales Tax and are based on completion.

PERIOD OF CONTRACT: The contract shall cover the period specified on the bid sheet. Start dates listed are approximate. Contracts shall begin with formal date of award.

AVAILABILITY OF FUNDS: The Township's obligation hereunder is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Township for payment of any money shall arise unless and until funds are made available each year.

TRANSITIONAL PERIOD: In the event the services are terminated either by the contract expiration or by termination by the Township of Harding, it shall be incumbent upon the contractor to continue the service until new

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services can be completely operational. At no time shall this service extend more than 90 days beyond the expiration date of the existing contract. Vendor will be reimbursed for this service at the prior contract rate.

PROCEDURAL REQUIREMENTS AND AMENDMENTS: Should the contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matters for consideration and decision.

There may be a meeting with the successful contractor and the Construction Official and Township Administrator prior to the start of the contract. At this time, the contractor will be required to submit a plan of operation to the using agency.

By submitting a proposal, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he does not make any claim for, or have right to cancellation or relief because of any misunderstanding or lack of information.

CONTRACTOR'S REQUIREMENTS FOR REGISTRATION: As stipulated by P.L.1999, c.238. no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, c.150 (C.34:11-56.26), unless the contractor/subcontractor is registered with the New Jersey Department of Labor.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS: 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.

N.J.S.A. 52:32-44/ (P.L. 2009 c.315) requires that each bidder (contractor) submit proof of business registration prior to award of contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

A 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 contracting agency.

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

UNBALANCED BIDS: Bids which are obviously unbalanced may be rejected.

MUNICIPAL SALT SHED CONTRACT

UNSATISFACTORY PAST PERFORMANCE: Bids received from bidders who have previously failed to complete a contract or contracts within the time scheduled thereof, or who have performed prior work for the OWNER in an unacceptable manner may be rejected.

PREVAILING WAGE ACT: Pursuant to NJSA 34:11-56.25 et seq. successful bidders on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record. Such certified payroll record must be submitted within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned period. The contractor shall submit said certified payrolls in the form set forth in NJAC 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

NEW JERSEY EQUAL PAY ACT

On June 24, 2020, Governor Phil Murphy signed into law New Jersey's Diane B. Allen Equal Pay Act (P.L. 2020, c. 9). The law provides in pertinent part that as of July 1, 2020, any employer entering a contract with the State of New Jersey or an instrumentality of the State for "qualifying services" or "public works" must provide to the Department of Labor and Workforce Development – upon commencement of the contract – wage and demographic data for all employees who are employed in connection with the contract (for public works) and for all employees (for qualifying services). This requirement DOES NOT apply to employers who are contracting with local governments (for example: municipalities and counties). The report must contain the gender, race, ethnicity, job category, compensation, and number of hours worked by each employee.

The extent of the Department of Labor and Workforce Development's responsibilities under the Equal Pay Act is the collection of data regarding compensation, hours worked, job/occupational category, job title, gender, race, and ethnicity for State contractors and making that data available to the Division on Civil Rights (DCR), within the Department of Law and Public Safety, and upon request to certain individuals. Complaints of unlawful discrimination under the Equal Pay Act should be directed to the DCR, as should any questions regarding the filing of such a complaint.

The Department of Labor and Workforce Development has issued two forms, as required by the law, to be completed by employers. **The forms should be used to report the employee's wage and demographic data and can be found on the LWD website (<http://www.nj.gov/labor/equalpayact>). A completed copy of the forms is not required at time of bid; however, it will be required of the bidder who receives the notice to proceed from the Township. Completed forms should be emailed to: equalpayact@dol.nj.gov**

LIQUIDATED DAMAGES

DAMAGES FOR CAUSE: The CONTRACTOR shall be liable to the OWNER for all expenses, losses, or damages, as determined by the Engineer, incurred in consequence of any defect, omission or mistake of the CONTRACTOR, his subcontractors, agents or employees, or for the making good thereof.

