

**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FURNISHING SNOW PLOWING  
EQUIPMENT, PERSONNEL AND RELATED SERVICES**

**THE TOWNSHIP OF CEDAR GROVE**

**SEPTEMBER 2023**

Kerry Peterson, Mayor

Melissa Skabich, Deputy Mayor

Council

Joseph Maceri

Michele Mega

John Zazzali

Joseph M. Zichelli, Esq. Township Manager

Dale A. Forde, Township Clerk

Alexandra Handel, P.E., Township Engineer

Jerry Vitiello, Director of Public Works

**BID NOTICE**  
**Project Advertisement**  
**Township of Cedar Grove**

**FURNISHING SNOW PLOWING EQUIPMENT, PERSONNEL AND**

**RELATED SERVICES**

**County of Essex, New Jersey**  
**Notice to Bidders**

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Cedar Grove, Essex County, New Jersey, for the **Furnishing of Snow Plowing Equipment, Personnel and Related Services to the Township of Cedar Grove, New Jersey** at 525 Pompton Avenue, Cedar Grove, New Jersey, 07009, on **October 6th, 2023 at 10:30am.**

The Township is accepting sealed proposals for the Furnishing of Snow Plowing Equipment, Personnel and Related Services to the Township. Detailed submission information may be obtained by contacting Dale Forde, Township Clerk, at [dforde@cedargrovenj.org](mailto:dforde@cedargrovenj.org) or by phone at 973-239- 1410 x 204.

Bids must be made on Standard Proposal Forms in the manner designated herein and required by the Specifications, must be enclosed in sealed envelopes, which shall bear on the outside “**FURNISHING SNOW PLOWING EQUIPMENT, PERSONNEL AND RELATED SERVICES**” together with the name and address of the bidder on the outside addressed to Township Clerk, Township of Cedar Grove, Essex County, New Jersey, and must be accompanied by a non-collusion affidavit. The requirement for bidders to submit a Bid Bond, Certified Check or Cashier’s Check with the bid proposal has been waived.

In accordance with NJSA 40A:11-23.2, all contracts entered into with the Township of Cedar Grove on or after September 1, 2004, the contractor must be registered with the New Jersey Department of the Treasury, Division of Revenue and provide a business certificate prior to award of the contract. The contractor shall provide written notice to its subcontractors and supplier 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 proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

The Contractor will comply with all rules and regulations and orders promulgated by the State Treasurer pursuant to NJSA 10:5-31 et. seq. and NJAC 17:27, and with all provisions of the Local Public Contracts Law, NJSA 40A:11-1 et. seq. and all rules and regulations promulgated thereunder, the provisions of which are incorporated herein by reference.

"By order of the Township Council, Township of Cedar Grove, Essex County, New Jersey."

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Dale Forde, Township Clerk

## **BID DOCUMENT SUBMISSION CHECKLIST**

\_\_\_\_\_  
COMPANY NAME

Bids with *material omissions or defects* will be rejected inasmuch as the public bidding laws dictate that no *material element* of a bid may be provided after bids are opened. Notwithstanding anything to the contrary, the Township of Cedar Grove reserves the right to waive any *minor irregularity* in a submitted document if: (A) the waiver will not deny the Township of Cedar Grove of its assurance that the contract will be entered into, performed and guaranteed according to specification requirements; and (B) if the waiver will not adversely affect competitive bidding by placing the bidder in a position of advantage over the other bidders or by otherwise undermining the necessary common standard of competition

The following documents must be submitted in order for the Bid to be accepted as complete.

*Initial each item:*

- \_\_\_\_\_ BIDDER'S PROPOSAL
- \_\_\_\_\_ BID ACCEPTANCE (*ACKNOWLEDGEMENT OF ADDENDUM*)
- \_\_\_\_\_ PROPOSAL FORM – BID ITEMS
- \_\_\_\_\_ CONTRACTOR'S PROOF OF INSURANCE
- \_\_\_\_\_ STATEMENT OF OWNERSHIP DISCLOSURE FORM [N.J.S.A. 52:25-24.2]
- \_\_\_\_\_ NON-COLLUSION AFFIDAVIT [N.J.S.A. 52:34.15]
- \_\_\_\_\_ COPY OF CONTRACTOR'S BUSINESS REGISTRATION CERTIFICATE PRIOR TO CONTRACT AWARD [N.J.S.A. 52:32-44]
- \_\_\_\_\_ COPY OF CONTRACTOR'S PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE PRIOR TO CONTRACT AWARD [N.J.S.A. 34:11-56.51]
- \_\_\_\_\_ IDENTIFICATION OF SUBCONTRACTORS  
*FAILURE TO IDENTIFY SUBCONTRACTORS IF REQUIRED BY N.J.S.A. 40A:11-16 and 40A:11-23.2 IS A FATAL FLAW*
- \_\_\_\_\_ COPY OF SUBCONTRACTOR'S PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE PRIOR TO CONTRACT AWARD *FOR ALL SUBCONTRACTORS REQUIRED TO BE NAMED BY N.J.S.A. 40A:11-16 and 40A:11-23.2*
- \_\_\_\_\_ COPY OF SUBCONTRACTOR'S BUSINESS REGISTRATION CERTIFICATE PRIOR TO CONTRACT AWARD *FOR ALL SUBCONTRACTORS REQUIRED TO BE NAMED BY N.J.S.A. 40A:11-16 and 40A:11-23.*
- \_\_\_\_\_ PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES (TO BE SUBMITTED PRIOR TO CONTRACT AWARD)
- \_\_\_\_\_ EXPERIENCE QUESTIONNAIRE
- \_\_\_\_\_ STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED WORKERS
- \_\_\_\_\_ CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS
- \_\_\_\_\_ COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT CERTIFICATION

TOWNSHIP OF CEDAR GROVE  
ESSEX COUNTY, NEW JERSEY  
SPECIFICATIONS FOR SNOW PLOWING

Equipment and Personnel

The Contractor shall furnish vehicles and equipment in good working order with operators. All vehicles and equipment furnished and used by the Contractor shall be subject to the inspection and approval of the Township.

