

City of Trenton
319 East State Street, Trenton, New Jersey

INVITATION TO BID

BID SPECIFICATIONS

FOR

**REMOVAL OF STOCKPILED AND STORED EXCAVATED MATERIALS
FOR A PERIOD OF ONE (1) YEAR
WITH AN OPTION TO EXTEND ONE (1) YEAR**

FOR THE

**CITY OF TRENTON
DEPARTMENT OF WATER AND SEWER
CONSTRUCTION AND MAINTENANCE OFFICE**

To be received on:



DECEMBER 13, 2022, at 11:00AM

DIVISION OF PURCHASING

BID2022-77

**CITY OF TRENTON
BID DOCUMENT CHECKLIST
(REQUIRED)**

FAILURE TO SUBMIT ANY OF THESE ITEMS WITH YOUR BID IS MANDATORY CAUSE FOR REJECTION OF BID Must Read and Initial

Statement of Ownership Disclosure (MANDATORY) _____
Failure to Submit with Bid Submittal is an automatic fatal defect

Acknowledgement of Receipt of Addenda (MANDATORY) _____
Failure to Submit with Bid Submittal is an automatic fatal defect

Ethics Complaint Disclosure _____

Required Evidence EEO/Affirmative Action Regulations Questionnaire _____

MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED

Business Registration Certificate – Bidder (Prior to Contract Award) _____

Disclosure of Invested Activities in Iran _____
(Required prior to award of the contract)

SUBMIT THE FOLLOWING/COMPLY WITH THE FOLLOWING

Non-Collusion Affidavit _____

Affirmative Action Statement _____

One Original Complete with Original Signature and Two Completed Copies _____

Americans with Disability Act of 1990 Language _____

Licensing/Certifications Required (As applicable) _____

Three (3) References Required _____

Certification to hold bid consideration beyond sixty (60) days _____

Exceptions (if any) _____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder Name: _____ Date: _____

Authorized Representative: _____

Signature: _____

Print Name & Title: _____

**CITY OF TRENTON
INVITATION TO BID
BID2022-77**

PURSUANT TO LFN2020-10, that 1 sealed bids will be received by Isabel C. Garcia, Purchasing Agent, for the City of Trenton, County of Mercer, State of New Jersey **on DECEMBER 13, 2022, AT 11:00AM** prevailing time in the City Hall Annex, 1st Floor, City Hall, 319 East State Street, Trenton, New Jersey, 08608 for the:

REMOVAL OF STOCKPILED AND STORED EXCAVATED MATERIALS

BIDDERS SHALL LOG ON TO A VIRTUAL BID OPENING ON DECEMBER 13, 2022, AT 11:00AM

Join ZoomGov Meeting

<https://www.zoomgov.com/j/1616741055?pwd=ckZlalc5UjgyOCs0WEp6OTRPRTE4Zz09>

Meeting ID: 161 674 1055

Passcode: 229549

One tap mobile

+16692545252,,1616741055#,,,,*229549# US (San Jose)

+16468287666,,1616741055#,,,,*229549# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 828 7666 US (New York)

+1 669 216 1590 US (San Jose)

+1 551 285 1373 US

Meeting ID: 161 674 1055

Passcode: 229549

Find your local number: <https://www.zoomgov.com/u/adAgTOuBrT>

Specifications and other bid information may be obtained at the Division of Purchasing, 1st Floor, City Hall Annex, 319 East State Street, Trenton, NJ 08608 during regular business hours (8:30 am - 4:30 pm) or at the city website. The link to request a copy of the bid is <https://nj-trenton.civicplus.com/list.aspx>

Bidders shall visit the City of Trenton's website at <https://nj-trenton.civicplus.com/list.aspx> for any addenda, cancellations or notices issued prior to the bid opening date. Failure to do so could result in the rejection of your submission.

Bidders are required to comply with the requirements of P.L. 1975, c.127(N.J.A.C.17:27 et seq).