COSTS OF ENGINEERING AND INSPECTION: There will be deducted from any payment due the CONTRACTOR and retained by the OWNER an amount to defray the amount paid by the OWNER to inspect the work for any time in excess of the completion time stipulated, in excess of eight (8) hours per day or on Saturdays, Sundays or Legal Holidays. This amount shall be determined at the rate of Seventy-Five Dollars (\$75.00) per hour for each person employed on the site.

DAMAGES FOR NON COMPLETION: If the CONTRACTOR is permitted to finish the work after the specified period of completion, the OWNER shall have the authority to deduct and retain from any payments to the CONTRACTOR a sum calculated at the rate of Two Hundred Dollars (\$200.00) per calendar day after the specified completion date that the work remains uncompleted, all as liquidated damages and not as a penalty, to defray loss to the OWNER due to the failure to complete the work in the stipulated time. It is mutually agreed that the sum stated

MUNICIPAL SALT SHED CONTRACT

for liquidated damages is fair and reasonable and not disproportionate to the actual damages, which are not readily susceptible to exact ascertainment and proof as of the time of the making of this contract; however, nothing contained herein shall be construed to prevent recovery by the OWNER of the costs of any damages in excess of the liquidated damages provisions herein, sustained as a result of the CONTRACTOR'S failure to complete said work within the specified period of completion. Likewise, nothing contained herein shall be construed so as to create an option on the part of the CONTRACTOR to either complete the work on time or pay liquidated damages.

CONSTRUCTION CONTRACT DISPUTES: Pursuant to N.J.S.A. 40A:11-50 any dispute arising under the contract shall be submitted to a process of resolution pursuant to an alternative dispute resolution practice of non-binding mediation or non-binding arbitration, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices in this section shall not apply to disputes concerning the bid solicitation or award process, bid withdrawal, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A. 40A:11-1 et seq.

MUNICIPAL SALT SHED CONTRACT

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

§:

COUNTY OF _____

I, _____ of the _____

of _____ in the County of _____

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

I am _____ of the firm of _____

_____.

The Bidder making the proposal for the above named project, attests that they execute the said proposal with full authority to do so; that said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ of _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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

NAME OF CONTRACTOR (N.J.S.A. 52:34-15)

Subscribed and sworn to _____

Before me this _____ day _____

Of _____ 20____ (Also type or print name of affiant
under signature)

NOTARY PUBLIC OF

My Commission Expires _____

**STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

(Please attach additional sheets if more space is needed):

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

MUNICIPAL SALT SHED CONTRACT

Name: _____

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Address: _____

Name: _____

Address: _____

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Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of _____, 2_____. _____ (Affiant)

(Notary Public)

My Commission expires: _____
(Print name of affiant and title if applicable)
(Corporate Seal if a Corporation)

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AFFIRMATIVE ACTION CERTIFICATION

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

- 1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of letter).
OR
- 2. A photocopy of their approved Certificate of Employee Information Report.
OR
- 3. An Affirmative Action Employee Information Report (Form AA302)
OR
- 4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

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

The following questions must be answered by all bidders:

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

YES _____ NO _____

If yes, please submit a copy of such approval.

- 2. Do you have a State Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a copy of such certificate.

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

COMPANY: _____ SIGNATURE: _____

TITLE: _____

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

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EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures pre-scribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by

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complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

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(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprentice-ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Name and Title of Signer (Please Print or Type)

For construction contracts, Form (A.A. 201) - Initial Project Workforce Report- Construction must be submitted at the time of Award. If the construction contractor does not submit the Initial Project Workforce Report-Construction (A.A. 201) within the required time period the Owner may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the Contractor does not submit the Affirmative Action Document, the Owner must declare the contractor as being non-responsive and award the contract to the next lowest responsible bidder.

IMPORTANT: This form must be completed by Bidder.

