

**CONTRACT DOCUMENTS**

**CONTAINER HAULING**

**UPPER DEERFIELD TOWNSHIP**

**CUMBERLAND COUNTY**

**NEW JERSEY**

**December 2017**

TOWNSHIP OF UPPER DEERFIELD  
NOTICE TO BIDDERS

Notice is hereby given that sealed bids for Hauling of 20 CY, 30 CY and 40 CY containers to designated locations will be received, opened and publicly announced at the Upper Deerfield Township Municipal Building, 1325 Highway 77, Seabrook, New Jersey, 08302 on Thursday, December 28, 2017, at 10:00 a.m., local prevailing time,.

Specifications and instructions to bidders are available in the Office of the Township Clerk at the Municipal Building, 1325 Highway 77, Seabrook, New Jersey, 08302 and may be inspected or picked up by prospective bidders during normal business hours.

The Township Committee reserves the right to reject any or all bids and to waive any informalities at its discretion. Bidders, their agents, designees and subcontractors are required to comply with the requirements of N.J.S.A 10:5-31et seq. and N.J.A.C. 17:27 regarding affirmative action regulations as revised and amended to date.

Roy Spoltore  
Township Clerk

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Specifications, instructions to bidders and reference proposal forms for the Hauling of 20 CY, 30 CY and 40 CY containers to designated locations have been filed in the Office of the Township Clerk at the Municipal Building, 1325 Highway 77, Seabrook, New Jersey, 08302 and may be inspected or picked up by prospective bidders during normal business hours.

Bidders will be furnished a copy of the specifications by the Township Clerk on proper notice.

Bids must be made on Standard Proposal Forms in the manner designated therein and required by the Specifications, must be enclosed in sealed envelopes, bearing the name and address of the bidder and the title, "Bid for Hauling of 20 CY, 30 CY and 40 CY containers to designated locations" printed on the outside and addressed to the Township Clerk of the Township of Upper Deerfield and must be accompanied by a non-collusion affidavit, a list of stockholders or partners, a completed affirmative action questionnaire, a New Jersey Business Certificate, statement of bidders qualifications and such other items as may be required by the Specifications and be delivered to the place of bidding on or before the hour named above.

Attention of bidders is particularly called to the following requirements to which bidders, their agents, designees and subcontractors are required to comply with the requirements of N.J.S.A 10:5-31et seq. and N.J.A.C. 17:27 regarding affirmative action regulations as revised and amended to date.

The Township Committee reserves the right to reject any and all bids, to waive any informality in the bids received and to accept or reject any and all items of any bid.

By order of the Township Committee of the Township of Upper Deerfield.

Roy Spoltore  
Township Clerk

## **GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS**

1. Instructions, forms and specifications may be obtained in person, or by mail, from the Office of the Township Clerk, Upper Deerfield Municipal Building, 1325 State Highway 77, Seabrook, New Jersey 08302
2. ALL BIDS are to be submitted on and in accordance with the forms for this purpose, which are available from the Office of the Township Clerk.
3. ALL BIDS are to be submitted in sealed envelopes addressed to the Township Clerk, Upper Deerfield Municipal Building, 1325 State Highway 77, Seabrook, New Jersey 08302.
4. EACH BID shall be accompanied by a notarized affiliation (non-collusion oath) executed by the bidder or in the case the bidder is a corporation, by a duly authorized representative of said corporation. Forms of the oath will be provided by the Township Clerk's Office, Township of Upper Deerfield, New Jersey.
5. Additional information or clarification of any of the instructions or information contained herein may be obtained from the Township Clerk of the Township of Upper Deerfield, Municipal Building, 1325 State Highway 77, Seabrook, New Jersey 08302. Any bidder or bidders finding any discrepancy in or omissions from the specifications in doubt as to their meaning shall notify at once Roy Spoltore, Township Clerk, in writing, within five (5) days of the scheduled opening of the bids by Certified Mail.
6. The Township of Upper Deerfield will assume no responsibility for oral instructions or suggestions. Other official correspondence in regards to the specifications should be directed to and will be issued by Roy Spoltore, Township Clerk, Upper Deerfield Township.
7. Non-performance by a successful bidder or his/her failure to execute the contract meeting bid requirements within ten days after the award shall result in his/her deposit being forfeited to the Township of Upper Deerfield as liquidated damages.
8. The Township Committee shall award the contract to the lowest responsible bidder subject to the approval of the Township Engineer.
9. All contractors must comply with the Affirmation Action requirements of N.J.S.A 10:5-31et seq. and N.J.A.C. 17:27 and amendments thereto and regulations promulgated thereunder. A complete Affirmative Action questionnaire must accompany the bid.
10. The Bidders Questionnaire must be completed and accompany all bids.
11. An Affidavit of ten percent or more owners of bidders must accompany each bid.
12. All bid offers must remain valid unless accepted or rejected by the Township of Upper Deerfield at least 60 days from the date of opening of bids.