The Contractor shall furnish trucks or loaders capable of plowing snow and equipped with the following minimum features:

1. Snow Plow Truck
  - a. Minimum thirty-inch (30") plow height
  - b. Minimum 8 feet, 6 inches (8'6") plow width
  - c. Truck to be F350, 3500HD, or equivalent
2. Heavy Duty Snow Plow
  - a. Minimum forty-four-inch (44") plow height
  - b. Minimum 10-foot (10') plow width
  - c. Truck to be F450, 4500HD, or equivalent DRW

All heavy-duty trucks or loaders supplied must be capable of being equipped with a (10') ten-foot snow plow.

Contractor shall be available twenty-four (24) hours a day to furnish such vehicles, equipment, and operators on an as-needed basis between November 1, 2023 through May 1, 2024 within (30) thirty minutes after telephone request from the Director of Public Works or the designated representative. A supervisor of personnel supplied must be available at all times during the plowing/salting operation.

All vehicles must be equipped with strobe lights to provide visibility in all directions. The Contractor's supervisor shall be in contact with the Township at all times via cell phone during plowing operations. The Contractor shall be in contact with their personnel utilizing mobile telephone communications.

Immediately upon execution of a contract the Contractor will provide a 24-hour emergency contact number to the Township's Director of Public Works or his designated representative.

All drivers supplied shall have a minimum of five (5) years' experience in the plowing of snow and salting of roadway.

The Contractor must have a minimum of one truck in reserve in the event of equipment failure. The Contractor must also be capable of supplying additional equipment if requested by the Township. A list of said equipment available must be submitted with each bid submitted.

**Insurance.**

The Contractor shall submit with his bid proposal a certificate from an insurance company and be duly licensed to do business in the State of New Jersey. The insurance required by these specifications is in effect at the time the bid is submitted and will remain in force during the contact period.

The Contractor shall procure and furnish, and at all times keep in force, a policy of insurance to insure and indemnify the person against injury sustained or damage done to property by the Contractor, his agents, or employees while using any of the Contractor's vehicles or equipment. The amount of said insurance policy shall not be less than \$1,000,000 per person and \$1,000,00 per occurrence for public liability insurance and property damage insurance in the amount of \$1,000,000 per occurrence.

In addition to covering the Contractor, his employees and operations, said insurance policies shall also cover, protect, indemnify and hold harmless the Township of Cedar Grove, its agents and employees.

## **Payment**

Payment shall be made to the Contractor at the hourly rate specified in the contract and shall be based on the total number of hours each truck actually performs snow plowing services. Time shall start when trucks report for work at the Department of Public Works Compound, 340 Little Falls Road, Cedar Grove, New Jersey 07009, and terminates when the trucks are discharged by the Director of Public Works or designated representative. The Contractor shall receive a minimum of three (3) hours. Any downtime due to mechanical breakdowns, repairs, meal breaks, etc. shall not be included in the number of hours for which payment will be made. Any time Contractor is called in prior to start of snowfall event, rate paid per hour shall be at 50% of the hourly rate specified in the contract.

## **Estimated Hours.**

For the purpose of comparing bid amounts only, the estimate of 100 hours of snow plowing services will be used. The number of hours may be increased or decreased by the Township of Cedar Grove based on weather conditions and the needs of the Township. There will be no guarantee of the number of hours snow plow services will be needed during the contract period.

## **Limits of Contract.**

In general, the Contractor will be responsible for plowing specific zones or routes as designated by the Director of Public Works. In addition, the Contractor will **plow access roadways within one condominium area**, or as otherwise directed by the Township.

Before award, a pre-award meeting will be had between the Contractor, Township Manager, and Director of Public Works to discuss contract specifications. Upon execution of a contract the Contractor will meet with the Township personnel and review each of the areas to be plowed. The Contractor will be required to maintain accurate time logs for each of the Condominium Areas.

The Contractor is advised that the area to be plowed may be increased or decreased as the Township may determine to be necessary.

## **Salt Spreaders**

The Contractor may submit a cost proposal also to provide a salt spreader with his truck. In such case, the spreader shall have the capacity of at least 6.0 cubic yards of salt and be a minimum of ten (10) feet long. The Township shall supply and load the salt at its cost and expense.

## **Questions Directed to Snow Plow Supervisor**

Questions concerning these specifications should be directed to the Director of Public Works, Jerry Vitiello, at 973-239-1410 ext. 316.

TOWNSHIP OF CEDAR GROVE  
 ESSEX COUNTY NEW JERSEY  
 BID PROPOSAL FOR SNOW PLOWING

TO THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF CEDAR GROVE:

We the undersigned hereby declare a careful examination has been made of the specifications, conditions and instructions contained herein and after having thoroughly examined said materials, and after having made a careful study of the conditions to be met in carrying out these specifications, submits:

<u>Item No.</u>	<u>Description</u>	<u>Hourly Rate</u>
1.	Snow Plow & Operator	\$ _____
2.	Heavy-Duty Snow Operator	\$ _____
3.	Salt Spreader & Operator (optional)	\$ _____
4.	Four (4) Wheel Drive Loaders (optional)	\$ _____
5.	Tandem Dump Truck (Hauling) (optional)	\$ _____

List trucks to be used for this contract and truck inventory available on a separate sheet.

The undersigned is (SELECT ONE) an individual, a corporation, or a partnership corporation under the laws of the State of New Jersey, having its principal office at

\_\_\_\_\_

And is authorized to conduct business in the State of New Jersey.

\_\_\_\_\_  
 Business Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Address

ATTEST:

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TOWNSHIP OF CEDAR GROVE  
ESSEX COUNTY NEW JERSEY

BID PROPOSAL FOR SNOW PLOWING

List of trucks or equipment to be used for this contract, be sure to include **year, make, and model**

1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
-

TOWNSHIP OF CEDAR GROVE  
ESSEX COUNTY, NEW JERSEY

AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_, by and between \_\_\_\_\_, a Corporation of the State of \_\_\_\_\_, located at \_\_\_\_\_, designated as the Supplier, party of the first part, and the TOWNSHIP OF CEDAR GROVE, County of Essex and State of New Jersey, a Municipal Corporation of the State of New Jersey, located at 525 Pompton Avenue, Cedar Grove, New Jersey, hereinafter designated as the Township party of the second part.