TOWNSHIP OF HARDING

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER, grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

COMPANY NAME

SIGNATURE

DATE

NAME (PRINT)

MUNICIPAL SALT SHED CONTRACT

ACKNOWLEDGMENT OF REVISIONS OR ADDENDA

MUNICIPAL SALT SHED

(Name of Project)

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

I _____, acknowledge receipt of the following addenda and or revisions. They are as follows:

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgement by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

MUNICIPAL SALT SHED CONTRACT

SUBCONTRACTOR LIST

If needed in the performance of this bid, the following subcontractors will be employed to perform the following work:

1. Name & Phone # _____

Address: _____

Work _____

2. Name & Phone # _____

Address: _____

Work _____

3. Name & Phone # _____

Address: _____

Work _____

4. Name & Phone # _____

Address: _____

Work _____

5. Name & Phone # _____

Address: _____

Work _____

EXPERIENCE STATEMENT SHALL BE ATTACHED FOR EACH OF THE ABOVE SUBCONTRACTORS. All prime subcontractors must be listed above. Prior to award of contract, the successful contractor must provide to the Township the names of all subcontractors including non-prime subcontractors along with copies of their business registration certificate and public works contractor registration license. Payment will not be made for unauthorized subcontractors.

Signature

Date

MUNICIPAL SALT SHED CONTRACT

BIDDERS PERSONNEL

NOTE: Give the names of all officers of corporation

NOTE: Give the name of the executive who will give personal attention to work whenever required.

NOTE: List name and relations to any Township of Harding Employee, Board Member or Council.

MUNICIPAL SALT SHED CONTRACT

BID SECURITY

This proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

- A. Surety Bid Bond _____
- B. Certified/Treasurer's Check _____
- C. Cashier's Check _____

The amount of _____ (\$ _____) payable to the Township of Harding

The Bidder hereby agrees that if this proposal shall be accepted by the Township, and the Bidder shall fail to execute and deliver the contract and the required Performance Bond or other required documents in accordance with the requirements of this proposal and other sections of the contract documents within the time specified, then the Bidder shall be deemed to have abandoned the contract and thereupon the proposal and acceptance shall be null and void and the security accompanying the proposal shall be forfeited to, and retained by, the Township, as liquidated damages for such failure or neglect, and to indemnify the Township for any loss which may be sustained by failure of the Bidder to execute the contract and furnish documents as aforesaid. Nothing in the specifications and contract documents shall prevent the Township from recovering actual damages over and above the sum of the forfeited bid security.

In compliance with the laws of the State the Bidder is:

- An Individual _____
- A Partnership _____

of _____ having principal offices at _____

MUNICIPAL SALT SHED CONTRACT

CONSENT OF SURETY

In consideration of the premises, and of one dollar to it in hand paid by the Bidder, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the Township, and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded, it will pay, on demand, to the said Township any difference(s) between the sum bid by said corporation, person or persons and the sum which the said Township may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers, this

_____ Day of _____ 20_____

ATTEST:

BY _____

_____ (SEAL)

Surety

ATTEST:

BY _____

Title

MUNICIPAL SALT SHED CONTRACT

TOWNSHIP OF HARDING
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

MUNICIPAL SALT SHED CONTRACT

SITE VISITATION STATEMENT

I, _____
of _____

The Bidder making Bid for the **MUNICIPAL SALT SHED**

certify that I or my authorized representative has personally inspected the job sites.

By: _____
Signature

Title

Typed or Printed Name of Bidder

(Corporate Seal)

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

(Seal)

(Notary Public)

My Commission Expires On:

IMPORTANT: This form must be completed by Bidder, if required

MUNICIPAL SALT SHED CONTRACT

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that _____ be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its Board of Directors held on _____ day of _____, 20____.

SEAL OF CORPORATION

Secretary

MAILING ADDRESS _____

The terms used in this bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20____

MUNICIPAL SALT SHED CONTRACT

Debarred, Suspended and Disqualified Bidder Affidavit

STATE OF NEW JERSEY)
)
COUNTY OF)

I, _____ of the Township of _____
in the county of _____ and the State of _____ being of full age, being duly
sworn according to law on my oath depose and say that;

I am _____, an officer of the firm(s) of _____ the
bidder making the proposal for the above named work, and that I executed the said proposal with full authority to do
so; that said bidder at the time of making this bid, _____ {as applicable, insert "is" or "is not"} included on
the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements
contained in said proposal and in this affidavit are true and correct, and made with the full knowledge that _____
_____ as Local Unit relies upon the truth of the statements contained in said proposal and in the
statements contained in this affidavit in awarding the contract for said work The undersigned further warrants that
should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and
Disqualified Bidders at any time prior to, and during the life of the contract, including the Guarantee Period, that the
Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a contractor is subject to debarment, suspension
and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection
if the contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to
applicable law and regulation.

