



**BOROUGH OF HILLSDALE
COUNTY OF BERGEN, NEW JERSEY**

CONTRACT SPECIFICATIONS & BID DOCUMENTS

SPECIFICATIONS FOR: **SUPPLEMENTAL GARBAGE TRUCK RENTAL**

SUBMISSION DEADLINE

11:00 A.M. prevailing time
Friday September 27, 2019
Borough Council Chambers
380 Hillsdale Avenue
Hillsdale, NJ 07642

**All proposals must be clearly marked “Request for Bids:
“SUPPLEMENTAL GARBAGE TRUCK RENTAL”**

ADDRESS ALL PROPOSALS TO

Borough of Hillsdale
ATTN: Denise Kohan, Borough Clerk
380 Hillsdale Avenue
Hillsdale, NJ 07642
(201) 666-4800 extension 1552

**BOROUGH OF HILLSDALE
SUPPLEMENTAL GARBAGE TRUCK RENTAL
BIDDERS CHECKLIST**

<i>Required by Borough of Hillsdale</i>	<i>Item</i>	<i>Initial each entry, and submit the required form if the box contains an <input checked="" type="checkbox"/></i>
<input type="checkbox"/>	Legal Notice to Bidders – READ	
<input type="checkbox"/>	Insurance Requirements – READ	
<input checked="" type="checkbox"/>	Business Registration Certificate – SUBMIT	
<input type="checkbox"/>	Mandatory Equal Employment Opportunity Language Exhibit A - READ	
<input checked="" type="checkbox"/>	Ownership Disclosure Certification Form - SIGN AND NOTARIZE	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit Form - SIGN AND NOTARIZE	
<input checked="" type="checkbox"/>	Acknowledgement of Principal – SIGN AND NOTARIZE	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language - READ	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran – COMPLETE	
<input checked="" type="checkbox"/>	Affirmative Action Compliance Notice – COMPLETE	
<input type="checkbox"/>	Bid Guarantee in the amount of 10% of total bid or as specified in the Legal Notice to Bidders – COMPLETE	
<input type="checkbox"/>	Consent of Surety – COMPLETE	
<input checked="" type="checkbox"/>	Addenda Acknowledgement Form – SIGN	
<input type="checkbox"/>	Technical Specifications – READ	
<input checked="" type="checkbox"/>	Bidders Information Sheet – COMPLETE	
<input checked="" type="checkbox"/>	Bid Proposal Form – COMPLETE, SIGN, AND SEAL	

<u>AFTER AWARD OF CONTRACT</u>		
<input checked="" type="checkbox"/>	Signed Agreement – SIGN & SEAL	
<input checked="" type="checkbox"/>	Certificate of Insurance – SUBMIT WITH EXECUTED CONTRACT	
<input type="checkbox"/>	Performance Bond	

NOTICE TO BIDDERS
BOROUGH OF HILLSDALE
COUNTY OF BERGEN

NOTICE IS HEREBY GIVEN that sealed Request for Bids submissions shall be received by the Borough Clerk of the Borough of Hillsdale for **SUPPLEMENTAL GARBAGE TRUCK RENTAL**. The Bid submissions will be publicly opened and read in the Council Chambers in the Municipal Building at 380 Hillsdale Avenue, Hillsdale NJ 07642, County of Bergen, on the Submission Deadline of **Friday September 27, 2019 at 11:00 A.M.** or as soon thereafter, local prevailing time. **All proposals must be clearly marked “Request for Bids: SUPPLEMENTAL GARBAGE TRUCK RENTAL”**

Sealed proposals are being solicited in accordance with the Local Public Bidding Law and Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The Request for Bids documents may be obtained from the Borough Clerk's Office during the hours of Monday to Friday from 8:00 a.m. to 4:00 p.m. The Governing Body reserves its right to reject all submissions and/or award any or all contracts to a qualified vendor through this public bid process in accordance with law.

By: Denise Kohan
Borough Clerk

Instructions to Bidders and Statutory Requirements

I. SUBMISSION OF BIDS

- A.** Sealed bids shall be received by the Borough of Hillsdale, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said Legal Notice being attached hereto and made a part of these specifications.
- B.** Sealed bids will be received by the Borough Clerk as stated in the Legal Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C.** The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid. The Borough requests that you submit all pages of the response on a CD in addition to the printed copies. If a spreadsheet is requested it can be included on the same CD in a separate file in excel format.
- D.** It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E.** Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F.** All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G.** Each bid proposal form must be submitted upon the bid proposal form included in these documents complete with the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H.** Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an on the submission checklist, shall be applicable to this bid and be made a part of the bid documents:

A. BID GUARANTEE

Bid Guarantees are required only if directed by the Legal Notice found on page three. If no bid requirement is stated, then no bid deposit is required. If stated otherwise, the Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total bid price not to exceed \$20,000, or as stated on the legal notice, payable unconditionally to the Borough of Hillsdale.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. Please refer to the legal notice for specific direction before obtaining the bid bond. **Bid Bonds that contain the following language: “shall pay the Obligee the difference...” are unacceptable, the law is 10% of the bid amount not to exceed \$20,000.00. AIA Form A310 contains language that is unacceptable. It is recommended that bidders utilize the Bid Bond Form provided in this package.**

B. CONSENT OF SURETY

If required, Bidder shall submit with the bid a Consent of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. Failure to submit consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

If required, Bidder shall simultaneously with the delivery of the executed contract, submit an executed performance bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall, with the delivery of the performance bond, submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of two (2) years.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:3-5.

III. INTERPRETATION, ADDENDA AND DISCREPANCIES

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids.

Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Borough Administrator, or as otherwise stipulated in the specification. In order to be given consideration, a written request must be received at least ten (10) business days (Saturday, Sunday and holidays excluded), prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required seven (7) days' notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

If so stated in the Legal Notice to Bidders, a pre-bid conference for this proposal will be held. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are intended to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated. The use of brand names is not intended to preclude bidders from proposing equivalent goods or services.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents shall include but are not limited to the following coverage:

Liability

- 1.1 The contractor shall take out and maintain during the life of this contract, at his own

expense, such public liability insurance for bodily injury and property damage, and municipality's and contractor's protective insurance and automobile insurance as shall protect himself, the municipality and any subcontractor performing work covered by this contract, from claims for personal injury, including wrongful death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them.

- 1.2 Indemnification - the contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the Borough of Hillsdale and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplies under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.
- 1.3 Insurance -the successful bidder shall secure and maintain in force for the term of the contract, liability insurance as provided herein. The successful bidder shall provide the Borough of Hillsdale with current certificates of insurance for all coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to the Borough of Hillsdale. The insurance to be provided shall be as follows:
 - A. Commercial general liability insurance shall provide not less than \$1,000,000 per occurrence / \$2,000,000 aggregate bodily injury and property damage, under simplified form of coverage.
 - B. Commercial automobile liability insurance shall provide coverage for claims arising from owned, hired, or non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage.
 - C. Worker's compensation insurance, pursuant to N.J.S.A. 34:15-1 et.seq. and N.J.A.C. 12:235-1.6 and employers liability insurance, should cover all employees of the general contractor. Subcontractors should provide certificates of insurance to the general contractor. Employer's liability should be no less than \$1,000,000 (one million dollars).
- 1.4 Endorsement - the contractor shall add the Borough of Hillsdale as a named insured upon all insurance certificates.
- 1.5 Certificates of insurance attesting to the type of coverage and limits liability shall be required prior to the execution of this contract by the Borough of Hillsdale. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost. Borough of Hillsdale fees shall be waived.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. **All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner.**

As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A (Goods and Services) or Appendix B (Construction Contracts) of this bid specification.

1. Goods and Services (including professional services) Contracts

Each 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:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report (AA202) once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The AA202 form is available at the following website: http://liberty.state.nj.us/treasury/contract_compliance/pdf/aa202.pdf.

The contractor shall also 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.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix B of this specification 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 owner harmless.

C. STATEMENT OF CORPORATE OWNERSHIP

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a Statement of Corporate Ownership document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

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 to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, the 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.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.
- 4) 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.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

F. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and must be submitted with the bid proposal.

G. NEW JERSEY PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/regperm/public_contracts_general.html.

H. IRAN CERTIFICATION

Bidders must also certify that they are not engaged in investment activities in Iran. (P.L. 2012, c. 25, N.J.S.A. 52:32-55 and N.J.S.A. 40A:11-2.1) This certification must be included in the bid packet in order for it to be accepted by the Borough. False certifications carry a civil penalty of \$1,000,000 or twice the value of the contract awarded (N.J.S.A. 52:32-59).

I. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate (sample below) **at the time the bid proposal is submitted**. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors

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

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

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

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/lse-2.pdf. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration. Certified Payroll records shall be submitted prior to the final payment being made.

J. DOCUMENT RETENTION

In accordance with NJAC 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of a minimum of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

VIII. AWARD OF CONTRACT

- A.** Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B.** If the award is to be made on the basis of a total bid only, it shall be made to the responsible responsive bidder submitting the lowest base bid. In case of a tie the bid shall be awarded based on Borough experience and/or proximity to Borough.
- C.** If the award is to be made on the basis of a combination of a base bid with selected options (based on the availability of funds); it shall be made to the lowest responsible responsive bidder. In case of a tie bid, the closest in proximity shall be awarded, if necessary historical experience will be the final factor.
- D.** The owner may also elect to award the contract on the basis of lowest unit prices or total categories.

- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.
- F. Executed contract shall be returned within ten (10) days to the Borough Clerk along with Certificate of Insurance and Performance Bond in the amounts required by these specifications.
- G. The Borough further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Borough. Without limiting the generality of the foregoing, the Borough reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**
It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new parties will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

A. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS

Prime Contractor shall be paid according to the guidelines set forth in NJSA 2A:30A-1 et seq. provided:

1. The contractor has performed in accordance with the contract; and
2. The work has been approved and certified by the Borough's "Designated Project Manager", hereafter referred to as "DPM", who shall be named in the technical specifications herein, and
3. That a written statement identifying any discrepancies in the work has not been sent by the Borough to the contractor explaining any amount withheld and the reason for withholding payment.
4. If any or all of the work associated with this bill is disputed, the portion of work which is not being questioned shall be paid in accordance with NJSA 2A:30A-1 et seq. A written explanation of any discrepancies shall be sent to the contractor no more than twenty days from the billing date.

If the foregoing conditions have been met, the Borough shall pay the bill not more than thirty (30) calendar days after the billing date, or after the next Council Meeting date, whichever is less.

B. REQUEST FOR PAYMENT NOTIFICATION

When mailing or hand-delivering a Request for Payment, envelopes shall be clearly marked "Request for Payment" and sent directly to the Borough's DPM. If an outside Consultant or Engineer has been contracted by the Borough for Construction Observation or Work Inspection, the contractor shall also submit a copy of the request for payment to the Consultant.

C. FINAL PAYMENT AND CLAIMS

After the final acceptance of work by the Borough and/or Borough Professional(s), the balance of monies due will be paid up to 100% of the total work completed.

XII. ELECTION LAW ENFORCEMENT COMMISSION (E.L.E.C.) NOTICE

Regarding “Pay-to-Play” disclosure of contributions by business entities

Summary “pay-to-play” prohibition on business entity contributions (N.J.S.A. 19:44a-20.3 through 20.25): contributions by business entities that have or are seeking New Jersey government contracts, the “Pay-To-Play” disclosure law requires that prior to entering a contract with a governmental entity of more than \$17,500 that is not publicly advertised, a business entity must disclose to that governmental entity certain contributions made during the past year. Further, a business entity that has received \$50,000 or more through government contracts in a calendar year must file an annual disclosure statement electronically with the commission to report contract information and reportable contributions it has made. The due Date for the first annual disclosure report for calendar year 2006 is September 28, 2007. For each subsequent calendar year, the proposed due date is March 30th. The business entity annual statement form and instructions can be found at the following web address: <https://wwwnet1.state.nj.us/lpd/elec/ptp/form.aspx>

**AS A PROFESSIONAL COURTESY
PLEASE PLACE HERE
A PHOTOCOPY OF
NEW JERSEY
BUSINESS REGISTRATION
CERTIFICATE**

(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 of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

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 shall 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 or proposal.

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	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% 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	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing 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 Borough of Hillsdale 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 Borough of Hillsdale to notify the Borough 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, permitting the Borough of Hillsdale to declare any contract(s) resulting from this certification void and unenforceable.

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

IMPORTANT: THIS FORM MUST BE SUBMITTED BY THE BIDDER

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

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 Borough of Hillsdale relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Signature

Type or Print name

Subscribed and sworn to

before me this _____ day of
_____, 2____

Notary Public

My Commission Expires _____

(Notary Seal)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF _____)
) SS:
COUNTY OF _____)

IF A CORPORATION

BE IT REMEMBERED, that on this _____ day of _____ in the year _____ , AND before me, the subscriber, a Notary Public of the State of _____ personally appeared who, being by me duty sworn on h_____ oath, doth depose and make proof to my satisfaction the he is the Secretary or Assistant Secretary of _____, the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporation seal of said Corporation; and the seal affixed to said Instrument is such Corporation seal and was thereto affixed and said Instrument signed and delivered by said President, as and for h voluntary act and deed and as and for the voluntary act and deed of said Corporation; in presence of deponent, who thereupon subscribed h_____ name thereto as witness.

Signature of Secretary or
Signature of Assistant Secretary

IF A PARTNERSHIP

Sworn to and subscribed before me, a Notary Public in the State of _____

On this _____ day of _____, 20____, before me personally came _____ and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as for the act and deed of said firm.

Signature

IF AN INDIVIDUAL

Sworn to and subscribed before me, a Notary Public in the State of _____

On this _____ day of _____, 20____ before me personally came _____ known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same, as for his voluntary act and deed.

Signature

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

Notary Public
My Commission Expires _____ (Notary Seal)

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

The contractor and the Borough of Hillsdale, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the 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's 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 proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

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

Pursuant to Public Law 2012, c. 25 (N.J.S.A. 52:32:55 et seq.), any person or entity (bidder) that submits a bid or proposal of otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If the contracting unit determines that a bidder submits a false certification, the contracting unit shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59.)

PLEASE CHECK NEXT TO APPROPRIATE STATEMENT:

- I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the New Jersey Department of 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 below.
- I am unable to certify as indicated above the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department Treasury’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 assess 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 and/or affiliates, engaging in investment activities in N.J.S.A. 52:32-56(f) by completing the boxes below.

Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____

Contract Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (continued)

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Select this if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to the form, following the same format under Part 2. Please number each attachment and affix to this form.

Number of Attachments: _____

PART 3: 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 _____ (*fill in the name of the contracting unit*) is relying on the information herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the contracting unit in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the local contracting unit and that the local contracting unit, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

Bidder/Vendor: _____

Bidder/Vendor Phone Number and/or Contact Information: _____

BID BOND FORM

(If used, must accompany proposal)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the BOROUGH OF HILLSDALE in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, **WHEREAS**, the Principal has submitted to the BOROUGH OF HILLSDALE a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the supplying and furnishing of _____.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or, in the alternate

(b) If said Bid shall be accepted and the principal shall execute and deliver a contract properly completed in accordance with said Bid and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

THEN, this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their CORPORATE SEALS to be hereto AFFIXED and these presents to be signed by their proper officers, this _____ day of _____, 20_____.

Principal/Company

By: _____

Title: _____

By: _____

Attorney-in-Fact

CONSENT OF SURETY
(Form for use by Bond Company)

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

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)
the full amount of awarded contract in the event that said contractor is awarded a contract for the
above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

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

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

BOROUGH OF HILLSDALE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Bidder Initial)

No addenda were received.

Acknowledged for: _____
(Name of Bidder/Company)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**BOROUGH OF HILLSDALE
SUPPLEMENTAL GARBAGE TRUCK RENTAL
TECHNICAL SPECIFICATIONS**

The Vendor shall provide the services listed herein to the Borough of Hillsdale.

1.0 GENERAL REQUIREMENTS

The Vendor shall provide a rear load packer garbage truck(s) with and a leaf chute and an operator(s) to transport leaves for the Borough of Hillsdale in first class operating condition.

The purpose of this request for proposal is to establish a term contract for fall supplemental garbage truck rental.

The successful bidder will perform all of its obligations hereunder in accordance with any and all requirements of the constituted public authorities and with all federal, state, or local laws and ordinances, and the applicable bureaus, offices, commissions and other agencies, now or hereafter in effect.

It is the intention of these specifications by the Borough of Hillsdale to solicit proposals from qualified individuals and firms to provide fall Supplemental Garbage Truck(s) Rental with an Operator(s). Bids will be evaluated in accordance with the criteria set forth in this Bid Request. One or more individuals/firms may be selected to provide services.

The Borough Public works will load the garbage truck(s) with a loader.

No minimums or guarantees are made or implied in regards to the total value of this open-ended contract.

2.0 PERIOD OF CONTRACT

As provided by the Local Public Contract Law NJSA 40A:11-15, this is a one (1) year contract which may be extended for up to two (2) additional one (1) year option if performance is satisfactory and funds are appropriated in the annual budget. Continuation of the terms of the contract beyond the fiscal year is contingent on the availability of funds in the following year's budget. The Borough reserves the exclusive option of renewing the contract for up to two (2) options for a one (1) year extension option based upon the same terms and conditions as specified in the bid proposal.

The successful Vendor will be required to hold prices awarded for the life of the contract.

The term of this contract shall be for one year beginning October 31, 2019 through December 13, 2019. The dates are approximate and may be modified based upon the needs of the Borough of Hillsdale.

3.0 EQUIPMENT

Contractors shall submit bids on the attached proposal forms for a rear load packer garbage truck(s) with and a leaf chute and an operator(s) to transport leaves for the Borough of Hillsdale in first class operating condition. Leaves are collected curbside throughout the borough and or at the Public Works facility. The hourly rate includes the cost of labor, driver(s)-operator(s), leave chute(s), materials, equipment, transportation, fuel, oil, repairs, safety lights, maintenance, insurance and all else necessary therefore and incidental thereto. The driver will operate the packer on the garbage truck(s) while the Borough loads the

leaves in the truck. Garbage Truck shall have valid registration, valid insurance, valid diesel emission inspection and valid annual US DOT inspection. Minimum Garbage Truck capacity shall be twenty five (25) cubic yards.

All equipment shall be subject to inspection by the Superintendent of the Department of Public Works, and/or his representative, and if, in his judgment, the equipment is not in operating condition at any time, the contractor shall make necessary repairs forthwith or substitute acceptable equipment as directed. The Borough reserves it right to inspect the Garbage Truck(s) prior to awarding the contract and any time during the contract.

4.0 LOCATION AND MAINTENANCE OF EQUIPMENT

The contractor shall give priority to this commitment to the Borough of Hillsdale, notwithstanding any other contracts, public or private. The contractor shall agree to have the required Garbage Truck(s) available and in first class operating condition at all times in order to be prepared to begin leaf removal operations forthwith upon notification as provided below. The contractor shall either maintain his own repair shop facilities with a capable mechanic in charge within the area above described or shall have such facilities available to him on an emergency basis so that if an equipment breakdown occurs at any time, the equipment can be repaired and placed back in service with minimum delay.

Borough will direct the contractor where to dispose of the leaves. Currently the location is in Demarest, NJ, this location can change at the Borough's discretion. The Borough will pay disposal costs directly, disposal costs are not part of this bid.

5.0 OPERATING TIME AND RATES

Rates for operating time for Garbage Truck Rental shall include all operators, all operating expenses of the equipment, Workmen's Compensation and Employer's Liability Insurance, Unemployment Compensation and Social Security on all workers.

The Borough and the Contractor shall maintain complete records of time of operation and areas covered from time of punching in on the time clock at the DPW Garage and punching out on the time clock after the Contractor is released by the Superintendent of Public Works or his or her designee for each day. The Contractor shall also punch in and out during the unpaid lunch break. The Contractor must punch their time card to be paid. NO EXCEPTIONS.

Holidays with no leaf collection, Veterans Day, Thanksgiving and the Friday after Thanksgiving, contractor will not be paid for the holidays. All dates are approximate and the Season can be shorter or longer based upon need and/or weather.

Normal work hours Monday to Friday from 7 am until 3:10 pm minus a one (1) hour unpaid lunch, 7.17 hours per day. Contractor to only be paid when on site, contractor to complete time sheet daily for payment. Travel time will not be paid. Additional hours and or days not within the hours above shall be paid based upon the same hourly rate as per the bid. Minimum call out time two (2) hours.

No time shall be allowed for Garbage Truck which become disabled and are unable to continue leaf removal, nor for time consumed in repair work in excess of fifteen (15) minutes. Minimum call out time of two (2) hours will not apply due to mechanical failure(s).

The lowest responsible bid will be based upon the lowest cost per cubic yard per hour. It will be determined by taking the hourly rate per Garbage Truck with an Operator, divided by the number of cubic yards per garbage truck.

The proposal sheets constitute an approximate quantity for each item for bidder's information only, and no warranty is given or implied as to the item or total quantity that will be purchased.

6.0 SUPERVISION

The contractor shall furnish a competent individual to act as supervisor and contact and work in cooperation with the Superintendent of Public Works. Borough reserves right to install GPS tracking in vehicle for monitoring purposes.

7.0 MEAL PERIODS

Unpaid lunch break will be allowed to be taken for one (1) hour one (1) time per day.

8.0 SIGN IN/SIGN OUT

A. All contract removal operators upon arrival at the Hillsdale Department of Public Works (DPW Garage), 371 Washington Avenue, Hillsdale, NJ, shall sign in prior to beginning the assigned area. Sign in sheets are located in the office of the Superintendent of Public Works in the DPW garage.

B. Upon completion of assigned areas, contract operators are required to sign out. No contract operator will be released from duty without authority from the Superintendent of Public Works.

9.0 COMMUNICATIONS

The contractor will provide the driver a cellular phone for communicating with the Superintendent of Public Works and all other Public Works personnel. In order for the Superintendent of Public Works to have control over the leaf removal effort, it is mandatory that the contractor and all his operators be able to communicate and respond by cellular phones.

10.0 SUBCONTRACTING

No portion of the work called for in this contract shall be subcontracted to a third party without the prior written consent of the Borough of Hillsdale after a contract is awarded. In such case, the contractor shall bind the subcontractor to all of the other terms of this contract, specifically including those regarding equipment, insurance, licensing and performance and submit a letter with the name and address of all third-party contractors prior to any work commences.

11.0 PAYMENT

Contractor shall submit a complete itemized invoice account of the operating time for each operator, by dates, on Borough voucher forms as provided by law. Payment vouchers, not accompanied by the Public Works operating sign in sheets will be deemed incomplete.

12.0 EXTENSION OF CONTRACT

The Mayor and Council at its sole discretion, in accordance with NJSA 40A 11-1 et seq., the Mayor and Council may, by adoption of resolution, extend the contract for two (2) one (1) year period(s) if they

determine; that the contract service is being performed in an effective and efficient manner and if any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed and the terms and conditions of the contract remain substantially similar.

Index rate is defined as the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

13.0 SUBMITTALS

All submissions must be received by 11:00 A.M. prevailing time, **Friday September 27, 2019** and delivered to:

Municipal Clerk
Borough of Hillsdale
380 Hillsdale Avenue
Hillsdale, New Jersey 07642

If the submission is late, the proposal will be rejected. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals.

Responders to this solicitation shall closely examine the specific requirements noted herein and shall be submitted with one (1) complete ORIGINAL proposal, clearly marked as the "ORIGINAL" proposal, two (2) full, complete, and exact COPIES of the original proposal package.

Provide one (1) electronic copy of the complete proposal.

To ensure acceptance of the proposal, "**SUPPLEMENTAL GARBAGE TRUCK RENTAL**" should be clearly shown on the front of the return envelope. Facsimile transmittals or offers communicated by telephone will NOT be accepted or considered.

14.0 METHOD OF AWARD

This contract shall be awarded to the lowest responsive and responsible bidder in the best interests of the Borough. It shall be the sole responsibility of the Borough to evaluate all proposals. The Borough, at its' sole discretion, shall maintain the option to award to multiple vendors.

END OF TECHNICAL SPECIFICATIONS

**BOROUGH OF HILLSDALE
SUPPLEMENTAL GARBAGE TRUCK RENTAL
PROPOSAL FORM**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver the services per Schedule of Values for this contract.

BASE BID open ended

The open-ended contract price will be based on the total cost for time on site.

October 31, 2019 to December 13, 2019. The dates are approximate and may be modified based upon the needs of the Borough of Hillsdale.

Garbage Truck #1

Rate: \$ _____ per hour/ per Garbage Truck with an Operator

Rate: (*in words*) _____ dollars per hour /per
Garbage Truck with and Operator

_____ Cubic Yard Capacity (minimum 25 cubic yards)

_____ Cubic Yard Capacity in words (minimum 25 cubic yards)

Cost per cubic yard per hour

\$ _____ Rate per hour/ per Garbage Truck with an Operator divided by _____ number of cubic yards equals \$ _____ hourly cost per cubic yard.

Example:

\$ 80.00 Rate per hour/ per Garbage Truck with an Operator divided by 25 number of cubic yards equals \$ 3.20 hourly cost per cubic yard.

**BOROUGH OF HILLSDALE
SUPPLEMENTAL GARBAGE TRUCK RENTAL
PROPOSAL FORM (continued)**

Garbage Truck #2

Rate: \$ _____ per hour/ per Garbage Truck with an Operator

Rate: *(in words)* _____ dollars per hour /per Garbage Truck with and Operator

_____ Cubic Yard Capacity (minimum 25 cubic yards)

_____ Cubic Yard Capacity in words (minimum 25 cubic yards)

Cost per cubic yard per hour

\$ _____ Rate per hour/ per Garbage Truck with an Operator divided by _____ number of cubic yards equals \$ _____ hourly cost per cubic yard.

Example:

\$ 80.00 Rate per hour/ per Garbage Truck with an Operator divided by 25 number of cubic yards equals \$ 3.20 hourly cost per cubic yard.

List of specific Garbage Trucks with an Operator:

	Make	Model	Year	Vin. #	Cubic Yard Capacity (Minimum 25 Cubic Yards)
1					
2					

**BOROUGH OF HILLSDALE
SUPPLEMENTAL GARBAGE TRUCK RENTAL
PROPOSAL FORM (continued)**

ALTERNATE BID #1 Open ended

The open-ended contract price will be based on the total cost for time on site.