WITNESSETH

That the Supplier for and in consideration of agreements herein made by the Township, agrees with the Township as follows:

ARTICLE 1. The supplier hereby acknowledges that it has read the NOTICE TO BIDDERS, INFORMATION FOR BIDDERS, SPECIFICATIONS FOR FURNISHING EQUIPMENT, PERSONNEL AND RELATED SERVICES FOR SNOW PLOWING and this CONTRACT, that it has full knowledge of the equipment, material and/or labor necessary for the performance of all services called for in said specifications and this contract, and that it has fully satisfied itself of the requirements of the specifications and is thoroughly acquainted with the services to be furnished therein, and that the NOTICE TO BIDDERS, SPECIFICATIONS, INFORMATION FOR BIDDERS AND the Supplier's BID PROPOSAL, a copy of which is attached are made part of this Agreement, the same as if wholly incorporated and set forth herein at length.

ARTICLE II. The Supplier will provide all of the equipment, Material and labor necessary to perform the services called for by and in strict conformity with this Agreement and the specifications attached hereto and made a part hereof.

ARTICLE III. It is hereby mutually agreed between the parties that the sum to be paid by the Township to the Supplier for the services to be furnished under this Agreement and the terms and Conditions under which sums are to be paid, are the sums, terms, and conditions set forth in the Supplier's BID PROPOSAL duly executed by it and attached hereto.

ARTICLE IV. It is further agreed by the parties hereto that this Contract shall be in full force and effect for a term which shall be from \_\_\_\_\_ 2023 and \_\_\_\_\_ 2023. Unless sooner terminated in accordance with the terms of this Agreement, or as may be extended by mutual agreement of the parties.

ARTICLE V. There shall be no modification to the terms of this Agreement except as may be agreed to by the parties in writing, except as hereinafter provided.

ARTICLE VI. The Township agrees to pay to the Supplier the sum of \_\_\_\_\_. No payment made hereunder shall be conclusive evidence of performance of the part of the Supplier, and the Township even after payment, shall be entitled to claim and incur deductions and set offs of failure of the Supplier to perform this contract or any part thereof. It is mutually covenanted and agreed by the parties hereto that no assignment or transfer of the Agreement or of any moneys due or to become due hereunder, or any part of this Agreement or such monies, will be permitted until and unless the same shall have been first approved in writing by the Township.

It is further agreed by and between the parties hereto that whenever the Township shall suffer damage as the result of failure of the Supplier to perform its obligations under the terms of this Agreement, or any part thereof, the said damages as computed by the Township may be deducted and withheld from any money due or to become due under this Agreement, and when so deducted and withheld, shall be deemed and taken as payment to the Supplier.

ARTICLE VII. The Supplier covenants and agrees that regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Supplier shall not be entitled to receive any additional or further sums of money than the amounts in the specifications and contract documents, except as may be agreed to in a writing by the parties and approved by resolution of



the Township Council of the Township. Failure of the Township to insist upon the strict performance of any of the terms, covenant agreements, provision or conditions contained herein and the related documents shall not be construed as a waiver or relinquishment of any such terms, covenants, agreements, provisions or conditions, but the same shall be and remain in full force and effect with the power and authority on the part of the Township to enforce the same or cause the same to be enforced at any time without prejudice to any other rights which the Township may have against the Supplier under the terms of this Agreement.

ARTICLE VIII. No changes in the work covered by this contact or extra work shall be performed without having prior written approval of the Township Manager.

ARTICLE IX. Interpretation of the specifications of this Agreement, and all decisions relating to the quantity or quality of services, shall rest with the Township Manager, and all tests made to determine the quality of services and fulfillment of guarantees shall be made under the direction of the Township Manager.

ARTICLE X. It is expressly agreed that the Supplier will comply in all respects with the laws of the State of New Jersey respecting labor and compensation and with all other statues, ordinance, rules and regulations as applicable and having the force of Law. The Supplier shall comply with all of the provisions of the New Jersey Affirmative Action law, Chapter 127 pf the Public Laws of 1975, if same applicable.

ARTICLE XI. No assignment or transfer of any money or monies due or to become due hereunder or any of such monies will be permitted unless and until the same shall have been approved in writing by the Township.

ARTICLE XII. The parties to this Agreement for themselves, their successors and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hands and seals the day and year first above written.

Attest:

\_\_\_\_\_  
Dale A. Forde, Township Clerk

By: \_\_\_\_\_  
Joseph M. Zichelli, Esq. Township Manager

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

**BID ACCEPTANCE**  
(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

If written notice of the Acceptance of Bid is mailed, telegraphed or delivered to the undersigned within 60 days after the date of opening of the bids, or any time thereafter before bids are withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the "Standard Contract Form" and provide the required Performance and Payment Bond in accordance with the Specifications and bid, as accepted.

We understand that, upon written request, the bid may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized postponement thereof.

**ADDENDUM RECEIPT**

Receipt of the following addenda to the Specifications and Drawings is acknowledged:

**ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_

**ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_

**ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_

**ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

\_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

NOTE: If Bidder is a corporation, write State of Incorporation above; if a partnership, give full names of all partners

## **CONTRACTOR'S LIABILITY INSURANCE**

The Contractor is required to carry as a minimum the coverages described below, with insurance underwritten by a company or companies licensed to do business in the State of New Jersey. The Contractor is also required to verify that all of its sub-contractors carry the coverages listed in the minimum limits shown, and to obtain and maintain Certificates of Insurance from all such sub-contractors verifying the existence of coverage.