Name and Address of Contractor

Name and Title of Affiant

Subscribed and Sworn

Before me this _____ day

Of _____, 20_____

Signed: _____

By: Signature of Officer or Individual

Notary Public of

My commission expires _____, 20_____

MUNICIPAL SALT SHED CONTRACT

If BIDDER is: **An Individual**

By _____(SEAL)
(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____(SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____(SEAL)
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above)

MUNICIPAL SALT SHED CONTRACT

NO DEVIATION AND/OR EXCEPTIONS

Any and all deviations or exceptions from the specifications may be rejected; delivery shall be in conformance to the specified requirements contained herein.

The Township reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township reserves the right to waive informalities as the Township may deem to be in its best interest.

Signed: _____

By: _____
Signature of Bidder (Officer or Individual)

Firm: _____

Address: _____

Date: _____

MUNICIPAL SALT SHED CONTRACT

GENERAL REQUIREMENTS

**THE FOLLOWING GENERAL REQUIREMENTS
SHALL APPLY TO ALL LOCATIONS**

PERIOD OF CONTRACT

After receipt by the Contractor of the acceptance of his proposal, the Contractor shall complete the performance of the entire work within the time specified as follows:

180 Days

INSURANCE/BACKGROUND CHECKS

The contractor is responsible to conduct adequate background checks on all employees and/or subcontractors working at Township facilities. Contractors and/or subcontractors must be bonded, show proof of insurance coverage naming the Township as an additional insured, and workers' compensation insurance.

CANCELLATION OF CONTRACT

Any contractor accumulating two (2) "unsatisfactory service" notices in a sixty (60) day period may be dismissed within ten (10) days of receipt of a contract cancellation notice from the Township.

CHANGE ORDERS

ANY SUBMISSION FOR PARTIAL OR FINAL PAYMENT SHALL INCLUDE ANY AND ALL CHANGE ORDER REQUESTS AS OF THE DATE OF SUCH SUBMISSION. VENDORS WILL NOT BE PAID FOR ANY POST-DATED CHANGE ORDER SUBMITTED AFTER THE PAYMENT REQUEST VOUCHER HAS BEEN RECEIVED BY THE PURCHASING DEPARTMENT.

PENALTIES

In the event of a default in performance by the contractor, the Township will suffer damages. Certain of these damages may be reasonably ascertained; however, others consist of intangible losses, which are difficult to accurately calculate and assess. For those tangible losses the contractor shall be liable for, the Township may deduct from any amount then due to the contractor, liquidated damages in the amount of \$200.00 per day for each failure on the part of the contractor to perform any of the "terms and conditions" described herein. The sum determined pursuant to this paragraph is not a penalty, but an attempt to reasonably forecast the potential harm due to intangible losses caused by the contractor's breach. The contractor acknowledges that in submitting its bid and in accepting the award of this contract, it has ascertained the risk of non-performance under this paragraph to the same extent as if the contractor and the Township had negotiated the amount of liquidated damages at arm's length.

The election of the Township to refrain from assessing liquidated damages for any failure of the contractor shall not constitute a waiver on the part of the Township in the event it shall later elect to terminate the contractor for breach, or to collect liquidated damages as specified herein. If the amount of liquidated damages due from the contractor exceeds the amount of all monies due and to become due to the contractor, the contractor shall pay the balance to the Township. Nothing herein shall prohibit the

MUNICIPAL SALT SHED CONTRACT

Township from pursuing any claim for compensatory damages for all actual losses resulting from the contractor's failure to comply with the terms of the contract.

LOCATION SECURITY

Buildings, gates, and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working.

Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.

HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the Prevailing Wage Rate laws, the Americans With Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

INSURANCE

The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and, in a form, satisfactory to the municipality. The contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work. Contractor must maintain Workers' Compensation insurance in accordance with laws of the State of New Jersey. The contractor shall also have and maintain Employers Liability Insurance. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the \$2,000,000. Municipality must be named as an additional insured.

PRIVATE WORK

No Private work shall be performed in conjunction or intermingled with the work of this contract.

MUNICIPAL SALT SHED CONTRACT

PROPERTY DAMAGE

The Contractor is totally responsible for all damage done to public or private property as well as to any person as a result of its operations, and shall repair, replace, or compensate as directed at no cost to the Township.

CONTACT PERSON

Contractor shall identify in writing Contact Person who will be point person for all communications and/or requests.

MUNICIPAL SALT SHED CONTRACT

BID FORM: **MUNICIPAL SALT SHED**
(General Contract)

TO: **TOWNSHIP OF HARDING**
(Township)

The Undersigned, as Bidder, declares that the only person or parties interested in this proposal as principal or principals is or are named herein, that this proposal is made without connection with any person or persons making a proposal for the same purpose; that no officer, employee or agent of the Township is directly, or indirectly interested in this proposal, or in the supplies or work to which it relates or in any portion of the profits thereof;

That this proposal is in all respects fair and without collusion or fraud;

That he/she or his/her representative has carefully examined the site of the work, the Information for Bidders, the General Conditions and Annual Road Special Conditions, Supplemental Specification, the Form of Contract and the Specifications.

And that he/she proposes and agrees that if this proposal is accepted he/she will contract with the Township, in the form of the contract annexed hereto, to provide all machinery, tools and labor equipment and so all the work specified and in accordance with the requirements of the Township, and that he/she will take in full payment for each item thereof the following prices to wit:

THIS BID IS SUBMITTED TO:

Township of Harding
21 Blue Mill Road
PO Box 666
New Vernon, New Jersey 07976

Attn: Township Clerk

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with the TOWNSHIP in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. BIDDER accepts all of the terms and conditions of the advertisement or Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for sixty days after the day of bid opening. BIDDER will sign and submit the agreement with the bonds and other documents required by the bidding requirements within ten days after the date of Township’s Notice of Award.
3. In submitting this bid, BIDDER represents, as more fully set forth in the agreement, that:
 - a. BIDDER has examined copies of all the bidding documents and of the following addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____

MUNICIPAL SALT SHED CONTRACT

-
- b. BIDDER has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
 - c. BIDDER has carefully studied all reports and drawings of subsurface conditions and drawings of physical conditions, which are identified in the contract documents, and accepts the determination, set forth in said paragraph of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
 - d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in {c} above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - e. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the contract documents.
 - f. BIDDER has given the TOWNSHIP written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the TOWNSHIP is acceptable to BIDDER.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantages over any other Bidder or over the TOWNSHIP.
 - h. BIDDER has evaluated the requirements of the following items and included all costs and other factors related to same in his bid:

ITEM

- [1] Township's protective insurance policy
- [2] Township named as co-insured parties on contractor's liability insurance policies

- i. If awarded the contract, the undersigned BIDDER agrees to fully comply with the requirements of P.L. 1975, c.127, as amended and supplemented.
 - j. If awarded the contract, the undersigned BIDDER agrees to comply with "The Prevailing Wage Act", P.L. 1963, c.150, as amended and supplemented.
4. The following mandatory requirements have been completed and are included in the bid package:

MUNICIPAL SALT SHED CONTRACT

- a. Stockholder or Partnership Disclosure
 - b. Subcontractor's Form
 - c. Acknowledgement of Addenda and/or Revisions
 - d. Bid Bond and Surety
 - e. Stockholder or Partnership Disclosure
5. The following additional documents have been completed and are included in the bid package:
- a. Non-Collusion Affidavit
 - b. Certificate of Experience
 - c. Certificate of Equipment
 - d. Affirmative Action Form
 - e. Americans with Disabilities
 - f. Resolution of Authorization if Bidder is a Corporation
 - g. Bidder's Qualification Sheet
 - h. Bidder's Personnel
 - i. Signed Checklist of Required Documents
 - j. Bid Proposal Form
 - k. Prevailing Wage Affidavit
 - l. Disclosure of Investment Activities in Iran
 - m. Business Registration Certificate