City of Trenton -609-989-3139

Isabel C. Garcia, QPA

Trenton Water Works

Construction & Maintenance Office



*Fiscal Year 2023 Contract for the
Removal of Excavated Material*



Bid Proposal & Specification



TRENTON WATER WORKS
Contract for the Removal of Stockpiled and Stored Excavated Materials

Scope of Work

Under the scope of work in this contract, the Contractor shall be required to supply all necessary labor, equipment, supervision, certified vehicle weighing facility, regulatory compliant disposal site or sites, permits, licenses and all other requirements to load spoil material using vendor supplied loading equipment on or in contractor supplied vehicles at the Trenton Water Works yard located at 333 Courtland Street. The Contractor is required to dispose of the material in accordance with all applicable Municipal, County, State, and Federal rules, regulations and laws.

Spoil Material Specification

The spoil material to be removed shall be material excavated from water facility installations, repairs and replacements. The material shall consist of roadway pavement materials such as various forms of bituminous concrete, stabilized base and Portland cement concrete. It shall also consist of the various types of sub-base materials, also referred to herein as wet or dry soil, comprised primarily of rock, sand, silt and clay particles. The larger pieces of the bituminous materials and the Portland cement concrete shall be placed by Water Utility personnel in separate piles at the various sites used by the Water Utility for storage. The rock, sand, silt and clay materials shall also be placed in a separate pile or piles and may contain some smaller pieces of the bituminous materials and Portland cement concrete.

Period of Contract

The term of contract shall be for a period of twelve months commencing on the date of issuance of the notice-to-proceed or, if occurring prior to expiration of the twelve-month period, until the contract quantities are reached or total contract dollar amount is reached. The Trenton Water Works shall reserve the right to extend the period of the contract beyond the twelve month period subject to the availability of unexpended monies remaining from the total contract amount authorized by the purchase order to do the work.

Estimate of Quantities

Wet or dry Soil
Asphalt and Concrete

Trenton Water Works Responsibility

The Trenton Water Works shall provide spoil material for pick up and disposal by the Contractor at the Trenton Water Works spoil material storage yards located at 333 Courtland Street. The Trenton Water Works shall not be required to supply any equipment or labor to do the work.

Contractor's Responsibility

1. **The Contractor shall be required to supply A MINIMUM OF 3 DUMP TRUCKS EACH HAVING A MINIMUM CAPACITY OF 10 CUBIC YARDS, FRONT END LOADER and manpower to load material at the Trenton Water Works yard.**
2. The Contractor shall be required to have an accurate weighing facility at the same location where the material shall be received. A copy of a valid registration certificate by the State of New Jersey, Office of Weights & Measures shall need to be supplied for the duration of the contract. The weighing facility shall be capable of weighing 5 to 50 gross tons to an accuracy of plus or minus 1 percent. In order to establish control for determining the plus or minus 1 percent accuracy, the dump trucks shall be weighed by the contractor empty and then full at the Mercer County weighing facility at the beginning of each day in which work shall be performed.
3. In order to determine the tare of the removed spoil material, the contractor shall be required to determine the weight of the vehicle and the weight of the material disposed of by subtracting the vehicle's unloaded weight from the vehicle's loaded weight.
4. The contractor shall be required to furnish weigh slips to a duly designated Trenton Water Works representative. On the weigh slips the vehicle number, license number, slip number, gross tonnage, net tonnage and tare tonnage, delivery time and delivery date shall be shown. The slips shall be produced to the designated Trenton Water Works representative for each time the vehicle has been weighed empty (tare) and each time the vehicle has been weighed full (gross) of spoils.
5. The contractor shall be required to complete and submit to the Trenton Water Works biweekly vouchers containing an accounting of all deliveries. The date, time, weight and weight slip numbers shall be shown on the vouchers. No payment shall be authorized or made by the Trenton Water Works without proper listing and accounting of the weigh slips.
6. After the material has been properly weighed, the contractor shall be required to dispose of the material at a site meeting all applicable Municipal, County, State and Federal rules, regulations, and laws.