### *Worker's Compensation Insurance*

Contractor shall carry Worker's Compensation Insurance in accordance with the Statutes of the State of New Jersey. Under Coverage A, Worker's Compensation, such coverage will be Statutory. Under Coverage B, Employees' Liability, coverage will be limited as respects employees subject to the New Jersey Worker's Compensation Law, and not less than \$1,000,000 for other employments or exposures.

### *Commercial General Liability Insurance*

Contractor shall carry Commercial General Liability Insurance equal in form to that offered under the latest version of ISO CG0001 as filed with and approved by the New Jersey Department of Banking and Insurance. This form may not be restricted in coverage by any endorsement attached to the policy, unless such limiting endorsements are made known in the contractor's bid response. Policy limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$ 100,000 Fire Legal Liability
- \$1,000,000 Personal and Advertising Injury Liability
- \$2,000,000 General Aggregate\*\*
- \$2,000,000 Completed Operations/Products Liability Aggregate

\*\* The General Aggregate shall apply separately for each project or location of the Contractor.

**The Township of Cedar Grove shall be named as an Additional Insured** under Contractor's Policy using ISO Endorsement Form CG2010 Additional Insured – Owners, Lessees, or Contractors (Form B). This coverage shall be primary, including defense of the Township of Cedar Grove. Contractor is also reminded that the General Conditions include a Hold-Harmless Agreement from the Contractor in favor of the Township of Cedar Grove.

### *Business Auto Liability Insurance*

Coverage shall be provided under the latest Standard ISO Form CA0001 as filed with and approved by the New Jersey Department of Banking and Insurance. Coverage shall be provided for Symbol 1 "Any Auto" or Symbol 2 "All Owned Autos," Symbol 8 "Hired Vehicles" and Symbol 9 "Non-Owned Vehicles." Should the Contractor neither own nor lease any automobiles, Symbol 8 and Symbol 9 are a minimum requirement. Coverages shall not be less than \$1,000,000 Combined Single Limit (CSL).

**The Township of Cedar Grove shall be named as an Additional Insured.**

### *Umbrella Liability Insurance – Bids Exceeding \$250,000*

Contractor shall carry Umbrella Liability Insurance in a limit not less than \$5,000,000 Each Occurrence and Annual Aggregate. This policy shall not be more restrictive than the coverage provided under the above-described primary policies, unless such limiting endorsements are made known in the Contractor's bid response. In the event of exhaustion of Primary Limits, this policy shall drop down and act as primary until the exhaustion of its limits.

### *Umbrella Liability Insurance – Bids Less Than or Equal To \$250,000*

Contractor shall carry Umbrella Liability Insurance in a limit not less than \$1,000,000 Each Occurrence and Annual Aggregate. This policy shall not be more restrictive than the coverage provided under the above-described

primary policies, unless such limiting endorsements are made known in the Contractor's bid response. In the event of exhaustion of Primary Limits, this policy shall drop down and act as primary until the exhaustion of its limits.

**Owner's & Contractor's Protective Liability (OCP) Insurance – Required on all Bids Exceeding \$250,000**

A separate Owner's and Contractor's Protective Liability insurance policy shall be provided. The minimum limit of liability shall be \$5,000,000 per occurrence for combined Bodily Injury/Property Damage, with a \$5,000,000 Aggregate limit of liability. The policy is to be written for the benefit of The Township of Cedar Grove, its officers and employees, with The Township of Cedar Grove as a Named Insured. The Contractor shall provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability insurance policy.

The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, unamended and unendorsed commercial general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage, unless such limiting endorsements are made known in the Contractor's bid response.

**At the time of presentation of Contractor's Bid for this project, Contractor shall include a Certificate of Insurance verifying that the Coverage requested above is in full force and effect.** Contractor's Certificate of Insurance shall also verify notice of not less than 30 day's cancellation of coverage or non-renewal of coverage for any reason, with a 10- day notice of cancellation for non-payment of premium.

**In lieu of a Certificate of Insurance, the bidding Contractor (as Principal), and the Contractor's Insurance Company Representative, may execute the following Consent of Insurance:**

Whereas, \_\_\_\_\_, as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the Township of Cedar Grove, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith.

Now, therefore be it known that, if the Township of Cedar Grove shall accept the bid of the Principal, and the Principal shall enter into a contract with the Township of Cedar Grove in accordance with the terms of such bid, we the undersigned hereby state that we will provide the Principal with the insurance coverage as set forth above:

Commencement of Coverage – All required insurance coverages must be in effect no later than 12:01 A.M. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

**PRINCIPAL:**

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature on Behalf of Principal

\_\_\_\_\_  
Print Name

Sworn to and Subscribed this  
\_\_\_\_\_ day of \_\_\_\_\_, 202\_

\_\_\_\_\_  
Notary Public

**INSURER:**

\_\_\_\_\_  
Insurance Company's Name

\_\_\_\_\_  
Authorized Signature on Behalf of Insurance Company

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

**This statement must be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid.**

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): .

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed)

Name of Individual or Business Entity	Address

**Part III DISCLOSURE OF 10 PERCENT OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS, OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the forgoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer, that the Owner is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	



## **BUSINESS REGISTRATION CERTIFICATE(S)**

### **N.J.S.A. 52:32-44**

Effective September 1, 2004 (pursuant to P.L. 2004, C-57), all business organizations that do business with local government contracting units must register with the Department of Treasury/Division of Revenue to obtain a Business Registration Certificate.

All bidders must submit a copy of their Business Registration Certificate prior to Contract Award. In addition, the bidder must also include the Business Registration Certificate of all named or listed subcontractors in a construction bid as part of the bid submission.

The Division of Revenue issues Business Registration Certificates. There is no cost to file, and renewal is unnecessary, though changes to information must be submitted.