INVITATION TO BID

MUNICIPAL SALT SHED

(Project Name)

SCOPE OF WORK

1. DESCRIPTION

Scope of work includes, but is not limited to the following:

Construction of a 50' x 50' x 20' clear height salt shed

The bid amount specified herein is for a fixed price that includes all prices for equipment, labor and materials required to perform the work specified in the accompanying Technical Specifications, including preparation of submission of any required construction and architectural plans.

2. DURATION OF THE CONTRACT

The duration of the contract shall be 180 Calendar Days from the contract commencement date set by the Engineer in the "Notice to Proceed" to the Contactor.

3. SITE ACCESS

On-Site permitted work hours will be as follows:

- Weekday Work Hours: 7:00am to 5:00pm Monday through Friday. Earlier or later work hours may be permitted if approved by the Police Department and/or Township Business Administrator.
- Weekend Work Hours: Work may be permitted on Saturday & Sunday if approved by the Township Business Administrator.
- Public Holidays: Work may be permitted on Public Holidays if approved by the Township Business Administrator.
- No additional payment will be made for work on weekends, public holidays or after hours, the cost thereof should be included in bid amount.

4. SITE VISIT

A pre-bid meeting will be held on _____, _____, 2022 @ _____ am/pm. All prospective bidders are encouraged to attend. Prospective bidders are to meet in the Committee Meeting Room in Kirby Municipal Building to be escorted to the project site. No other times will be available for a site visit.

MUNICIPAL SALT SHED CONTRACT

BIDDERS PROPOSAL

BID FORM: MUNICIPAL SALT SHED

TO: TOWNSHIP OF HARDING

The Undersigned (on page P45), as Bidder, declares that the only person or parties interested in this proposal as principal or principals is or are named herein, that this proposal is made without connection with any person or persons making a proposal for the same purpose; that no officer, employee or agent of the Township is directly, or indirectly interested in this proposal, or in the supplies or work to which it relates or in any portion of the profits thereof;

That this proposal is in all respects fair and without collusion or fraud;

That he/she or his/her representative has carefully examined the site of the work, the Information for Bidders, the General Conditions, the Form of Contract and the Specifications, Technical Specifications;

And that he/she proposes and agrees that if this proposal is accepted he/she will contract with the Township, in the form of the contract provided by the Township, to provide all machinery, tools and labor equipment and so all the work specified and in accordance with the requirements of the Township, and that he/she will take in full payment for each item thereof the following prices to wit:

BID FORM

BID – GENERAL REQUIRMENTS AND CONSTRUCTION, INCLUDING ALL REQUIRED PRINTS, DOCUMENTS, PLANS AND SUBMITTALS

\$ _____
(figure)

(In Words)

Name of Bidder _____

Signed: _____

Corporate Address: _____

Mailing Address: _____
(if different from above)

Telephone Number and Fax Number: _____

Email Address: _____

PREVAILING WAGE AFFIDAVIT

I hereby certify as follows:

1. I am the duly authorized agent of _____ to make this certification on behalf of _____, the contractor.
2. I am compliant with N.J.S.A.34:11-56.25 et Seq. (Prevailing Wage Rates).
3. I have reviewed the prevailing wage rate determination within the bid package.
4. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted the construction. Contractors and the subcontractors who fail to provide these records are subject to penalties of up to a maximum of \$250.00 for the first violation and up to \$500.00 for subsequent violations.
5. I have read this statement and I know the contents and know the same to be true to my own knowledge.
6. I, therefore, certify that the bid submitted herewith to be in compliance to the Prevailing Wage Rate.