ADDITIONAL GARBAGE TRUCK(S) IF REQUESTED BY BOROUGH

October 31, 2019 to December 13, 2019. The dates are approximate and may be modified based upon the needs of the Borough of Hillsdale.

Alternate Garbage Truck #1

Rate: \$_____ per hour/ per Garbage Truck with an Operator

Rate: (*in words*) _____ dollars per hour /per
Garbage Truck with and Operator

_____ Cubic Yard Capacity (minimum 25 cubic yards)

_____ Cubic Yard Capacity in words (minimum 25 cubic yards)

Cost per cubic yard per hour

\$_____ Rate per hour/ per Garbage Truck with an Operator divided by _____ number of
cubic yards equals \$ _____ hourly cost per cubic yard.

Example:

\$ 80.00 Rate per hour/ per Garbage Truck with an Operator divided by 25 number of cubic yards
equals \$ 3.20 hourly cost per cubic yard.

**BOROUGH OF HILLSDALE
SUPPLEMENTAL GARBAGE TRUCK RENTAL
PROPOSAL FORM (continued)**

Alternate Garbage Truck #2

Rate: \$ _____ per hour/ per Garbage Truck with an Operator

Rate: *(in words)* _____ dollars per hour /per
Garbage Truck with and Operator

_____ Cubic Yard Capacity (minimum 25 cubic yards)

_____ Cubic Yard Capacity in words (minimum 25 cubic yards)

Cost per cubic yard per hour

\$ _____ Rate per hour/ per Garbage Truck with an Operator divided by _____ number of
cubic yards equals \$ _____ hourly cost per cubic yard.

Example:

\$ 80.00 Rate per hour/ per Garbage Truck with an Operator divided by 25 number of cubic yards
equals \$ 3.20 hourly cost per cubic yard.

List of specific Garbage Trucks with an Operator for the Alternate Bid:

	Make	Model	Year	Vin. #	Cubic Yard Capacity (Minimum 25 Cubic Yards)
1					
2					

**BOROUGH OF HILLSDALE
SUPPLEMENTAL GARBAGE TRUCK RENTAL**

BIDDERS INFORMATION SHEET

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

Please fill in the following information and submit with your proposal:

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL I.D. NUMBER: _____

NAME OF PERSON PREPARING BID: _____

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

PROJECT COORDINATOR

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver the services per Schedule of Values for this contract.

Name of Bidder: _____

Signature of Bidder: _____

Title: _____

Print Name: _____

Date: _____

Sworn and subscribed before me
on this _____ day of _____, 20____

Notary Public
State of New Jersey
My commission expires:

**BIDDER QUALIFICATIONS
SUPPLEMENTAL GARBAGE TRUCK RENTAL**

This bid includes minimum bidder qualifications and requirements allowing the Borough of Hillsdale to select the most qualified, responsive and responsible bidder.

BIDDER QUALIFICATIONS:

A. In an effort to assess the reliability, experience and dependability of the bidder:

1. Has the bidder ever filed for Bankruptcy/restructuring?

Yes___ No ___ *If yes, please give a full explanation including dates in the bidder's cover letter.*

2. Has the bidder ever reorganized from a previous bankruptcy using a different or same name?

Yes ___ No ___ *If yes, please give a full explanation including dates in the bidder's cover letter.*

3. In an effort to verify the reliability, experience and dependability of the bidder, the bidder may be required to provide references. Does the bidder agree to provide references if requested?

Yes ___ No ___ *If no, please give a full explanation in the bidder's cover letter.*

4. I agree to up to two (2) one (1) year extension(s) as described in the specifications if awarded by the Mayor and Council. The successful Vendor will be required to hold prices awarded for the life of the contract. Please check.

Yes___ No ___

4. Any exceptions to the specifications taken.

Yes___ No ___

Exception(s)