The Township of Cedar Grove plays no part in the registration process. Registration form BRC [08-01], copies of the Act and other relevant information are available by contacting the New Jersey Division of Revenue's Client Registration activity at:

**Telephone: (609) 292-1730**

E-Mail: [www.state.nj.us/treasury/revenue/busregcert.htm](http://www.state.nj.us/treasury/revenue/busregcert.htm)



**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE(S)**

**N.J.S.A. 34:11-56.48**

“The Public Works Contractor Registration Act” (PWCRA) set forth in N.J.S.A. 34:11-56.58 et seq, requires that all contractors and named subcontractors, bidding on or engaging in public work as set forth in N.J.S.A. 34:11-56.25, must register with the Department of Labor prior to submitting price proposals or engaging in certain public works contracts that exceed the prevailing wage threshold in the prevailing wage law (N.J.S.A. 34:11-56.26 et seq).

The term "contractor" is defined in the Act as, "a person, partnership, association, joint stock company, trust, corporation or other legal business or successor thereof who enters into a contract which is subject to the provision of "New Jersey Prevailing Wage Act," N.J.S.A. 34:11-56.25, et seq and includes any subcontractor or lower tier subcontractor as defined herein. It also includes out-of-state contractors.

It has been determined by the Township of Cedar Grove that the provision of service described in this bid is subject to "The Public Works Contractor Registration Act" and that prior to Contract Award, all prospective bidders must submit a copy of the contractor’s **Public Works Contractor Registration Certification (PWCRA)** as well a *Public Works Contractor Registration Certificate for any subcontractor listed in their bid package*.

Pursuant to Local Finance Notice 2004-9 dated 4/28/04, the term “received” means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

The Township of Cedar Grove plays no part in the registration process. Registration forms, copies of the Act and other relevant information are available by contacting the:

Contractor Registration Unit

Telephone: (609) 292-9464

New Jersey Department of Labor

FAX: (609) 633-8591

Division of Wage & Hour Compliance

e-mail: [contreg@dol.state.nj.us](mailto:contreg@dol.state.nj.us)

P.O. Box 389

Trenton, NJ 08625-0389

**IDENTIFICATION OF SUBCONTRACTORS**

**N.J.S.A. 40A:11-16**

**(Must be completed for bid to be accepted.)**

**Instructions:**

The bidder must complete this form when using subcontractor(s) for trade work required to be identified pursuant to N.J.S.A. 40A:11-16 (electrical, plumbing, mechanical, steel or ornamental iron work). It is the bidder's responsibility to comply with N.J.S.A. 40A:11-16.

The bidder states herein that the following are the names and addresses of all subcontractors it will retain for the performance of trade work required to be identified pursuant to N.J.S.A. 40A:11-16.

The bidder shall not be permitted to substitute a subcontractor after submission of proposal.

**NOTE:** The bidder shall submit prior to Contract Award, the Public Works Contractor Certificate and the New Jersey Business Registration Certificate for all named subcontractors.

Insert bidder's name for any required trade the bidder intends to perform "in-house" without the use of a subcontractor.

(1) **Trade:** \_\_\_\_\_

Subcontractor: \_\_\_\_\_

License #: \_\_\_\_\_

Address: \_\_\_\_\_

Surety Company: \_\_\_\_\_

(2) **Trade:** \_\_\_\_\_

Subcontractor: \_\_\_\_\_

License #: \_\_\_\_\_

Address: \_\_\_\_\_

Surety Company: \_\_\_\_\_

(3) **Trade:** \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Surety Company: \_\_\_\_\_

(4) **Trade:** \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Surety Company: \_\_\_\_\_

(5) **Trade:** \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Surety Company: \_\_\_\_\_

(6) **Trade:** \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Surety Company: \_\_\_\_\_

The Bidder, by signing below certifies the accuracy of the above information:

**NAME OF BIDDER:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

## PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES

<b>Person or Entity:</b>	
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### **Part I - Certification**

#### COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

#### **CONTRACT AWARDS AND RENEWALS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)*

#### **CONTRACT AMENDMENTS AND EXTENSIONS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)*

#### **IF UNABLE TO CERTIFY**

*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

## **Part II - Additional Information**

### **PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

## **Part III – Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Township of Cedar Grove is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Cedar Grove to notify the Township of Cedar Grove 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. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Cedar Grove and that the Township of Cedar Grove at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

**EXPERIENCE QUESTIONNAIRE**

(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

**NAME OF BIDDER:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

## **DEFINITION OF TERMS**

Whenever in these Specifications, Contract and Bond, the following terms or pronouns in place of them are used, the intent and meaning shall be as follows:

MUNICIPALITY:                    Township of Cedar Grove  
GOVERNING BODY:                Township Council

BIDDER: Any individual, firm or corporation submitting a Proposal for the work as advertised.

ADVERTISEMENT: The notice to bidders printed in the official newspaper setting the date for receiving bids.

CONTRACTOR: The party to whom the Contract is awarded, acting directly or through authorized representatives or employees.

SPECIFICATIONS: All provisions, requirements, and directions contained herein, together with all written agreements, orders for additional and extra work, made or to be made, pertaining or relating to the method and manner of performing the work, or the quantity and quality of materials to be furnished under the Contract.

CONTRACT: The agreement covering the procurement and performing duties. The Contract includes the Advertisement, Proposal, Specifications, and other agreements or orders which may be required to complete the project.

PROPOSAL: The prepared form on which the Bidder shall submit the bid or Proposal for the work advertised.

USEPA: The United States Environmental Protection Agency

NJDEP: The New Jersey Department of Environmental Protection

NJDOT: The New Jersey Department of Transportation

**STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS**

The Contractor shall submit with Their bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended, or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Municipality)

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

I am \_\_\_\_\_, an officer of the firm  
\_\_\_\_\_ 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 of this  
bid, is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidder; and that all  
statements contained in said Proposal and in the affidavit are true and correct, and made with the full knowledge that the Owner 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 this Contract, including the Guarantee Period, that Owner  
shall be immediately 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. 7:1D-  
2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
(Insert Name and Address of Contractor)

\_\_\_\_\_  
(Insert Name and Title of Affiant)

Subscribed and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



**CERTIFICATION OF NON-DEBARMENT**  
**FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

**Part I - Vendor Information**

Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE Code (if applicable)	

**Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II - Certification of Non-Debarment: Individual or Organization**

I hereby certify that the **individual or organization** is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Cedar Grove is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Township of Cedar Grove to notify the Township of Cedar Grove in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township of Cedar Grove, permitting the Township of Cedar Grove to declare any contract(s) resulting from this certification void and unenforceable.