13. Each bidder shall provide the name, address and a contact phone number for the three (3) most recent projects similar in nature to this project to utilize as a reference. The successful bidder shall have successfully completed a minimum of three (3) similar projects for a public agency within the previous five (5) years.
14. N.J.S.A. 40A: 11-23.2 requires that the Business Registration Certificate is part of the mandatory list of documents submitted. Failure to submit proof of registration requires mandatory rejection of a bid as a non-waivable defect.
15. Each bidder shall provide the Township of Upper Deerfield with evidence of liability insurance in an amount of \$1,000,000.00 per person per occurrence and a certificate of such coverage in form satisfactory to the Township. The successful bidder shall also be required to hold harmless, defend and indemnify the Township of Upper Deerfield arising from or related to faulty, negligent, or defective work, design or inspection of the goods sold.
16. The Township will reject any and all bids that are materially deficient or in non-compliance with the bid specifications and addends, if any, these instructions or the Local Public Contracts Law N.J.S.A: 11-1 et seq. and implementing regulations and the Township further reserves the right to reject any and all bids if deemed by the Township of Upper Deerfield to be in its interest to do so and to re-bid if it should desire to do so, solely in the discretion of the Township of Upper Deerfield.

## **1.1 GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED**

The service to be performed under this contract includes hauling of materials from the Upper Deerfield Township Convenience Center, 1224 Route 77, Seabrook, New Jersey. The material to be hauled is in containers owned by the Township including 20 CY, 30CY and 40CY open containers and 40CY compactor containers.

The Township is requesting that the bulky waste containers be hauled on days that the convenience center is not in operation. The contractor will also be able to remove full household and recyclable containers and take them to the appropriate waste disposal or recycling center during those days. The facility is currently closed on Mondays, Wednesdays and Thursdays. If a contractor needs to remove a 40 yard closed compactor container from the compactor during hours of operation, the Contractor shall remove the full container and place it in the yard and replace it with an empty 40 yard closed compactor container. If it is practical the contractor will haul the full closed container to the County Landfill. The Contractor shall empty and return any of the containers within twenty-four hours or one business day after directed to do so by the Township's duly authorized representative(s). The work shall also include placing and relocating the containers as required for the proper operation of the center.

Compactor containers must be hauled to and emptied at the Cumberland County landfill (or other landfills as designated by the NJDEP, NJBPU or other authority). The Contractor must be pre-registered by the landfill operator and follow all rules and regulations governing the use of that facility.

The contract shall be solely for the disposal of the solid waste and recyclable materials from the Township owned convenience center for the hauling of such material to designated facilities. No collection of materials at curbside or otherwise will be necessary.