Signature of Contractor

Print Name

Date

MUNICIPAL SALT SHED CONTRACT

SAMPLE
NOTICE OF AWARD

Dated _____,

TO: _____
(Bidder)

ADDRESS: _____

**PROJECT: BUILDING DEPARTMENT BUILDING RENOVATIONS & HVAC
PATHOGEN CONTROLS**

TOWNSHIP'S CONTRACT NO. 2020-68

You are notified that your bid dated _____ for the above contract has been considered. You are the apparent successful bidder and have been awarded a contract for _____. The contract price of your contract is \$ _____.

Three copies of each of the proposed contract documents (except drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by _____.

1. You must deliver to the TOWNSHIP three fully executed counted counterparts of the agreement including all the contract documents. Each of the contract documents must bear your signature.
2. Other:
 - a. Certificates of Insurance in not less than the required amounts.
 - b. Township's co-insurance certificate in proper form and substance.

Failure to comply with these conditions within the time specified will entitle the TOWNSHIP to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten days after you comply with those conditions, TOWNSHIP will return to you one fully signed counterpart of the agreement and the contract documents attached.

MUNICIPAL SALT SHED CONTRACT

TOWNSHIP OF HARDING
(Township)

BY _____
(Authorized Signature)

Receipt of this "Notice of Award" is acknowledged.

Contractor: _____

By: _____ _____ _____
(Printed Name) (Signature) (Date)

(Title)

Copy to Township Clerk
(Use Certified Mail, Return Receipt Requested)

MUNICIPAL SALT SHED CONTRACT

SAMPLE
NOTICE TO PROCEED

Dated _____, 20_____

TO: _____
(Contractor)

ADDRESS:

TOWNSHIP'S CONTRACT NO.

CONTRACT FOR:

(Indicate name of contract as it appears in the Bidding Documents)

You are notified that the contract time under the above contract will commence to run on _____, 20____. By that date you are to start performing your obligations under the contract documents. In accordance with Article 3 of the Agreement, the dates of substantial completion and final completion are _____, 20____ and _____, 20____, respectively.

Before you may start any work at the site, Paragraph 2.7 of the General Conditions provides that you must deliver to the TOWNSHIP Certificates of Insurance, which each is required to purchase and maintain in accordance with the contract documents.

Also, before you may start any work at the site, you must
(add other requirements)

TOWNSHIP OF HARDING
(Township)

By: _____
(Authorized Signature)

(Surety)

SAMPLE FORM OF CONTRACT
BETWEEN TOWNSHIP AND CONTRACTOR

CONTRACT # _____

THIS AGREEMENT made as of the _____ day of _____ in the year 2022
by and between:

THE TOWNSHIP OF HARDING, MORRIS COUNTY, NEW JERSEY
21 BLUE MILL ROAD, NEW VERNON, NEW JERSEY 07976
(Hereinafter called TOWNSHIP)

AND

(Hereinafter called CONTRACTOR)

WITNESSETH THAT TOWNSHIP AND CONTRACTOR in consideration of the mutual covenants hereafter set forth, agree as follows:

1. **WORK:**

The CONTRACTOR shall perform all work as specified or indicated in the Contract Documents, including without limitation, the Bid Specifications and the Contractor's proposal, for the completion of the project generally described as follows:

2. **FEE TO BE PAID:**

In consideration for Contractor's performance of the aforesaid services, the Township shall pay the following sums in accordance with the Contract Documents:

Base Contract: \$

TOTAL: \$

3. **CONTRACT TIME:**

The duration of the contract shall be _____ calendar days from the contract commencement date set by the Township Architect in the "Notice to Proceed" issued to the Contractor.

4. **CONTRACT DOCUMENTS:**

The Contract Documents, which comprise the contract between TOWNSHIP and CONTRACTOR, are attached hereto and made a part hereof and consist of the following:

MUNICIPAL SALT SHED CONTRACT

- a. This Agreement;
- b. Exhibits to this Agreement (if any);

EXHIBIT A: Resolution awarding Contract # _____ in the amount of \$ _____;
- c. Notice of Award;
- d. Instructions to Bidders;
- e. General Conditions;
- f. Supplementary Conditions (if any);
- g. Technical Specifications;
- h. Any modifications, including change orders, duly delivered after execution of this Agreement;
and
- i. Bid proposal packet submitted by Contractor.