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

## Part III – Certification of Non-Debarment: Individual or Entity Owning Greater than 50 Percent of Organization

SECTION A (Check the Box that Applies)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization:	
Physical Address	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
SECTION B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity:	
Physical Address	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
SECTION C Certification	
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of <b>&lt;name of organization: _____&gt;</b> . I further ack	
Full Name (Print)	Title
Signature	Date

## Part IV Certification of Non-Debarment: Contractor – Controlled Entities

SECTION A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be..
Name of Business Entity:	Physical Address

**Add additional sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company		
<b>SECTION B (Skip if no business entities are listed in Section A of Part IV))</b>			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV:	Physical Address		
**Add additional sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>SECTION C Certification</b>			
I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Cedar Grove is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Township of Cedar Grove to notify the Township of Cedar Grove in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township of Cedar Grove permitting the Township of Cedar Grove to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print)		Title	
Signature		Date	

**COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT CERTIFICATION**

Bidder’s Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.24 inclusive) and all acts amendatory thereof and supplemental thereto.

Special Instructions: Answer each question with a “yes” or “no” entered in the space provided and furnish additional information when required.

1. Has the bidder been notified by the Commissioner of Labor and Industry by notice issued pursuant to N.J.S.A. 34:11-56.37 that he/she have been blacklisted for failure to pay the prevailing wages as required by the New Jersey Prevailing Wage Act  
\_\_\_\_\_
2. Has any person having an “interest” in the bidder within the meaning of N.J.S.A. 34:11-56.38 been blacklisted as aforesaid?

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

3. Has any person having an interest in the bidder within the meaning of N.J.S.A. 34:11-56.38 had any "interest" as aforesaid in any firm, corporation, or partnership, which has been blacklisted as aforesaid?
4. If the answer to any of the aforesaid questions is "Yes" annex a full statement showing the date of the action taken by the Commissioner of Labor and Industry, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted by the commissioner, and the nature, character and extent of the interest existing between the bidder and the name which was blacklisted as aforesaid.

THE UNDERSIGNED CERTIFIES that the foregoing information and any attachments hereto, to the best of Their knowledge are true and complete. Furthermore, the Undersigned agrees, that if awarded the Contract, any and all Prevailing Wage Rates required under the Contract will be paid.

The undersigned is (an Individual)  
(a Partnership) under the laws of the State of \_\_\_\_\_  
(a Corporation)  
(a Limited Liability Corporation)

having principal offices at \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Subscribed and Sworn Before Me

This \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

## **CONTRACTOR REGISTRATION ADVISEMENT** **FOR PUBLIC WORKS PROJECTS**

A new law, known as “The Public Works Contractor Registration Act” (P.L. 1999, c.238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid 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 that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act’s requirements. The registration fee has been set at \$300 per year. Under the Act, public bodies are expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term “contractor,” is defined in the Act as, “a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the “New Jersey Prevailing Wage Act,” P.L. 1963, c.150 (C.34:11- 56.25, et. seq.) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public institution, and includes any subcontractor or lower tier subcontractor as defined herein, except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution.”

## **INFORMATION TO BIDDERS**

Bidders are cautioned and directed to inspect the site of the proposed work, familiarizing themselves with all the physical features at and adjoining to said site.

1) **EXAMINATION OF SPECIFICATIONS**

Bidders are required to carefully examine form of Proposal and Specifications, and satisfy themselves concerning all conditions pertaining or relating hereto.

2) **PROPOSAL**

The Bidder must submit this complete book with his Proposal on the form furnished therein to the Township Clerk. He must state the prices, written in ink, in words, and numbers, for each item of the work stated therein, if a unit price bid is asked. If a percentage is asked, the same rule applies to the percentage.

3) **SIGNATURE OF PROPOSAL**

The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person signing the Proposal must show the names, titles, and business addresses of the President, Secretary, and Treasurer.

4) **RECEIPT OF PROPOSAL**

Bidders must submit their Proposal in sealed envelopes. On the outside of the envelope must be stated the name and address of the Bidder and the name of the work shown in the advertisement. Proposals must be delivered at the time stated in the advertisement.

5) **WITHDRAWAL OF PROPOSAL**

Bidders will not be permitted to withdraw any Proposal after it has been received except by and with the consent of the Governing Body, acting through the committee authorized to receive said Proposals. Under no condition will the Bidder be allowed to withdraw his bid after the opening of the first bid.

6) **OPENING OF PROPOSALS**

Proposals will be opened publicly and read on the date at the time set and stated in the advertisement.

7) **INFORMAL PROPOSALS**

Bidders are cautioned not to attach any conditions, limitations or provisions to their Proposals, as any such limitations, conditions or provision will render the bid informal and same will be rejected. Any such informal bid will be returned to the Bidder immediately after the informality is ascertained. Bids will not be received or considered for the use of other materials than those specified.

8) **REJECTION OF BIDS**

The Governing Body reserves the right to reject any or all bids in accordance with 40A:11-13.2.

9) **AWARD OF CONTRACT**

All contracts for the subject matter contemplated herein will be awarded by the Governing Body to the successful bidder, in accordance with the requirements of law.

10) **EXECUTION OF CONTRACT AND COMMENCING OF PROJECT**

Four (4) contracts will be furnished immediately upon the Governing Body's award of contract. The individual, firm, or corporation, to whom or to which the contract is awarded, shall sign the contract and furnish the necessary bonds and file the same in the office of the Township Clerk within one week of the award of contract.

11) **FAILURE TO EXECUTE CONTRACT**

Failure on the part of the successful bidder to sign the Contract, as required within ten (10) business days of the award, shall be just cause for the annulment of the award and in such case it is understood by the bidder that the certified check deposited with the Proposal shall be forfeited to the use of the Governing Body, as liquidated damages and not as a penalty.

12) **SUBLETTING OF CONTRACT**

The Contractor will be held responsible for carrying out and completing all of the provisions of the Contract and Specifications and he shall not sublet, transfer, or assign the Contract or any portion thereof to any other party without the written consent of the Governing Body.

Subletting will not be permitted to firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Building and Construction, Bureau of Contractor Pre-qualification. (609-292- 5022).

13) **LAWS, ORDINANCES, PERMITS**

The bidder must secure all permits, insurance or licenses needed under state laws or Township ordinances affecting this work at his own expense. Ignorance regarding such requirements shall in no way serve to modify the provisions of this Contract.

14) **CONDITIONS OF AWARD**

The Governing Body will require a statement regarding equipment and satisfactory evidence of the ability of the bidder to execute the work in the time specified and of control by him of the plant and equipment required.

15) **COMPLETION**

The work herein specified is to be completed within sixty (60) calendar days after notice to proceed, weather permitting, including all awarded alternates. The contractor shall price accordingly to account for weather delays, holidays, and review of shop drawings, and any other potential delays typical of a project of this duration and magnitude.

16) **EXTENSION OF TIME**

Extension of time stipulated in the Contract for completion of the project will be made if and when proper and when the work of the Contractor is delayed on account of conditions which in the opinion of the Township warrant such extension; provided however, that no extension on account of delay will be granted

unless notice is given the Township in writing of such delay and of the Contractor's intention to claim an extension of time within fifteen (15) days after the beginning of such delay and such notice shall give complete information of the nature, cause and probable extent of the delay.

17) **LIABILITY OF CONTRACTOR**

The Contractor shall take all responsibility of the work, and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him on account of the amount of the character of the work, or because of the nature of the land in or on which the work is done is different from that which was estimated or expected, or on account of the weather, elements, fires or other causes; and he shall assume the defense of, and indemnify the Township, and save harmless the Township and its officers and agents, all claims relative to labor and materials furnished for the work; to inventions, patents, and patent rights used during the work; to injuries to any person or corporation received or sustained by or from the Contractor and his employees in doing the work or in consequence of any improper materials, implements of labor, or labor used herein; and to any act, omission or neglect of the Contractor and his employees therein. The Contractor shall be responsible for any and all damages to existing structures or equipment at the site of the work and shall at his own expense repair all such damage.

18) **DEDUCTIONS**

Any amount at any time due the Township from the Contractor under this Contract, or under any law or ordinance, including liquidated and other damages and amounts which the Township is entitled to deduct hereunder, and any expense for repairs or otherwise which the Township or any other agent thereof is authorized to incur on behalf of the Contractor, shall be deducted, retained and paid by the Township out of the monies due or to become due the Contractor under this Contract, or if such monies are not sufficient, the additional money shall be furnished by the Contractor and if he refuses or neglects to provide the same they shall be provided by the sureties.

19) **INSURANCE**

The Contractor shall keep in force the following types of insurance in a company or companies acceptable to the TOWNSHIP OF CEDAR GROVE.

1. WORKERS COMPENSATION

Workers Compensation to comply with the NJ Statutes and any other state where work is to be performed. Coverage for U.S. L & HW act & Jones Ave, if applicable.

2. COMPREHENSIVE GENERAL LIABILITY

Minimum policy limits of \$ 1,000,000.00. Combined Single Limit.

Policy in Standard Form, to include the Occurrence Clause and must include contractor's protective liability coverage, completed operations and the Comprehensive General Liability Broadening Endorsement (Form GL0404) or equivalent. Certificate must confirm property damage liability coverage for explosion, collapse and underground damage, if your work is subject to these hazards (XCU Coverage). Policy to be endorsed to make the TOWNSHIP OF CEDAR GROVE an Additional Insured.

3. AUTOMOBILE LIABILITY

Covering all owned, non-owned, and hired vehicles. Minimum policy limit of: \$1,000,000.00.



Combined Single Limit. Policy to be endorsed to make the TOWNSHIP OF CEDAR GROVE an Additional Insured.

4. UMBRELLA LIABILITY

Minimum policy limit of \$ 5,000,000.00. per occurrence \$ 5,000,000.00. annual aggregate

Policy to be endorsed to make TOWNSHIP OF CEDAR GROVE an Additional Insured.

5. PROPERTY INSURANCE

The Contractor is required to insure his own property. The TOWNSHIP OF CEDAR GROVE will not provide any insurance on contractor's property.

6. SUBCONTRACTORS

Any subcontractors retained by the Contractor must fully comply with the same insurance requirements applicable to the Contractor.

The Contractor agrees that it will defend, indemnify and save harmless THE TOWNSHIP OF CEDAR GROVE it's officials, agents and employees from any and all liability, suits, actions and demands and all damages, costs or fees on account of injuries to persons or damage to property, including accidental death, arising out of or in connection with the work or by reason of the operations under this agreement.

Before the Contractor shall be permitted to commence the work described in this contract, he shall furnish the TOWNSHIP OF CEDAR GROVE with the certificate of insurance from his insurance carrier certifying that the coverages specified above are in effect.

The certificates of insurance shall contain a clause stating that " TOWNSHIP OF CEDAR GROVE", is to be notified at least thirty (30) days prior to cancellation of/or material change in this policy.

20) **AFFIRMATIVE ACTION**

- (a) If awarded a contract, the successful bidder/vendor will be required to comply with the requirements of N.J.S.A. 10.5-31 et seq. and N.J.A.C. 17:27 et seq.
- (b) All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the Township's contract, one of the following:

Goods, Professional Services and General Service Vendors

- 1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division of Contract Compliance and Equal Employment Opportunity in the Public Contracts ("Division"), (see Attachment #5)  
This approval letter is valid for one year from the date of issuance, or
- 2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with the N.J.A.X. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. (See Attachment #6) The period of validity of the Certificate is indicated on its ace. Certificates must

- be renewed prior to their expiration date in order to remain valid, or
3. The successful vendor shall complete and Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township (see Attachment #7). Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the Equal Employment Opportunity (EEO/Affirmative Action (AA) evidence must be submitted.