Open or closed compactor containers containing recycled items may be required to be delivered to the following locations:

Cumberland County Landfill  
Gerschall Avenue  
Deerfield Township

Cumberland Recycling Corp. of S. Jersey  
N. Delsea Drive  
Millville, NJ 08332

Giordano Vineland Scrap & Metal Co.  
110 N. Mill Road  
Vineland, NJ 08360

Cumberland Recycling Corp. of S. Jersey  
702 S. West Blvd.  
Vineland, NJ 08360

Deerfield Organics LLC  
1310 Highway 77  
Seabrook, NJ 08302

SJAP  
Highway 77  
Upper Pittsgrove, NJ

The Contractor shall empty and return these recycled containers to the Convenience Center within one (1) business day after directed to do so by the Township. Empty containers returned to the Convenience Center shall be placed as directed by the Convenience Center's Supervisor for proper operation of the Center.

THE CONTRACTOR'S BID PRICE SHALL BE FOR HAULING, HANDLING AND EMPTYING THE CONTAINERS AND SHALL NOT INCLUDE ANY TIPPING FEES OR OTHER CHARGES LEVIED AT THE DISPOSAL FACILITY. TIPPING FEES ARE ESTABLISHED BY THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY (CCIA). THE SUCCESSFUL CONTRACTOR WILL BE RESPONSIBLE TO PAY THE TIPPING FEES FOR EACH LOAD HAULED AND SUBMIT THE CCIA DISPOSAL INVOICE'S MONTHLY FOR REIMBURSEMENT. ALL MONETARY RECEIPTS FOR THE RECYCLABLE MATERIALS SHALL BE MADE PAYABLE TO THE TOWNSHIP OF UPPER DEERFIELD AND REMITTED TO THE TOWNSHIP BY THE CONTRACTOR MONTHLY OR ADEQUATE ARRANGEMENTS WILL BE MADE BY THE CONTRACTOR FOR THE RECYCLING CENTERS TO REMIT TO THE TOWNSHIP DIRECTLY.

**The bidder is advised that the unit prices submitted will be for one year. The bidder is also advised that the Township will become the primary hauler of the containers beginning around April 1, 2018 and the successful bidder will only be doing container hauling on an as needed basis after April 1, 2018.** The Township reserves the right to terminate the contract at any time after sixty days following the execution of the contract without cause.

The Contractor shall be responsible for any documentation and licensing as may be required in connection with the hauling and/or disposal of solid waste as stipulated by the Township, NJDEP or other appropriate authority.

In 2016, there were 207 compacted forty yard container loads and 242 thirty yard open top containers taken to the Cumberland County Landfill, with 26 recyclable thirty yard container loads taken to Giordano's.

## **1.2 BIDDERS TO INVESTIGATE**

Bidders must satisfy themselves by personal examination of the location of the work as to the conditions and requirements of the service required.

## **1.3 BIDDERS QUALIFICATIONS**

It is the purpose of the Township not to award the Contract to any Bidder who does not furnish satisfactory evidence that they have the ability and experience and sufficient capital and plant to enable the fulfillment of the Contract as required.

## **1.4 PROPOSAL FORMS**

All bids must be upon the blank form for Proposal annexed hereto, state the proposed price for the work, both in words and in figures, and be signed by the bidder with their title and business name and address.

Bidders shall not remove and submit the Proposal pages separate from the volume of contract documents, but shall submit their Proposals bound with the complete volume of documents, including all pages correctly assembled.

## **1.5 ITEMS AND COMPARISON OF BIDS**

Since the Proposal is comprised of a single item of work without an estimated quantity, the Bids will be compared only on the unit price bid. The Contract will be awarded based on the lowest unit price bid, providing the Bidder is qualified to perform the required service. The Contract may be separated into two contracts; one for the hauling of the containers to the landfill and recyclable centers and the other for the loading and hauling of brush materials to an approved disposal facility.

## **1.6 RIGHT TO REJECT BIDS**

The Township reserves the right to waive any informality in the bids or to reject any or all bids if it is in the public interest to do so.

## **1.7 PERFORMANCE AND PAYMENT BOND**

The Contractor shall provide to the Township of Upper Deerfield a Performance and Payment Bond in the amount of Twenty Thousand Dollars (\$20,000.00) as guarantee for faithful performance of the Contract and payment of all costs incurred by the Contractor in performing the work.

## **1.8 METHOD OF PAYMENT**

The Contractor shall submit a billing to the Township on a monthly basis showing the number of cubic yards of materials actually removed from the convenience center to each of the designated locations at the unit price bid of this service. Payments to the Contractor will be made on a monthly basis after review and concurrence with the Contractor's billing.

## **1.9 EXECUTION OF CONTRACT**

The party to whom the contract is awarded will be required to execute an Agreement. The NOTICE TO PROCEED shall be issued within seven days of the execution of the Agreement by the Township. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the Township and CONTRACTOR. The entering of a written contract with the Township shall be deemed the equivalent of a NOTICE TO PROCEED for the requested services.

The Township reserves the right, at its sole discretion, to terminate the contract on 60 days prior written notice,

## **1.10 CONTRACTOR'S INSURANCE**

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work in his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

**A. WORKMEN'S COMPENSATION INSURANCE:** The Contractor shall take out and maintain during the life of the contract Workmen's Compensation Insurance for all his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide such Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation Statutes, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate insurance for the protection of his employees not otherwise protected.

**B. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and any Subcontractor performing work covered by this contract, for claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

1. Commercial General Liability \$1,000,000
2. Automobile Liability \$1,000,000
3. Workers Compensation Statutory
4. Municipality to be named as "Additional Insured"
5. 60 days notice of cancellation
6. Hold Harmless Agreement included in contract



**C. CONTINGENT LIABILITY:** The above policy for public liability and property damage insurance must be so written as to include contingent liability and contingent property damage insurance to protect the Contractor against claims arising from the operation of the Subcontractors.

**D. PROOF OF INSURANCE COVERAGE:** The Contractor shall furnish the Township with satisfactory proof of the insurance required prior to the commencement of work. Certificates in addition to showing of insurance shall also provide that the Township shall be given ten days advance notice in the event of cancellation of the coverages shown or of any reduction of the limits below the specified limits given herein.

#### **1.11 DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS**

During the performance of this contract, the Contractor, Subcontractor, or any person acting on the behalf of the Contractor or Subcontractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with the respect to affectional or sexual orientation, gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal 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, religion, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the division, pursuant to **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, labor unions. That it does not discriminate on the basis of age, race, religion, 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 personal 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 a age, race, religion, 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 the 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Opportunity Compliance as may be requested by the Division 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 Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**BIDDER INFORMATION**

Firm or Corporation making the Bid:

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Firm Name

Mailing Address:

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Name and Telephone number of person responsible for preparing the Bid:

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All Bidders shall fill out the forms provided on the following pages up to and including the Contractor's Proposal Section, (i.e., bid prices). Failure to supply the information requested may be cause for rejection of the bid.

# PROPOSAL

1. TO THE TOWNSHIP COMMITTEE OF UPPER DEERFIELD TOWNSHIP:

2. Pursuant to and in compliance with the invitation to bid and the plans and specifications for "Hauling of containers to designated locations", dated December 2017, the undersigned, having become thoroughly familiar with the terms and conditions of the said plans and specifications and with local conditions affecting the performance and costs of the work at the place where the work is to be completed and performed, and having fully inspected the site in all particulars. hereby proposes and agrees to perform the work required within the time stated and in strict compliance with the plans and specifications, including furnishing of any and all labor and materials, and to do all of the work required to construct and complete said work in accordance with the said plans and specifications for the following UNIT PRICES:

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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u> <u>2018</u>
1.	Hauling, Handling and Emptying of 40 Cubic Yard Compactor Container to Cumberland County Landfill	\$ _____
2.	Hauling, Handling and Emptying of 20 to 40 Cubic Yard Container to Cumberland County Landfill	\$ _____
3.	Hauling, Handling and Emptying of 20 to 40 Cubic Yard Recycle Container to Cumberland Recycling Corp. of South Jersey, N. Delsea Drive, Millville, NJ	\$ _____
4.	Hauling, Handling and Emptying of 20 to 40 Cubic Yard Recycle Container to Cumberland Recycling Corp. of S. Jersey, 702 S. West Blvd., Vineland, NJ	\$ _____
5.	Hauling, Handling and Emptying of 20 to 40 Cubic Yard Recycle Container to Giordano Vineland Scrap & Metal Co, 110 No Mill Rd., Vineland, NJ	\$ _____
6.	Hauling, Handling and Emptying of 20 to 40 Cubic Yard Recycle Container to Deerfield Organics, 1310 Highway 77, Seabrook, NJ	\$ _____

The undersigned is a (Individual, Corporation or Partnership) under the laws of the State of New Jersey, having principal offices at

\_\_\_\_\_

Signed: \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY

the Municipality of \_\_\_\_\_

in the County of \_\_\_\_\_

and the State of \_\_\_\_\_

of full age, being duly sworn according to law on my oath deposit and say that:

I am \_\_\_\_\_

of the firm of \_\_\_\_\_

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do.; that the 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 State of New Jersey 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

\_\_\_\_\_  
(Name of Contractor)

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

Subscribed and sworn to \_\_\_\_\_  
before me this                    day  
of    20

\_\_\_\_\_  
Notary Public  
My Commission Expires                    , 20

## **DISCLOSURE STATEMENT**

### **P.L. 1977 Chapter 33 Local Public Contracts Law**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with public funds, by the State, or of any county, municipality or school district, or by any authority, board or commission which exercises governmental functions, unless prior to the receipt of the Bid or accompanying the Bid, of said corporation or said partnership, there is submitted a statement setting forth the names and address of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

This act shall take effect immediately.

Approved and effective March 8, 1977.

**STATEMENT OF OWNERSHIP**

NO BID WILL BE CONSIDERED UNLESS THIS FORM IS COMPLETED AND IS SUBMITTED WITH THE BID. THE LAW OF NEW JERSEY (N.J.S. 52:25-24.2) PROHIBITS THE AWARD OF A CONTRACT IF YOU FAIL TO COMPLY WITH THIS REQUIREMENT.

- ( ) CHECK THIS BOX if the bidder is a business owned by one person, and is not a corporation or partnership. Insert Name and address of owner below at (A)
- ( ) CHECK THIS BOX if the bidder is a partnership owned by two or more persons, and is not a corporation. Insert name and address of each owner of 10% or more interest in the partnership below at (A), (B), etc.
- ( ) CHECK THIS BOX if the bidder is a corporation. Insert name and address of each owner of 10% or more of the corporate stock below at (A), (B), etc., and give the state of incorporation.

		PERCENTAGE OF OWNERSHIP
A.	NAME: _____	_____
	ADDRESS: _____	
B.	NAME: _____	_____
	ADDRESS: _____	
C.	NAME: _____	_____
	ADDRESS: _____	
D.	NAME: _____	_____
	ADDRESS: _____	
E.	NAME: _____	_____
	ADDRESS: _____	
F.	NAME: _____	_____
	ADDRESS: _____	

INCORPORATED IN THE STATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
Of \_\_\_\_\_ TITLE \_\_\_\_\_

### **Public Works Contractor Registration Act**

The Public Works Contractor Registration Act (PWCRA), NJSA 34:11-56.49 et seq. as amended in June 2003 requires that all named contractors in the proposal attempting to perform work on public works contracts must be registered with the Department of Labor's Division of Wage & Hour Compliance at the time proposals are **received** by the public entity. Although the law allows contractors to submit certificates after the proposal is received and prior to awarding the contract, it is the preference of the Municipality to obtain the registration with the submission of the bid. Further, the contractor or vendor most likely to receive the contract award must submit to the public entity copies of certifications of all listed subcontractors. Any non listed subcontractor does not have to be registered until they physically start the public work assigned to them. It is the responsibility of the contractor to assure that all non listed contractors have their certificates prior to physically starting work. The contracting unit is not responsible for determining if the non listed contractors at any tier on the public works project are registered under the law. The Department of Labor is responsible for enforcing this aspect of the law. However, the contracting unit could require the successful vendor, as a condition of the contract, to provide the contracting unit with certificates of all non-listed contractors prior to them physically starting work.

The website for obtaining a Public Contracts Law Registration application is:  
<http://www.nj.gov/labor/lssc/forms/lssc-2.pdf>.



## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Name of Bidder. \_\_\_\_\_

2. Permanent main office address. \_\_\_\_\_

3. When organized. \_\_\_\_\_

4. If a corporation, where incorporated. \_\_\_\_\_

5. How many years have you been engaged in the contracting business under your present firm or trade name?

\_\_\_\_\_

6. Contracts on Hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

\_\_\_\_\_

7. General character of work performed by your company. \_\_\_\_\_

8. Have you ever failed to complete any work awarded to you? \_\_\_\_\_

9. Have you ever defaulted on a contract? \_\_\_\_\_ If so, where and why? \_\_\_\_\_

\_\_\_\_\_

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this contract.

12. Experience in construction work similar in importance to this project.

13. Background and experience of the principal members of your organization, including the officers.

14. Bank reference. \_\_\_\_\_

Will you, upon request, fill out a detailed financial statement and furnish any other information requested by Upper Deerfield Township in verification of the recitals concerning the STATEMENT OF BIDDER'S QUALIFICATIONS? \_\_\_\_\_

—

**TOWNSHIP OF UPPER DEERFIELD**  
**AFFIRMATIVE ACTION QUESTIONNAIRE ON**  
**PROCUREMENT AND SERVICE CONTRACTS**

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by our office upon award. This form should be submitted within seven (7) working days of notification.

1. Our company has a Federal Affirmative Action Plan approval.

YES \_\_\_\_\_

NO \_\_\_\_\_

A. If yes, submit a photostatic copy of said approval.

B. If no, submit a photostatic copy of the New Jersey State Certificate approval.

2. If you do not have a State Approval, indicate whether you have applied for an Affirmative Action form for completion (AA 302 - Affirmative Action Employee Information Report).

YES \_\_\_\_\_

NO \_\_\_\_\_

I certify that the above information is correct to the best of my knowledge

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

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

Contractor: Please complete and sign this form and return it to the Township Clerk, Township of Upper Deerfield, Municipal Building, 1325 Highway 77, Seabrook, NJ 08302 with your contract.

AN EQUAL OPPORTUNITY EMPLOYER

## **“New Jersey Business Registration Requirements”**

In accordance with N.J.S.A. 52:32-44, bidders shall provide with their bid a Business Registration Certificate issued by the State of New Jersey. Please note that having provided this form to the Owner previously does NOT exempt you from providing this form with this bid.

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

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

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

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

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. subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and
4. 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 copy not provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling 609-292-9292.

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

## **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

**(BIDDER) ATTACH HERE**

**CERTIFICATE OF NONSEGREGATED FACILITIES**

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Date \_\_\_\_\_, 20\_\_\_\_\_

(Name of bidder)

Treasury Number: \_\_\_\_\_

Official Address:

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

(Name)

Title: \_\_\_\_\_

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

# Upper Deerfield Township

## Hold Harmless Agreement

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*“To the fullest extent permitted by law, \_\_\_\_\_ (name of Contractor/Vendor) agrees to defend, pay on behalf of, indemnify, and hold harmless the Township of Upper Deerfield, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Township of Upper Deerfield against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Township of Upper Deerfield, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Township of Upper Deerfield, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.”*

By: \_\_\_\_\_  
For the Contractor/Vendor

\_\_\_\_\_  
For the Municipality

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date