7. **The contractor shall be required to remove the spoil material only after receiving authorization to do so from a authorized Trenton Water Works representative. After receiving notification to remove spoil material, the contractor shall be required to start the removal of spoil by the third (3RD) City of Trenton workday after receiving such notification. The contractor shall also be required to not remove spoil material when the weather is inclement, either raining, snowing, sleeting or hailing. After such inclement weather and before the contractor commences the removal of the spoil material, the contractor shall be notified by the authorized Trenton Water Works representatives to do so.**
8. **The contractor shall be required to prosecute the work only on regular City of Trenton workdays between the hours of 8:30 am and 4:00 pm and not on weekends or City of Trenton holidays.**
9. **At the start and during the course of the contract, when the Trenton Water Works representative contacts the contractor to remove the spoils spoil material that has been stockpiled at either or both of the Trenton Water Works yards, the contractor shall be required to start the work within 3 City of Trenton work days and to prosecute the work diligently and continuously until all of the stockpiled spoil material has been removed within 10 City of Trenton work days. Failure of the contractor to prosecute the work until all of the stockpiled material has been removed in the manner previously described shall be cause for finding the contractor in breach of contract.**
10. The contractor shall assure that the driver of the vehicle picking up spoils material comply with the Trenton Water Works sign-in / sign-out Policy when entering and leaving the premises of the Cortland Street Facility.
11. If an individual contractor has been awarded both Item 1 (Dirt spoils removal) and Item 2 (Asphalt / Concrete spoils removal) of the Contract and where one item exceeds in unit price the other by more than 10%, then each time they are contacted to remove spoils, they shall start with the Item having the lower unit price (i.e. Item 1 Dirt) and complete removal of that spoils material and the billing of that item to the Trenton Water Works prior to mobilizing to remove the remaining Item (i.e. Item 2 Asphalt/Concrete) having the higher unit price.

Option for Extension of Contract Services

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend the time of any contract for services, other than professional services, the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1), (9), (12), (16), (17), (18), (19), (24), (30), (31), (34), (35), (36) and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

TRENTON WATER WORKS
Contract for the Removal of Stockpiled or Stored Excavated Materials

Contracts shall be awarded based on the lowest responsible and responsive bidder. The items in the contracts may be awarded to one contractor. **Quantities may increase by no more than 20% or decrease by any amount.**

Submitted by: _____ Company Name: _____

PROPOSAL

The undersigned proposes to remove spoil material from the Trenton Water Works yards in accordance with the following:

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Wet or Dry Soil	Tons	8,000	_____	_____
2	Asphalt and Concrete	Tons	5,000	_____	_____
Grand Total >>				_____	

TRENTON WATER WORKS
Contract for the Removal of Stockpiled or Stored Excavated Materials

Contracts shall be awarded based on the lowest responsible and responsive bidder. The items in the contracts may be awarded as one contract to one contractor.

Quantities may increase by no more than 20% or decrease by any amount.

Submitted by:

(Company Name)

(Signature)

(Printed Name)

(Person to Contact, Please Print)

(Telephone)

QUESTIONS

Questions **must** be submitted in writing to igarcia@trentonnj.org

ACKNOWLEDGEMENT OF ADDENDA

If changes are made to the Request for Bid, an Addendum will be advertised in the Trenton Times newspaper and on the City's Purchasing Website seven dates prior to the bid opening date at <https://njtrenton.civicplus.com/list.aspx>.

Bidders shall visit the City of Trenton's Purchasing website at for any addenda, cancellations and notices issued prior to the submission of their bid at <https://nj-trenton.civicplus.com/list.aspx>. Acknowledgement of an Addenda is **mandatory**. Bid is considered a fatal defect if acknowledgement of addenda is not included with your sealed request for bid.

BID SUBMITTAL INSTRUCTIONS

Provide one (1) full original proposal (**with original signature**), labeled "**Original**," and two (2) identical copies of the full bid package in a sealed envelope. Bids **must** be clearly identified on the outside of the sealed envelope with the firm's name, **BID2022-77 "REMOVAL OF STOCKPILED AND STORED EXCAVATED MATERIALS"**.

Sealed Bids **must** be submitted to Ms. Isabel Garcia, QPA, Purchasing Agent, City of Trenton, City Hall, 319 East State Street, Trenton, Division of Purchasing, 1st floor NJ 08608 on or before **DECEMBER 13, 2022, AT 11:00AM**. The City of Trenton will not assume responsibility for any proposals received after the required **due date and time**.

Bidders are required to complete, sign (**original signature**), date, and notarize (**as required**) all forms in the Request for Bid.

N.J.A.S.40A:11-13 (e)

Any prospective bidder who wishes to challenge a bid specifications shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.



REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON

An e-notification and/or text message will be sent to all bidders currently registered with the City of Trenton, directing them to bidding opportunities, notices, postponements, awarded contract information and addendums on the City of Trenton Division of Purchasing website. Interested bidders shall register on the City of Trenton's Purchasing website to receive procurement announcements.

REGISTER AT:

<https://nj-trenton.civicplus.com/list.aspx>

SUBSCRIBE & UNSUBSCRIBE

1. You can SUBSCRIBE or UNSUBSCRIBE to any of the E-Mailing Lists displayed below.
2. Type your email address in the box and select Sign In.
3. If you want to receive text messages enter your phone number and select Save.
4. To subscribe or unsubscribe click  and/or  next to the lists to which you wish to subscribe/unsubscribe.
5. Please remember to set your spam blocker to allow mail from listserv@civicplus.com.

CITY OF TRENTON

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

MANDATORY

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR BID SUBMITTAL

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____ (ICG)
_____	_____
_____	_____
_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

CITY OF TRENTON RESIDENT EMPLOYMENT POLICY

In order for the City of Trenton to keep an accurate reporting of community involvement and support in local development projects, the following is required by City of Trenton Ordinance 14-43 to be completed by each Contractor and Sub-Contractor.

NAME OF BUSINESS _____

CONTACT PERSON _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ FAX _____ E-MAIL _____

1. Number of Trenton residents hired as well as the number of Trenton residents currently employed on this project _____

2. The number of training positions, if any, and the number of positions that will be filled by Trenton residents. _____

3. The necessary level of job skills required of Trenton residents to plan and implement the work to be done on the job. _____

4. Please describe all "good faith" efforts to hire Trenton residents (e.g., copies of hiring ads, list of residents who applied for positions, letters informing community groups of job opportunities) _____

CITY OF TRENTON

ETHICS COMPLAINT DISCLOSURE

I affirm that neither I nor other members of my firm have any prior or pending ethic complaints.

SIGNATURE

DATE

OR

I am disclosing the following prior or pending ethic complaints against me or my firm

Listing:

SIGNATURE

DATE

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

Subscribed and sworn before me
this ____ day of _____, 20__ (Affiant)

(Notary Public)

(Print Name & Title
Affiant)

My Commission expires:

(Corporate Seal)

BID PROPOSAL FORM
BIDDER MUST COMPLETE

WE THE UNDERSIGNED PROPOSE TO FURNISH AND DELIVER THE ABOVE ITEM/SERVICE PURSUANT TO THE BID SPECIFICATIONS AND MADE PART HEREOF:

(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office

at _____

COMPANY _____

ADDRESS _____

ADDRESS _____

FED. ID # _____

NAME _____

TELEPHONE _____

FAX _____

EMAIL _____

DATE _____

SIGNATURE _____

**DEBARMENT NOTICE
(REQUIRED)**

Pursuant to N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

NO PUBLIC WORKS CONTRACT/S MAY BE AWARDED TO ANY CONTRACTORS AND SUBCONTRACTORS OR TO ANY FIRM, CORPORATION OR PARTNERSHIP IF THEIR NAME IS ON THE STATE OF NEW JERSEY, DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DEBARMENT LIST OF CONTRACTORS AND SUB-CONTRACTORS.

I, the bidder/Respondent, certify that my company has not been “Debarred or Suspended” or otherwise ineligible for participation in a Public Works Contract with the State of New Jersey, Government or Municipality, as described in the N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

Potential Bidder: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

Date: _____

Subscribed and sworn to before me

This _____ day of _____, 20____.
(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20__

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV) Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type) Limited Liability Company (LLC) Partnership
 Limited Partnership Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Trenton is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City of Trenton to notify the City of Trenton 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 City of Trenton , permitting the City of Trenton to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization
Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
Section C – Part III Certification	
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Trenton is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City of Trenton to notify the City of Trenton 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 City of Trenton , permitting the City of Trenton to declare any contract(s) resulting from this certification void and unenforceable.	

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Business Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address
Add additional Sheets if necessary	
OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
Section C – Part IV Certification	

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **City of Trenton** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **City of Trenton** to notify the **City of Trenton** > 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 **City of Trenton** , permitting the **City of Trenton** to declare any contract(s) resulting from this certification void and unenforceable.

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

**City of Trenton
Division of Purchasing
319 East State Street
Trenton, New Jersey**

INSTRUCTIONS TO BIDDERS

I. SUBMISSION OF BIDS

A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") 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.

C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (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.

D. It is the bidder's responsibility to see that bids are presented to the OWNER on the hour and at the place designated. Bids may be hand delivered or mailed; however, the OWNER disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by 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 OWNER before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

G. Each bid proposal form must give the full business address 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 other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

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 OWNER. 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 bidder shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the bidder. In case of rejected materials, the bidder will be responsible for return freight charges.

II. BID SECURITY

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 (NOT REQUIRED)

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 OWNER. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the OWNER. The check or bond of the unsuccessful bidder(s) shall be returned 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 N.J.S.A. 40A:11-21. Failure to submit this shall be cause for rejection of the bid.

B. CONSENT OF SURETY (NOT REQUIRED)

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

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

C. PERFORMANCE BOND (NOT REQUIRED)

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.

D. LABOR AND MATERIAL (PAYMENT) BOND (NOT REQUIRED)

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 with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND (NOT REQUIRED)

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

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 OWNER.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

III. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the OWNER. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to notify the OWNER 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 OWNER'S representative stipulated in the bid. In order to be given consideration and timely issuance of addenda, if any, for all bids other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the bids Saturdays, Sundays, and holidays excepted; and for construction work bids, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted 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 N.J.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 OWNER'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 OWNER of the extended totals shall govern.

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. Bidder'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 OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

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 OWNER harmless from any damages resulting from such infringement.

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:11-18.

E. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

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. Minimum Employer's Liability \$500,000.

2. General Liability Insurance

This insurance shall have limits of not less than \$1,000,000 combined single limit and \$2,000,000 aggregate and shall be maintained in force during the life of this contract by the bidder.

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. Limit 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 OWNER as an additional insured.

C. Indemnification

Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, 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.

VI. PREPARATION OF BIDS

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts)

The OWNER has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. **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.

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. and N.J.A.C. 17:27.

1. Procurement, Professional and Service Contracts

All successful bidders 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 bidder has none of the above, the public agency is required to provide the bidder 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 Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

Payment Requirements: Prompt Payment Requirements, N.J.S.A. 2A:30A-1:

N.J.S.A. 2A:30A-1 et seq. establishes timing standards for the payment of bills by both public and private sector organizations for a wide range of construction-related contractors. It affects construction-related contracts of all local units - municipalities, schools, counties, fire districts, local authorities, etc. The law intends to ensure that contractors submitting bills for completed work are paid on a timely basis through an established schedule, and that the full chain of subcontractors receive timely payments from their hiring contractor. When payments are not made pursuant to the schedule, the law allows contractors to receive interest on the outstanding balance and, under certain circumstances, to halt work without being subject to breach of contract clauses.

N.J.S.A. 2A:30A-2a requires that the payment be made within 30 calendar days of receipt of the bill, except if an alternate procedure is defined in the bid specifications and contract documents.

Uniformed Police language: N.J.S.A. 40A:11-23.1(c) with N.J.S.A. 40A:11-23(c).

A statement indicating whether uniformed law enforcement officers will be required for the project. The statement shall include a line-item allowance, which shall be a good faith effort on the part of the contracting unit, to reasonably estimate the total cost of traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements required by the contracting unit, or any other public entity affected by the project, above and beyond the bidder's traffic control personnel, vehicles, equipment, and administrative

The contracting unit shall not be responsible for additional traffic control costs beyond the number of working days specified in the construction contract in accordance with section 17 of P.L.1971, c.198 (C.40A:11-17), when such a delay is caused by the contractor and liquidated damages have been assessed. The statement prescribed under this subsection shall not be required if the contracting unit will provide for the direct payment of uniformed law enforcement officers and any additional costs directly associated with the provision of those officers; and costs.

The individuals responsible for the assignment of uniformed law enforcement officers for any municipalities affected by a project shall be required to determine where traffic safety control is needed for a project and calculate the number and placement of all necessary personnel, equipment, and the costs associated with these, including hourly rates, and submit this information to the contracting unit.

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 OWNER 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 OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It 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.

“In the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body, any lessee to whom the public body is leasing a property or premises or any lessor from whom the public body is leasing or will be leasing a property or premises.”

D. Statement of Ownership Disclosure

Chapter 33 of the Public Laws of 1977 provides 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.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

For a publicly traded direct or indirect parent entity:

A bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% percent or greater beneficial interest as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange

Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% percent or greater beneficial interest.

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

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 7:1G-1.1 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) and hazardous substance fact sheets must be furnished. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register** / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as **adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication.**

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. Bid Document Checklist

Pursuant to NJSA 40A:11-23.1, the bid document checklist must be completed and submitted with your bid.

H. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq), no contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered. Applications for registration are available from: NEW JERSEY DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE, PO BOX 389, TRENTON, NJ 08625-0389. The contractor shall submit a copy of the registration certificate with their bid. Failure to submit the certificate may be cause for rejection of the bid. Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the City of Trenton the certificates of registration for all subcontractors listed in the bid.

BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, The City of Trenton (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

C.40A:11-13 SPECIFICATIONS

No Financial Statement shall be required of bidders if either a guarantee, by the certified check, cashier’s check, or bid bond, or surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

J. CONFLICT OF INTEREST

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

VIII. METHODS OF AWARD

- A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.
- B. The OWNER may award the work on the basis of the Base Bid, combined with such Alternates as selected, 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 who's 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, it will be made to that responsible bidder whose net bid on such combination is the lowest.
- D. The OWNER may also elect to award the work on the basis of line items or unit prices.
- 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 OWNER.
- F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the bidder's physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the bidder's business is a requisite to the efficient and economical performance of said contract.
- G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all bids within the time as may be specified, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.
- H. The OWNER may award the work in whole or in part whichever is most advantageous to the OWNER.

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 OWNER in an unacceptable manner, may be rejected.

E. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the bid of the next lowest responsible bidder.

F. The lowest bid substantially exceeds the estimates for goods and services.

G. The OWNER decides to abandon the project.

H. The OWNER decides to substantially review the specifications.

I. The purposes or provisions or both of P.L. 1971, c.198 (D.40A:11-1 et seq) are being violated.

J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971, c.198(C.40A:11-12).

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 OWNER shall there upon 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 OWNER 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 OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful bidder, the OWNER 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 OWNER reserves the right to cancel this contract.

XI. CONTRACT EXTENSION FOR SERVICE CONTRACTS

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services; the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18), (19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

RECORDS FOR THE NEW JERSEY STATE COMPTROLLER

Pursuant to N.J.S.A.52:15C-14(d), relevant records of private bidders or other persons entering into contracts with the City are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

N.J.A.S.40A:11-13(e)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "p.l.2012, C.25 PROHIBITS State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

FINANCIAL STATEMENTS Pursuant to N.J.S.A:11-13(f)

Pursuant to N.J.S.A:11-13(f) a contracting unit cannot require a certified financial statement as part of a bid submittal if otherwise a bid guarantee and /or consent of surety is required.

AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Pursuant to N.J.S.A.40A:11-18, Each local unit shall provide, the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available.

40A:11-23.2. REQUIRED MANDATORY ITEMS FOR BID PLANS, SPECIFICATION

When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);
- e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda

to the advertisement or bid documents; and
f. (Deleted by amendment, P.L.2009, c. .)

N.J.A.S.40A:11-13(e) CHALLENGES

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

**EXHIBIT A
REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

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

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)

The following questions must be answered by all bidders:

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

YES _____ NO

If yes, please submit a copy of such approval.

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

YES _____ NO

If yes, please submit a copy of such certificate.

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

DATE: _____

COMPANY _____

SIGNATURE: _____

TITLE: _____

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

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

EXHIBIT A (Cont.)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval.

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT A (Cont.)

Date: _____

Signature: _____

Company: _____

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

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

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

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

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

DATE: _____

COMPANY NAME

SIGNATURE: _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

MANDATORY (Required Prior to Award)

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

Name _____ **of** _____ **Organization:** _____

Organization _____ **Address:** _____

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Minority Women Business Enterprise (MWBE) (50% or more ownership)
- Other (be specific): _____

Part II

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

OR

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

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

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

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

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

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

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

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

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in
(Name of affiant)

_____ in the County of _____
(Name of municipality)

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

I am _____ of the firm of
(Title or position)

_____ the bidder making this Proposal
(Name of firm)

for the bid proposal entitled _____, and that I executed the said
(Title of bid proposal)

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

(Name of contracting unit)
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 _____.

Subscribed and sworn to
before me this day
_____ 20 .

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____ 20 .

DISCLOSURE OF INVESTMENT IN ACTIVITIES IN IRAN MUST BE COMPLETED, DATED AND SIGNED

C.52:32-57 P.L. 2012, c.25

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (REQUIRED PRIOR TO AWARD)

Bid Number: BID2022-70 Bidder: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran. In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Chapter 25 list is found at: <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

ALERT: NOTICE OF AMENDMENT TO N.J.A.C. 17:27

Change In Procedure for Administering Equal Employment Opportunity Compliance in Public Contracts.

The Department of Treasury, Division of Equal Employment Opportunity Compliance in Public Contracts amended N.J.A.C. 17:27, Governing the Affirmative Action Employment Practices for public agencies, contractors, subcontractors and business firms to comply with the Equal Employment Opportunity Standards mandated by N.J.S.A 10:5-36 et seq.(P.L 1975, C. 127).

- The amendment clarifies the requirements for demonstrating *Good Faith Efforts* to hire minorities and women in the construction trades and the contracting agency's obligation to comply with EEO Requirements.
- The amendment imposes a **\$150.00 fee** for the issuance and renewal of a Certificate of Employee Information Report.

MIS

SION:

To ensure that any firm contracting with the City of Trenton provides Equal Opportunity in Employment Public Agencies and Bidders shall comply with EEO requirements in order to ensure equal employment opportunities in public contracting for minorities and women. Refer to the following information detailing Bidder and City obligations.

BIDDER OBLIGATIONS

Contractors or subcontractors shall agree to make Good Faith Efforts to afford equal employment opportunities to minority and women workers consistent with Good Faith Efforts to meet targeted City 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.

- Bidders shall complete form AA302, submit to the Division of Public Contracts Equal Employment Opportunity Compliance with a **\$150.00 fee** and forward a copy of form AA302 to the City of Trenton.
- **After notification of award but prior to execution of goods, services and professional services contracts (including bid exempt contracts), evidence must be submitted to the City.**

The Certificate of Employee Information Report serves as evidence of compliance with regulations. The AA302 is not an acceptable form of evidence.

CONSTRUCTION CONTRACTS

The City supplies the construction contractor with form AA201, the Initial Project Workforce Report for submittal to the City of Trenton and Division of Public Contracts Equal Employment Opportunity Compliance.

CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

EMERGENCY SERVICES

In the event of an emergency, Bidder will provide priority service for the City of Trenton.

BIDDER EMERGENCY COMPLIANCE

YES

NO

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

IF AWARDED A CONTRACT, PLEASE PROVIDE CONTACT, ADDRESSES FOR PURCHASE ORDERS AND CHECK REMIT TO INFORMATION, COPY OF YOUR W9 AND UPON AWARD, FORWARD TO THE CITY OF TRENTON, ACCOUNTS AND CONTROL DEPARTMENT, 319 EAST STATE STREET, TRENTON, NJ 08608 (609) 989-3043.

CONTRACT

COMPANY

PURCHASE ORDER MAILED TO:

CHECK REMIT TO:

TELEPHONE

FAX