5. MISCELLANEOUS

- a. Terms used in this agreement not otherwise defined herein shall be as defined in the Contract Documents, including without limitation the General Conditions, Instructions to Bidders and Specifications.
- b. Neither TOWNSHIP nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of TOWNSHIP.
- c. TOWNSHIP and CONTRACTOR each binds him/herself, his/her partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.
- d. The contract documents constitute the entire agreement between the TOWNSHIP and CONTRACTOR and may only be altered, amended or repealed by a written instrument duly executed by both parties.

6. AFFIRMATIVE ACTION:

This Agreement is subject to the terms and conditions of the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq. These terms and conditions are set forth in Bid Specifications made a part hereof.

MUNICIPAL SALT SHED CONTRACT

7. BUSINESS REGISTRATION COMPLIANCE:

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide good or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

8. AMERICANS WITH DISABILITIES ACT OF 1990:

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractor acknowledges and agrees that the Americans with Disabilities language that is included as Appendix A and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the Township harmless.

9. AMENDMENTS:

No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless reduced in writing and properly executed by a duly authorized officer of TOWNSHIP and CONTRACTOR.

10. NOTICES:

Notice pursuant to this Contract shall be given in writing by certified mail to the parties at the following addresses:

To TOWNSHIP:

Lisa Sharp, RMC, Municipal Clerk
21 Blue Mill Road, PO Box 666
New Vernon, New Jersey 07976

To CONTRACTOR:

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or to such other address as the Parties may hereafter designate by notice given in accordance with the terms of this Section.

11. OTHER PROVISIONS:

a. Agreement to Do All Work and to Accept Conditions. The CONTRACTOR agrees to furnish all labor, materials and equipment, to fully and faithfully construct, perform, and execute all work in accordance with the specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him/her in the itemized proposal.

b. Modification of Contract. The CONTRACTOR, in entering this contract understands that the TOWNSHIP reserves the right to modify, to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his/her opinion he shall deem it necessary or available to do so. The CONTRACTOR shall and will accept such modifications when ordered in writing by the TOWNSHIP, and the same shall not violate or void this contract. Any such modifications so made, shall not, however, subject the CONTRACTOR to increase expense without equitable compensation, which shall be determined by the TOWNSHIP Administrator, subject to the approval of the TOWNSHIP. If such modifications (if there be any) result in decrease in the cost of work involved, an equitable deduction from the all be made, as determined by the TOWNSHIP Administrator. The TOWNSHIP Administrator's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the specifications be made unless the nature and extent thereof have first been certified by the TOWNSHIP Administrator in writing and sent to the CONTRACTOR.

c. Increase or Decrease of Quantities Elimination of Items. In entering into this contract, the CONTRACTOR agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the TOWNSHIP may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities, and the TOWNSHIP reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the TOWNSHIP.

d. The CONTRACTOR shall and will at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

e. Compliance with all other legal requirements including affirmative action requirements and prevailing wage laws.

f. Hold Harmless Agreement. The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the Prevailing Wage Rate laws, the Americans With Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to

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the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

g. CONTRACTOR agrees to furnish labor and equipment in strict compliance with the contract documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling test results determined in accordance with the contract documents, which disclose defective or substandard WORK.

IN WITNESS WHEREOF, TOWNSHIP and CONTRACTOR have signed this agreement in triplicate. One counterpart each has been delivered to TOWNSHIP and CONTRACTOR. All portions of the contract documents have been signed or identified by TOWNSHIP and CONTRACTOR on their behalf.

The agreement will be effective on _____, 20_____.

OWNER: **TOWNSHIP OF HARDING**

CONTRACTOR: _____

BY: _____

BY: _____

(Name)

(Name)

-

(Title)

(Title)

(Signature)

(Signature)

ATTEST:

ATTEST: _____

Municipal Clerk

ATTEST: _____

ATTEST: _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign)