

Instructions and Bid/Contract Forms

FOR

**RECONSTRUCTION & RESURFACING OF HAWTHORNE LANE, PORTION OF
BROOKLAWN DRIVE, HOLLY DRIVE AND IRIS DRIVE**

EAST WINDSOR TOWNSHIP

MERCER COUNTY

NEW JERSEY

Please read and follow the attached Instructions and Specifications carefully. Failure to follow Instructions and Specifications may result in rejection of your Bid.

Information:

Municipal Clerk
16 Lanning Boulevard
East Windsor, NJ 08520

Telephone: 609-443-4000 ext. 237

EAST WINDSOR TOWNSHIP

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**EAST WINDSOR TOWNSHIP
INSTRUCTIONS TO BIDDERS**

I. SUBMISSION OF BIDS

- A. The Township of East Windsor, Mercer County, New Jersey (**hereinafter “TOWNSHIP”**) invites sealed bids pursuant to the Notice to Bidders.
- B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud. All bids received shall be subject to review by the Township Attorney as to compliance with statutory and specification requirements.
- C. The bid proposal form shall be submitted, in a sealed envelope:
- (1) addressed to the TOWNSHIP of East Windsor,
 - (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, and the date, time and place of opening.
- D. It is the bidder’s responsibility to see that bids are presented to the TOWNSHIP on the hour and at the place designated. Bids may be hand delivered or mailed; however, the **TOWNSHIP disclaims any responsibility for bids forwarded by regular or overnight mail**. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the TOWNSHIP before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. **All prices and amounts must be written in ink or preferably typewritten on the forms furnished or copies thereof.** Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the TOWNSHIP. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid. Corporate bidders not incorporated in the State of New Jersey must submit with their proposal, or shall submit prior to award, a certificate from the Office of the Secretary of State of The State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. The bidder will be held to his bid as submitted. No error in computation will relieve him of responsibility to perform in accordance with the prices on his bid form as submitted.

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- G. Each bid proposal form must give the full business address, telephone and telefax numbers of the bidder and be signed by an authorized representative. 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 the person authorized to bind the corporation in the matter with the corporate seal affixed. When requested, satisfactory evidence of the authority of the officer signing shall be furnished. The name of each person signing shall be typed or printed below the signature. Corporate bidders not recognized in the State of New Jersey must submit with their proposal, or shall submit prior to award, a certificate from the Office of the Secretary of State of the State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. All other bidders not residents of New Jersey, shall designate a proper agent in the State of New Jersey on whom service can be made in the event of litigation, which designation shall be shown by a written statement accompanying the proposal duly executed by the bidder or submitted on request prior to award.
- H. Bidders must insert prices for furnishing all of the materials and/or labor 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 TOWNSHIP.** As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- J. Bids containing any conditions, omissions, unexplained erasures, or alterations or items not called for in the specifications, or bids submitted in units or in a manner other than described in the specifications, or irregularities of any kind, may be rejected by the Township.

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II. BID SECURITY - MANDATORY SUBMISSIONS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier’s check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the TOWNSHIP. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. 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 NJ.S.A. 40A:11-21.

Failure to submit this Bid Guarantee shall be cause for rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) from a Surety Company stating that it will provide said bidder with a Performance Bond equal to 100% 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 100% of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit this Consent of Surety shall be cause for rejection of the bid.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

Failure to deliver this Performance Bond with the executed contract shall be cause for declaring the contract null and void.

D. LABOR AND MATERIAL (PAYMENT) BOND

Successful 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 deliver this Payment Bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

- 1 year
- 2 years

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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 and any maintenance bonds required have been executed and approved by the TOWNSHIP.

The surety on all bonds required hereunder shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5 and acceptable to the Township.

X F. QUALIFICATION OF SURETY/LETTERS OF CREDIT

Attorneys-in fact who sign bid bonds, consent of surety, performance bonds, or bonds must file with each bond a certified and effectively dated copy of the power of attorney and Statement of Financial Condition. A notice from the Department of Treasury indicating that a surety bond rating of at least B from the AM Best Rating Company as well as a stockholders surplus amount of not less than \$1 Million is required for performance bonds in projects that include State funding.

Any individual wishing to post cash, certified check, or an irrevocable letter of credit in lieu of a performance or payment bond shall post same in an amount equal to one hundred percent (100%) of the contract price as bid at the time of the opening of bids. Anyone wishing to do so must have all necessary instruments approved as to language by the Township Attorney at least five (5) days prior to the opening of bids.

X G. CORPORATE OWNERSHIP STATEMENT

Bidder shall submit a Corporate Ownership Statement pursuant to §1 of P.L. 1977, c.33. A form is provided for this purpose in the sample contract documents at page CD-9.

Failure to submit this Corporate Ownership Statement shall be cause for rejection of the bid.

X H. BIDDER'S RECEIPT OF ADDENDA

The bidder shall submit with the bid a completed Acknowledgment of Receipt of Addenda in the form included in the contract documents at page CD-4 acknowledging the bidder's receipt of any notice of revisions or addenda to the advertisement or bid documents.