For all goods, services and professional service vendors, vendors shall comply with the affirmative action language of Exhibit A (see Attachment #3).

For all construction contracts, the successful bidder shall comply with the affirmative action language of Exhibit B (see Attachment #4).

(REVISED 4/10)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)  
N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 for this nondiscrimination clause.

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

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

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

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

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form of AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

**U.S. Department of Labor**

Employment Standards Administration  
Office of Federal Control Compliance



Programs

Newark Area Office  
124 Evergreen Place, Fourth Floor  
East Orange, NJ 07108

February 27, 20\_\_

Dear

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

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

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

Sincerely,

Area officer Director

# SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certificate \_\_\_\_\_

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

# VOID

This is to certify that the contractor listed herein has submitted an Employee Information Report pursuant to H.S.A.C. 17:27-1.1 of exp. and the State Treasurer has approved said report. This approval will remain in effect for the period of \_\_\_\_\_ to \_\_\_\_\_.

[ **VOID**



State Treasurer

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

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$15000 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/division/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/division/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

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

**SECTION B - EMPLOYMENT DATA**

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

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

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

**SECTION C - SIGNATURE AND IDENTIFICATION**

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

# State Of New Jersey

Department of Labor & Workforce Development  
Construction EEO Compliance Monitoring Program

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

For instructions on completing the form, go to:

[http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa202ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf)

1. Name and address of Prime Contractor

3. F ID or SS Number

4. Reporting Period

2. Contractor ID Number

(NAME)

Date of Award

ADDRESS

5. Public Agency Awarding Contract

6. Name and Location of Project

County

7. Project ID Number

(CITY)

(STATE)

(ZIP CODE)

B. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVERSED)	11. NUMBER OF EMPLOYEES						12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS				14. % OF WORKERS				15. CUM. WORK HRS				16. CUM. % OF WH						
				A.	B.	C.	D.	E.	F.		A.	B.	A.	B.	A.	B.	A.	B.	A.	B.	A.	B.							
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES		MIN.	FEMALE	% OF MIN.	% OF FEMALE	WH	WH	WH	WH	MIN.	FEMALE	HOURS	HOURS	% OF MIN.	% OF FEMALE					
			J																										
			AP																										
			J																										
			AP																										
			J																										
			AP																										
			J																										
			AP																										
			J																										
			AP																										

17. COMPLETED BY (PRINT OR TYPE)

(NAME)

(SIGNATURE)

(TITLE)

(AREA CODE)

(TELEPHONE NUMBER)

(EXT.)

(DATE)

DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM



21) **STATEMENT OF OWNERSHIP**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any state, county, Township or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein.

22) **OBJECTIONS TO SPECIFICATIONS**

From time to time, the drawing of specifications is accomplished with the assistance of persons or firms from the particular industry concerned with the subject matter of the proposed Contract. All proposed Bidders are advised to examine the specifications carefully and object to any specifications they find to be superfluous or anticompetitive in effect, before the time set for receipt of bids.

23) **ADDENDUM**

The owner reserves the right to issue an addendum to these specifications up to seven (7) days, Saturday, Sundays, and holidays excepted, prior to the date specified for the receipt of bids, to any person who has received a bid package. Said addendum will be submitted to all bidders by either certified mail or by certified facsimile transmission, meaning that the sender produces a receipt showing the date and/or time of issuance of the addendum, or by a delivery service that provides certification of delivery to the sender. The addendum(s) shall be included by the bidder in these specifications at the time of bid. Failure of the contractor to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file with the contracting unit, shall not be considered failure by the contracting unit to provide notice.

24) **SALES TAX EXEMPTION**

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

The contractor is responsible for checking with the State of New Jersey on items that may be exempt and steps which should be taken to obtain such exemption.

25) **DEFAULT AND TERMINATION OF CONTRACT**

If the contractor:

- (a) fails to complete the contract within the time specified, as extended or
- (d) discontinues the prosecution of the work, or
- (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- (h) allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- (I) makes an assignment for the benefit of creditors, or
- (j) fails to acquire or maintain the required insurance, or
- (k) fails to comply with Contract requirements regarding minimum wage payments or Equal Employment Opportunity requirements, or
- (l) for any other cause whatsoever, fails to carry on the work in an acceptable manner, the Governing Body will give written notice to the Contractor of such delay, neglect or default. Such notice shall demand the elimination of such cause for default and termination as is listed above. If the contractor, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Governing Body will, upon written notification from the Township of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the work out of the hands of the Contractor. The Township may appropriate any or all materials and equipment on the site as may be suitable and acceptable to complete the work in accordance with the Contract Documents or may enter into an agreement for the completion of said Contract according to the terms and provisions thereof with another contractor, or use such other methods as will be required for the completion of said Contract in an acceptable manner, including completion of the work by the Township.

All costs and charges incurred by the Township, together with the cost of completing the work under Contract, will be deducted from any monies due or which may become due said Contractor. If such expense exceeds the sum which would be available from such monies, then the Contractor shall be liable and shall pay to the Township the amount of such excess. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

- (a) the delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor which warrant an extension of time.
- (b) the Contractor, within 10 days from the beginning of any such delay listed in (a), above, notifies the Township in writing of the causes of delay.

26) **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the work on the Contract as a whole shall be stopped by order of the court or any public authority for a period of three months without act or fault of the Contractor or of any of his agents, servants, employees, or subcontractors, the Contractor may, upon seven (7) days' notice to the Township, discontinue his performance of the work and/or terminate the Contract. The Contractor shall not be obligated to pay to the Township any excess of the expense of completing the work over the unpaid balance of the compensation to be paid the Contractor hereunder. The

Contractor shall be reimbursed for expenses incurred during delays for which he is not responsible, pursuant to the provisions of U.S. EPA Regulations 40 CFR, Section 33.1030, Clause 5.