Failure to submit this Acknowledgement of Receipt of Addenda shall be cause for rejection of the bid.

X I. LIST OF SUBCONTRACTORS

The bidder shall submit a list of subcontractors pursuant to N.J.S.A. 40A:11-16 for any project involving construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public.

Failure to submit this List of Subcontractors shall be cause for rejection of the bid.

X J. CONTRACTOR BUSINESS REGISTRATION

The bidder shall submit a copy of contractor's and, if applicable, subcontractor's business registration as required pursuant to N.J.S.A. 52:32-44.

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III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the TOWNSHIP. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all the requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Municipal Clerk. In the event the bidder fails to notify the TOWNSHIP of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the TOWNSHIP'S representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with NJ.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The TOWNSHIP'S interpretations or corrections thereof shall be final.
- 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 TOWNSHIP of the extended totals shall govern.
- E. The TOWNSHIP reserves the right to waive any technical irregularity in any or all bids.
- F. All bidders must contact the Municipal Clerk's office twenty-four (24) hours prior to the specified day of the bid opening in order to ensure receipt of all addenda.

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IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The TOWNSHIP reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements, and to reject any bid that includes items which the TOWNSHIP deems, in its judgment, to be inferior to the item (s) specified.
- C. In submitting its bid, the bidder certifies that the merchandise 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 TOWNSHIP harmless from any damages resulting from the purchase or use of such merchandise.
- D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:1 1-18.
- E. Wherever practical and economical to the TOWNSHIP, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

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V. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.

2. General Liability Insurance

This insurance shall have limits of not less than \$500,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$500,000.00 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder. Additionally, and umbrella liability policy in the amount of \$3,000,000.00 shall be provided for the life of this contract.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering

Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the TOWNSHIP as an additional insured.

C. Indemnification

Successful bidder will indemnify defend and hold harmless the TOWNSHIP from all claims, suits or actions and damages or costs of every name and description to which the TOWNSHIP may be subjected or put by reason of injury to the person or property of another, or the property of the TOWNSHIP, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

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VI. PREPARATION OF BIDS

- A. The TOWNSHIP is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts)

The TOWNSHIP has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

- C. Successful bidder 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 include this cost in the bid price agreement.

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VII. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification.

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.S.C. 17:27.

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. Construction Contracts

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold. All construction contracts, including contracts related thereto concerning architecture, engineering or construction management shall be subject to the mandatory arbitration language prescribed by P.L. 1997 c. 198 (N.J.S.A. 40A:1 1-1 et seq.)

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the TOWNSHIP harmless.

C. Prevailing Wage Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders 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 TOWNSHIP 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 will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

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D. Stockholder Disclosure

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

E. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

G. Certificate of Standing

Any contractor, which is a New Jersey corporation, shall provide with its bid, proof indicating the corporation is in good standing. If and in the event such certificate is not provided, the Township may, if the contractor is the lowest bidder, seek such certificate from the Secretary of State of the State of New Jersey and charge the costs for obtaining same against any monies earned under this contract. If and in the event it is determined that a contractor is neither authorized to do business in the State of New Jersey nor is in good standing in the State of New Jersey, then the contract shall be declared null and void and the bid rejected as an improper bid. Thereafter, the Township Council, at its sole discretion, shall determine whether or not the project or contract should be rebid or awarded to the next lowest bidder.

H. Equipment Certification

For construction contracts in accordance with N.J.S.A. 40A: 11-20, bidder shall complete and submit the Equipment Certification which is part of these specifications showing that he owns, leases or controls all the necessary equipment required by the plans and specifications and if he is not the owner or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained and shall be accompanied by a certificate from the owner definitely granting to bidder the use of the equipment as required for completion of the contract.

I. Prompt Payment Law, P.L.2006, c.96

1. For contracts which are subject to the Prompt Payment Law, P.L. 2006, c.96, all payments, including periodic payments, final payments, and the release of retainage monies, must be approved by the Township Council, at a regularly scheduled public meeting. Accordingly, payments under this contract shall be subject to the following procedure and schedule:

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(a) All bills for periodic payments, final payments, and requests for release of retainages must be received in the office of the Township Manager by the 5th day of the month.

(b) Bills submitted by the 5th of the month shall be considered by the Township Council at its first regularly scheduled public meeting of the following month. If payment is approved by the Township Council in full or in part, payment will be available at the Township Municipal Building, 16 Lanning Boulevard, East Windsor, NJ, after 12:00 noon in the Friday following the Township Council meeting.

J. Public Works Contract Registration Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.48, et seq., each bidder shall submit evidence of contractor registration with the New Jersey Department of Labor with its bid for any project involving construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public. If a bidder is not so registered, a bidder may submit a bid provided the bidder has filed a registration application with the New Jersey Department of Labor and includes a copy of the application with the bid.

K. Contractor Business Registration

Pursuant to N.J.S.A. 40A:11-23.2 each bidder shall submit a copy of the contractor's business registration as well as the subcontractor's business registration. Failure to submit any of the foregoing items required under this statute is statutorily deemed to be a fatal defect in the bid that cannot be waived by the governing body.

L Compliance with East Windsor Township Stormwater Pollution Prevention Plan

The contractor shall be required to conduct this contract and to perform its activities, and those of any subcontractors, in a manner that is in compliance with East Windsor Township's Stormwater Pollution Prevention Plan, and any conditions of the Township's N.J.P.D.E.S. Tier A Municipal Stormwater General Permit, copies of which are available for inspection in the Office of Municipal Clerk. The contractor shall indemnify, defend, and hold the Township harmless from and against any and all claims or penalties arising from any failure to comply with this requirement, either by the contractor or by any of its subcontractors.

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VIII. METHODS OF AWARD

- A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.
- B. The TOWNSHIP may award the contract on the basis of the Base Bid, combined with such Alternates as selected, or on the basis of selected items or units of which the bid composed, in its discretion until a net amount is reached which is within the funds available.
- C. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest, If the award is to be made on the basis of a combination of a Base Bid with Options, or on the basis of selected items or units it will be made to that responsible bidder whose net bid on such combination is the lowest.
- D. The TOWNSHIP may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.
- E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the TOWNSHIP.
- F. The Township reserves the power to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and a bidder shall furnish to the Township all such information and data for this purpose as the Township may request. The Township reserves the right to reject any bid in the evidence submitted by or investigation of such bidder fails to satisfy the Township that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The Township shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed. All bid security except the security of the three apparent lowest responsible bidders shall, if requested, be returned after ten (10) days from the opening of the bids, Saturdays, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three (3) days after the awarding of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them forthwith, Saturdays, Sundays and holidays excepted.

The bidder to whom the contract has been awarded shall, within the (10) days of the date of notification of award:

- A. Execute and deliver to the TOWNSHIP three (3) copies of the contract.
- B. Furnish proof satisfactory to the TOWNSHIP of the authority of the person or persons executing the contract on behalf of the contractor.
- C. Furnish the required performance guarantee and satisfactory evidence of insurance as required in these specifications. No change orders for delays or increased costs incurred as a result of the failure to submit documents in compliance with the terms and conditions of the specifications and bid proposal requirements shall be permitted.

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When notice of an award is made, the bidder to whom the contract has been awarded will receive affirmative action forms as may be required by information the bidder has supplied with the affirmative action questionnaire. The bidder shall complete the forms and return within three (3) days for procurement or service contracts or within ten (10) days for construction awards.

All the terms in this proposal in its entirety, along with the plans and specifications, the bid forms and other documents submitted by the bidder, the contract, if awarded by the TOWNSHIP Council, between the bidder and the TOWNSHIP, and the resolution authorizing same, shall constitute the agreement for the proposed work and shall be binding upon all parties in full.

IX. REJECTION OF BIDS

- A. **Availability of Funds**
Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

- B. **Multiple Bids Not Allowed**
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

- C. **Unbalanced Bids**
Bids, which are obviously unbalanced, may be rejected.

- D. **Unsatisfactory Past Performance**
Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the TOWNSHIP in an unacceptable manner, maybe rejected.

- E. **Failure to Enter Contract**
Should the bidder, to whom the contract is awarded, fail to enter into a contract and submit all Performance Guarantees, Certificates of insurance, and all other documents required in these Instructions and/or the specifications within 21 days, Sundays and holidays excepted, the TOWNSHIP may then, at its option, accept the bid of the next lowest responsible bidder.

- F. **Failure to complete/submit forms**
Failure to complete and/or submit any forms required hereunder may be cause for rejection. As between two bidders whose proposals are otherwise equal, a bidder who has completed and included all forms correctly will be given preference.

- G. **Best Interest of Township**
The Township of East Windsor reserves the right to reject any and all bids for any lawful reason, in the Township's best interest.

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X. TERMINATION OF CONTRACT

- A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the TOWNSHIP shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the TOWNSHIP of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the TOWNSHIP for damages sustained by the TOWNSHIP by virtue of any breach of the contract by the contractor and the TOWNSHIP may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the TOWNSHIP from the contractor is determined.
- C. The contractor agrees to indemnify and hold the TOWNSHIP harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the TOWNSHIP under this provision.
- D. In case of default by the successful bidder, the TOWNSHIP may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the TOWNSHIP reserves the right to cancel this contract.

XI. DELIVERY OF MERCHANDISE

The units specified shall be delivered to the Township of East Windsor, at such place and time as set forth in the Detailed Specifications attached hereto as Appendix A. Receiving hours are between 8:30 AM and 4 PM.

The successful bidder shall deliver complete units as specified, with service manuals, operating manuals and installation instructions for each unit. All delivery and handling costs shall be included in the unit price bid on the proposal page. No payment will be made for additional shipping costs.

XII. WITHDRAWAL OF BID

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to: Municipal Clerk, East Windsor Township, 16 Lanning Boulevard, East Windsor, NJ 08520. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Municipal Clerk or her designee, may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the Township's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Township will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

EAST WINDSOR TOWNSHIP

BIDDER'S CHECKLIST

The following checklist must be submitted with the bid. It is provided for bidder's use in assisting with compliance with all required documentation. All items checked under the heading required by Township must be submitted with bid. Failure to submit this completed checklist or any other required submissions may be cause for rejection of bid.

ITEM	REQUIRED BY TWP.	SUBMITTED (Indicate by initialing)
Bid Proposal	_____x_____	_____
Authorization to do business (Non-NJ Corp)	_____x_____	_____
Designation of NJ Agent	_____x_____	_____
Bid Bond, certificate or cashier's check	_____x_____	_____
Consent of Surety (with Power of Attorney and Statement of Financial condition)	_____x_____	_____
Acknowledgement of Receipt of Addenda	_____x_____	_____
Affirmative Action Statement	_____x_____	_____
Affirmative Action Questionnaire	_____x_____	_____
Americans With Disabilities Act Statement	_____x_____	_____
Contractor Registration	_____x_____	_____
Corporate Ownership Statement	_____x_____	_____
Non-Collusion Affidavit	_____x_____	_____
Equipment Certification	_____x_____	_____
Certificate of Good Standing (NJ Corp)	_____x_____	_____
Business Registration Certificate	_____x_____	_____
Contractors/Subcontractors Business Registration Certificate(s)	_____x_____	_____
List of Subcontractor's	_____x_____	_____
References	_____x_____	_____
Other	_____na_____	_____

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP

BID PROPOSAL FOR: RECONSTRUCTION & RESURFACING OF HAWTHORNE LANE, PORTION OF BROOKLAWN DRIVE, HOLLY DRIVE AND IRIS DRIVE

FOR WHICH BIDS WERE ADVERTISED TO BE RECEIVED ON: WEDNESDAY, JULY 27, 2022 AT 10:00 AM.

To the Honorable Mayor and Council of the Township of East Windsor:

THE UNDERSIGNED BIDDER HAS CAREFULLY EXAMINED AND HAS BECOME FAMILIAR WITH THE INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, ANY ADDENDA, THE PROPOSAL FORM AND THE FORM OF BID BOND AND THOROUGHLY UNDERSTANDS THEIR STIPULATIONS, REQUIREMENTS AND PROVISIONS.

THE UNDERSIGNED BIDDER FURTHER WARRANTS THAT IT HAS THOROUGHLY EXAMINED AND UNDERSTANDS ALL PLANS AND DOCUMENTS REFERENCED IN THE SPECIFICATIONS, SUCH OTHER MATERIAL AS IT MAY DEEM RELEVANT TO THE FOUNDATION OF ITS BID, AND FURTHER THAT IT HAS MADE SUCH SITE INSPECTION AS MAY BE NECESSARY AND APPROPRIATE TO THE WORK FOR WHICH IT IS BIDDING AND THAT THE BID AS SUBMITTED REPRESENTS ITS FULLY CONSIDERED JUDGMENT AS TO THE PRICE, TERMS AND CONDITIONS SET FORTH THEREIN. IN SUBMITTING THE BID, THE BIDDER RECOGNIZES THAT NO SUBSEQUENT CLAIM OF MISUNDERSTANDING OR OF FAILURE TO READ ANY RELEVANT DOCUMENTATION OR CONSIDER ANY RELEVANT FACTOR WILL RELIEVE IT OF ITS OBLIGATION TO PERFORM IN ACCORDANCE WITH THE TERMS AND AMOUNT OF ITS BID IF THE TOWNSHIP ACCEPTS ITS BID OFFER.

THE UNDERSIGNED BIDDER DECLARES THAT THIS PROPOSAL IS MADE WITHOUT CONNECTION WITH ANY OTHER PERSON OR PERSONS MAKING PROPOSALS FOR THE SAME WORK AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

THE UNDERSIGNED BIDDER HAS DETERMINED THE QUALITY OF THE PRODUCT REQUIRED AND HAS ARRANGED FOR THE DELIVERY OF GOODS AND/OR SERVICES AS HEREIN DESCRIBED, TO THE TOWNSHIP'S OFFICES IN THE TOWNSHIP OF EAST WINDSOR, MERCER COUNTY, NEW JERSEY OR TO SUCH OTHER PLACE AS SET FORTH IN THE SPECIFICATIONS.

THE UNDERSIGNED BIDDER HEREBY AGREES THAT THE PRICES BID FOR THE SERVICES SHALL APPLY TO ACTUAL QUANTITIES REQUIRED, APPROVED OR USED AND THAT THE UNIT PRICES SHALL REMAIN IN EFFECT FOR A ONE YEAR PERIOD FROM THE DATE OF EXECUTION OF THE CONTRACT, OR FOR THE DURATION OF THE CONTRACT, WHICHEVER PERIOD SHALL BE LONGER.

EAST WINDSOR TOWNSHIP

THE UNDERSIGNED BIDDER HEREBY AGREES TO BE BOUND BY THE AWARD OF THE CONTRACT, AND IF AWARDED THE CONTRACT ON THIS PROPOSAL, TO EXECUTE WITHIN 10 DAYS AFTER NOTICE OF AWARD, THE REQUIRED CONTRACT AGREEMENT AND THE REQUIRED BONDS, OF WHICH CONTRACT THIS PROPOSAL AND THE SPECIFICATIONS, AS ABOVE INDICATED SHALL BE A PART.

NOTE: All prices must be written in ink, or typed, in both words and numbers for the entire proposal. See "Submission of Bids".

ITEM	ESTIMATED <u>QUANTITY</u>	BRIEF DESCRIPTION AND UNIT PRICE OR LUMP <u>AMOUNT</u> SUM PRICE BID, IN BOTH WORDS AND NUMBERS Furnish and Deliver:
------	------------------------------	--

PROJECT: RECONSTRUCTION & RESURFACING OF HAWTHORNE LANE, PORTION OF BROOKLAWN DRIVE, HOLLY DRIVE AND IRIS DRIVE

BASE BID

IN NUMBERS: \$ _____ DOLLARS AND _____ CENTS

IN WORDS: _____

ALTERNATE A

IN NUMBERS: \$ _____ DOLLARS AND _____ CENTS

IN WORDS: _____

BASE BID + ALTERNATE A

IN NUMBERS: \$ _____ DOLLARS AND _____ CENTS

IN WORDS: _____

Name of Bidder: _____

Bidder's Signature (Seal) _____

Title: _____

Date: _____

Business Address: _____

Telephone No. _____

Fax No. _____

Witness: _____

Witness Signature: _____

EAST WINDSOR TOWNSHIP

ACKNOWLEDGE OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:

Addendum Number

Date

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP BID BOND

KNOWN ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED

_____, **AS PRINCIPAL; AND**

(Name of Bidder)

_____, **AS SURETY; ARE HEREBY HELD AND FIRMLY BOUND**

(Name of Surety)

UNTO EAST WINDSOR TOWNSHIP IN THE SUM OF \$ _____

AS LIQUIDATED DAMAGES FOR PAYMENT OF WHICH, WELL AND TRULY BE MADE, WE HEREBY JOINTLY AND SEVERALLY BIND OURSELVES, OUR HEIRS, EXECUTOR, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS THE PRINCIPAL HAS SUBMITTED TO **EAST WINDSOR TOWNSHIP** A CERTAIN BID, ATTACHED HERETO AND HEREBY MADE A PART HEREOF, TO ENTER INTO CONTRACT FOR FURNISHING AND DELIVERY OF: **RECONSTRUCTION & RESURFACING OF HAWTHORNE LANE, PORTION OF BROOKLAWN DRIVE, HOLLY DRIVE AND IRIS DRIVE.**

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 IN THE FORM OF CONTRACT AGREEMENT ATTACHED HERETO (PROPERLY COMPLETE IN ACCORDANCE WITH SAID BID) AND SHALL FURNISH A BOND FOR THE FAITHFUL PERFORMANCE OF SAID CONTRACT, 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 CLAIM HEREUNDER SHALL, IN NO EVENT, EXCEED THE AMOUNT OF THIS OBLIGATION AS HEREIN STATED.

EAST WINDSOR TOWNSHIP

THE SURETY FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES THAT THE OBLIGATION OF SAID SURETY AND IT'S BOND SHALL BE IN NO WAY IMPAIRED OR AFFECTED BY AN EXTENSION OF TIME WITHIN WHICH SUCH BID MAY BE ACCEPTED, AND SAID SURETY DOES HEREBY WAIVE NOTICE OF ANY SUCH EXTENSION.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED

THIS BOND ON THIS _____ DAY OF _____ 20_____

(NAME OF SURETY)

BY: _____

WITNESS AS TO SURETY: _____

SEAL

Name of Bidder: _____

Bidder's Signature (Seal) _____

Title: _____

Witness: _____

Witness Signature: _____

EAST WINDSOR TOWNSHIP
GUARANTEE OF PERFORMANCE
(Consent of Surety)

Identification of Bid Item(s)/Service(s): **RECONSTRUCTION & RESURFACING OF HAWTHORNE
LANE, PORTION OF BROOKLAWN DRIVE, HOLLY
DRIVE AND IRIS DRIVE**

TO THE HONORABLE MAYOR AND MEMBERS OF COUNCIL OF THE TOWNSHIP OF
EAST WINDSOR

This is to certify that (name of Surety Company):

will provide (name of Bidder): _____

with a bond in accordance with the requirements of Section II, Bid Security of the Instructions to Bidders, in an amount equal to 100% of the full contract price if the contract is awarded to the above name bidder.

Name of Surety Company: _____

Address: _____

Signature of Authorized Agent of Surety Company: (Sealed) _____

Print or Type Name of Authorized Agent of Surety Company: _____

Title of Authorized Agent of Surety Company: _____

Date: _____

Signature of Bidder: _____

Date: _____

NOTE: BOND MUST FALL DUE ON SPECIFIED DATE OF DELIVERY. BOND MUST CONFORM TO REQUIREMENTS SET FORTH IN SECTION II. BID SECURITY

**EAST WINDSOR TOWNSHIP
NON-COLLUSION AFFIDAVIT**

County of _____)

ss

State of _____)

The undersigned bidder or agent, _____
upon his/her oath deposes and says that he/she has not, either 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 proposal submitted to East Windsor Township on the _____ day of _____, 20____

Signature: _____

Title: _____

Sworn to and subscribed before me this _____ day of
_____ 20____

My commission expires: _____

Notary Public: _____

**NOTE: THIS STATEMENT MUST BE COMPLETED AND SIGNED IN ORDER FOR THE BID TO
BE CONSIDERED**

EAST WINDSOR TOWNSHIP

STATEMENT OF CORPORATE 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.

Identification of Bid / Proposal:

RECONSTRUCTION & RESURFACING OF HAWTHORNE LANE, PORTION OF BROOKLAWN DRIVE, HOLLY DRIVE AND IRIS DRIVE

Part I Check the line 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

Part II

_____ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent of 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 if 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)

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

(Please attach more sheets if more space is needed)

Part III **DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OF 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. *(Please attach more sheets if more space is needed)*

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page No.(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. *(Please attach more sheets if more space is needed)*

Stockholder/Partner/Member and Corresponding Entity Listed in Part III	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 Township of East Windsor 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 Township of East Windsor to notify the Township of East Windsor in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township of East Windsor, permitting the Township of East Windsor to declare any contract(s) resulting from this certification void and unenforceable.

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

EAST WINDSOR TOWNSHIP

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

1. The number and type of Equipment, Vehicle, etc. intended to be used to fulfill all requirements of the Contract Documents with respect to the Specifications are listed Table 1 and 2 and attached hereto.

Note: If the Bidder **owns or controls** all the necessary equipment required, complete Paragraph 2 below: If the Bidder **does not own or control** all the necessary equipment required, complete Paragraph 3 below.

2. The bidder owns or controls all the necessary equipment shown in Table 1 and required to accomplish the work described in the Contract Documents during the Contract Term.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

3. The Bidder does not own or control all the necessary equipment required to accomplish the Work described in the Contract Documents during the Contract Term. The equipment actually owned or controlled by the Bidder is identified in Table 1.

The remaining equipment required to perform the Work described is noted in Table 2 together with the certification of the owner or person in control of such equipment.

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP
TABLE 1
LIST OF EQUIPMENT
OWNED OR CONTROLLED BY BIDDER

Type of Equipment
Equipment
(Vehicle, Pump, Etc.)
Model

Age

Number

Make

(attach additional sheets if necessary)

EAST WINDSOR TOWNSHIP
TABLE 2

**CERTIFICATION OF OWNER OR CONTROLLER OF EQUIPMENT
NOT OWNED OR CONTROLLED BY BIDDER**

This is to certify that I, the undersigned, own or control the equipment required and noted below and definitively grant the Bidder named below the control of said equipment during such time as may be required for that portion of the Work described in the Contract Documents for which said equipment is necessary for the term of the contract.

(Name of Owner or Controller) _____

(Name of Bidder) _____

By: _____

(Signature)

Name: _____

Title

Type of Equipment

Equipment

(Vehicle, Pump, Etc)

Model

Age

Number

Make

(Attach additional sheets as necessary)

**EAST WINDSOR TOWNSHIP
AMERICANS WITH DISABILITIES ACT OF 1990**

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT (42 U.S.C. 812101 at seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servant employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the Township of East Windsor 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 Township of East Windsor grievance procedure, the CONTRACTOR agrees to abide by any decision of the Township of East Windsor which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of East Windsor or if the Township of East Windsor incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP

AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete this questionnaire. In the event that you/your firm is awarded this contract, the necessary forms will be sent to you. This form **MUST** be submitted with the Bid Proposal.

1. Our Company has a federal affirmative action plan approval.

Yes _____ No _____

2. Our Company has a State Certificate of Employee Information Report Approval.

Yes _____ No _____

3. If you do not have one of the above approvals, indicate whether you have:

_____ More than 50 employees.

_____ Less than 50 employees.

4. I have more than 50 employees; please send us an Affirmative Action Form for our completion.
(AA 302 — Affirmative Action Employee Information Report)

_____ (Check here if applicable.)

5. I have fewer than 50 employees; please send an affidavit for my completion.

_____ (Check here if applicable.)

The bidder to whom the contract has been awarded shall, within seven (7) days in the case of the notification of construction awards and within three (3) days in the case of notification of procurement and service awards, execute and submit any affirmative action forms in compliance with P/L: 1975, c.127.

I HEREBY CERTIFY that the above information is correct to the best of my knowledge. The vendor below will comply with all applicable affirmative action requirements.

(PLEASE PRINT OR TYPE)

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP

PROCUREMENT AND SERVICE CONTRACT MANDATORY LANGUAGE **Statement of Compliance with Chapter 127 of the Public Laws of 1975**

Identification of Bid Item (s)/Service(s):

During the performance of this contract, the successful bidder agrees as follows:

- a. 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 non discrimination clause.
- b. 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 or sex.
- c. 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 Public Agency Compliance 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to PL 1975, c. 27, as amended and supplemented from time to time.
- e. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by Section 5.2 of the Regulations promulgated by the Treasurer Pursuant to PL 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P. L. 1975, c.127, as amended and supplemented from time to time.
- f. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing confirms 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.

EAST WINDSOR TOWNSHIP

PROCUREMENT AND SERVICE CONTRACT MANDATORY LANGUAGE

h. 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, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) are not required for subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP

CONSTRUCTION CONTRACT MANDATORY LANGUAGE

Statement of Compliance with Chapter 127 of the Public Laws of 1975

Identification of Bid Item (s)/ Service (s): **RECONSTRUCTION & RESURFACING OF HAWTHORNE LANE, PORTION OF BROOKLAWN DRIVE, HOLLY DRIVE AND IRIS DRIVE**

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

- a. 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or 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 non-discrimination clause.
- b. 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 or sex.
- c. 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 Public Agency Compliance 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with any Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with the applicable employment goal prescribed by Section 7.3 of said Regulations; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority workers is equal to or greater than the applicable employment goal prescribed by Section 7.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the Regulations promulgated by the

EAST WINDSOR TOWNSHIP

CONSTRUCTION CONTRACT MANDATORY LANGUAGE (continued)

Treasurer pursuant to P.L. 1975, c.127, as it is supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared directly to hire minority workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (B); and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.

- B. If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of the preceding provisions (a) , or if the contractor or subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goal:

To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one minority referral organization of its employment needs, and request the referral of minority workers.

To notify any minority workers who have been listed with this as awaiting available vacancies.

Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer workers to fill job openings.

To leave standing request for additional referral of minority workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and the other approved referral sources until such time as the workforce is consistent with the employment goal.

If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority employees remain on the site consistent with the employment goal; and to employ any minority workers laid off by the contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to Regulations implementing P.L. 1975, c.127

EAST WINDSOR TOWNSHIP

CONSTRUCTION CONTRACT MANDATORY LANGUAGE (continued)

To adhere to the following procedure when minority workers apply or are referred to the contractors or subcontractor:

- i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided, however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor or subcontractor shall hire minority workers who qualify as trainees pursuant to subsection 2 (k) of these Regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph © below.
- ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said minority group individual shall be maintained on a waiting list for the first consider in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- iii. If for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advanced trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain a copy in its files, and send a cop to the Public Agency Compliance Officer and the Affirmative Action office.

To keep a complete and accurate record of all request made for the referral or workers in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that Office upon request.

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

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CONSTRUCTION CONTRACT MANDATORY LANGUAGE (continued)

D The contractor agrees to complete monthly Project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit an initial copy of said form no later than three (3) days after signing a construction contract; provided, however, that the public agency may extend in the particular case the allowable time for submitting the initial form no more than fourteen (14) days; and to submit a copy of said form once a month thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency compliance Officer, provided, however, that for construction projects with a total cost of less than \$50,000.00 the initial and monthly Project Manning Reports shall not be submitted except when requested by the Affirmative Action Office. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for outreach and training of minority trainees employed on the construction projects.

Provisions (d) and (e) not required for contractors or subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

**EAST WINDSOR TOWNSHIP
FORM OF PERFORMANCE BOND/PAYMENT BOND**

Know all men by these present: That _____, hereinafter called the Contractor and _____.

A corporation authorized to execute surety bonds under the laws of the State of New Jersey, are held and firmly bounded unto **EAST WINDSOR TOWNSHIP**, 16 Lanning Boulevard, East Windsor, NJ 08520 in the penal sum of \$_____dollars (\$_____) lawful money of the United States of America, to the payment of which sum well and truly to be made, the bidder and surety herein firmly bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the present.

Whereas the Contractor did on the _____day of _____ 20____, enter into a written contract with **EAST WINDSOR TOWNSHIP** for furnishing and delivering of _____ under contract entitled _____ for the sum of: \$_____ dollars.

Now, therefore, the condition of this obligation is such that if the Contractor, his or it's executors, administrators or successors, shall in all things well and truly keep and perform the covenants, conditions and agreements in the contract and in any alterations thereof made as therein provided, on his or it's part to be kept and performed at the time in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless **EAST WINDSOR TOWNSHIP**, and all of its officers, agents, and employees, as therein stipulated, and shall also promptly pay for all such labor performed or furnished and for all such materials and equipment furnished as shall be performed or furnished for, and used in, carrying on the work covered by the contract, or shall see that they are promptly paid for, whether or not said labor is directly performed for or furnished to the Contractor, or is directly performed upon the work covered by the contract, and whether or not said materials are furnished to the Contractor or even directly used upon said work; and shall also pay for all Workmen's Compensation, Public Liability, and Other insurance as stipulated in the contract, and all Federal and State Unemployment, Social Security and Compensation Taxes; then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

This bond is subject to all rights and powers of Said _____ and subject to other provisions as set forth in the contract, and is subject to the provisions that no extension of the time of performance of the contract or delay in the completion of the work there under, or any alterations, thereof, made as therein provided, shall invalidate this bond or release the liability of the surety hereunder.

In Witness whereof said bidder and surety have hereunder set their respective names this _____day of _____, 20_____.

(Name of Surety)

By:_____

Witness as to Surety: _____

Name of Bidder: _____

Bidder's Signature (Seal) _____

Title: _____

Witness: _____

Witness Signature: _____

EAST WINDSOR TOWNSHIP

FORM OF CONTRACT

This Agreement, made this _____ day of _____, 20____ by and between EAST WINDSOR TOWNSHIP, 16 Lanning Boulevard, East Windsor, New Jersey 08520

(hereinafter called "TOWNSHIP"), and _____ (hereinafter called "Contractor")

Witnesseth;-That the said Contractor for and in consideration of the sums set forth in the proposal, dated, which proposal shall become part of this contract, approved by the TOWNSHIP on this _____ day of _____ 20___, by Resolution R20_____ hereby covenants and agrees to furnish and deliver the services specified under the contract entitled

The Advertisement, Notice to Bidders, Information to Bidders, all Addenda, the Proposal submitted by the Contractor and the Specifications are made part of this contract.

This contract shall be binding upon the TOWNSHIP and the successors and assigns and on the Contractor and it's heirs, executors, administrators, successors and assigns.

The Contractor shall furnish all services, except as herein otherwise specified, and everything necessary or proper for completing the work required by this contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the TOWNSHIP, and in accordance with the specifications herein mentioned. At the prices herein agreed upon and fixed therefore. All services to be furnished under this contract shall be furnished strictly, pursuant to, and in conformity with, the attached specifications under the terms of this contract.

The Contractor agrees to make payment for all proper charges for material and equipment as required for the TOWNSHIP, and further agrees to indemnify, save harmless and defend the TOWNSHIP, it's officers, agents and servants and each and every one of them against and from all suits and claims of every name and description and from all damages to which the said TOWNSHIP, or any of it's officers, agents or servants may be subjected to, by reason of injury to the person or property of others resulting from the carelessness in the furnishing and delivery of said contract work through any improper or defective machinery, implements or appliances used by the bidder, in the aforesaid work or through any act or omission on the part of said Contractor, his officers or agents, servants or employees.

The TOWNSHIP shall in all cases determine the amount, quality, acceptability and fitness of services which are to be paid for under this contract and shall in all cases decide every question of fact which may arise relative to the fulfillment of this contractor on the part of the TOWNSHIP and on the part of the Contractor. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

After award of contract by the TOWNSHIP, the Contractor shall forthwith tender sufficient copies of executed documents and agreements, in satisfactory form.

The time for implementation of service contract, and duration shall be in accordance with the proposal.

It is distinctly agreed and understood that any changes made in the specifications for this work, (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments made by the TOWNSHIP to the bidder, shall in no way annul, release, or affect the liability and surety given by the Contractor.

CONSTRUCTION CONTRACT MANDATORY LANGUAGE (continued)

The TOWNSHIP may keep any moneys which would otherwise be payable at any time hereunder, and apply the same or so much as may be necessary therefore, to the payment of any, expenses, losses or damages, incurred by the TOWNSHIP and determined as herein provided, and may retain until all claims are settled or secured so much of such money as the TOWNSHIP shall be of the opinion will be required to settle all claims filed with the TOWNSHIP, it's officers and agents, relating to this contract.

The Contractor guarantees that the services to be furnished by him under this contract will at all times meet the conditions and properties specified.

Accompanying this contract, the bidder has submitted to the owner a performance bond in the amount of 100% of the contract price as surety the bidder will faithfully perform the contract during the contract period.

In witness whereof, the TOWNSHIP has caused this agreement to be signed by the Mayor and attested to by the Municipal Clerk and it's corporate seal to be hereunto affixed, pursuant to the TOWNSHIP'S resolution adopted for that purpose, and the Contractor has caused this agreement to be signed by it's President and attested to by it's Secretary and it's corporate seal to be hereunto affixed, the day and year above written.

ATTEST:

EAST WINDSOR TOWNSHIP

Municipal Clerk

BY: _____
MAYOR JANICE S. MIRONOV

Contractor's Name: _____

Contractor's Signature (Seal): _____

Title _____

Witness _____

Witness Signature _____

EAST WINDSOR TOWNSHIP

BIDDER'S REFERENCES

Contract for which bid submitted _____

<u>Reference Name</u>	<u>Nature of Contract</u>	<u>Address/Phone</u>	<u>Contact Person</u>
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Bidder's Signature: _____

Date: _____