

BID CONTRACT DOCUMENTS

FOR

**HAULING AND DISPOSAL OF SOLID WASTE FROM THE  
STOW CREEK TOWNSHIP CONVENIENCE CENTER TO THE  
CUMBERLAND COUNTY LANDFILL**

STOW CREEK TOWNSHIP  
CUMBERLAND COUNTY– NEW JERSEY

AUGUST 2017

STOW CREEK TOWNSHIP  
CUMBERLAND COUNTY  
NEW JERSEY  
NOTICE TO BIDDERS

Sealed Bids for the Hauling and Disposal of Solid Waste Roll-off Containers from the Stow Creek Convenience Center located at 1055 Roadstown Road, Stow Creek, New Jersey to the Cumberland County Landfill Facility located at 169 Jesse Bridge Road, Deerfield Township, New Jersey, will be received by the Stow Creek Township Committee. Such bids should be addressed to Stow Creek Township, 474 Macanippuck Road, Bridgeton, New Jersey 08302 and received prior to Tuesday, September 12, 2017 at 7:30 PM, Prevailing Time, when bids will be opened and read aloud at said Regular Monthly Township Meeting. No bid will be considered if received after 7:30 pm on September 12, 2017.

The Information for Bidders, Form of Bid, Form of Contract and Specifications have been filed in the Clerk's Office at 474 Macanippuck Road, Bridgeton, New Jersey 08302 and copies may be obtained upon request from the Stow Creek Township Clerk's Office, 474 Macanippuck Road, Bridgeton, New Jersey 08302, or 856-453-8822 or [assistantclerk@stowcreektwp.com](mailto:assistantclerk@stowcreektwp.com) or on the Township's website [www.stowcreektwp.com](http://www.stowcreektwp.com).

The Township Committee of the Stow Creek Township reserves the right to waive any informalities in or to reject any or all bids.

The bids must be submitted in accordance with SOLID WASTE UTILITY REGULATIONS found in N.J.A.C. 7:26H, Statutory authority: N.J.S.A. 13:1B-3, 13:1D-9, 13:1E-1 et seq., 48:3-1 et seq., 48:13A-1 et seq. and 48:13A-7.1 et seq., and the Specifications, prior to the time designated above for receipt and opening bids, and may be submitted either by mail or in person by the bidder or his agent. No bids will be received after the time designated above for their receipt, 7:30 pm prevailing time September 12, 2017

Each bidder must deposit with his bid a certified check, cashier's check, or bid bond in the amount of not less than ten (10) percent of the total lump sum bid but not in excess of \$20,000.00, or a certified statement from a bonding company guaranteeing the furnishing of a Performance Bond. Bids must be enclosed in sealed envelopes bearing the name and address of the bidder and marked "Sealed Bids for the Hauling and Disposal of Solid Waste" and addressed to Stow Creek Township, 474 Macanippuck Road, Bridgeton, New Jersey 08302.

The award of the contract shall not be binding upon the Stow Creek Township until the contract is actually executed by the successful bidder and the Township Committee.

Bidders are required to comply with the requirements of N.J.S.A. 105-31 (P.L. 1974, C. 127, Law Against Discrimination Affirmative Action Supplement). Bidders are required to submit a statement of Township with the bid, in compliance with N.J.S.A. 52:25-24.2 (P.L. 1977, C. 33).

The Stow Creek Township reserves the right to award a contract within the funds available. No Bidder may withdraw his bid within 60 days after the actual date of opening thereof.

By order of the Township Committee.

Ronald Campbell, Sr., Township Clerk

## INFORMATION FOR BIDDERS

### 1. RECEIPT AND OPENINGS OF BIDS

The Township Committee of the Stow Creek Township, NJ, (herein called "Owner"), invites bids of the form attached hereto. Bids will be received by the Owner at Stow Creek Township, at the Shiloh Municipal Building, 900 Main Street, Shiloh, New Jersey, 08353 on Tuesday, September 12, 2017 at 7:30:00 PM, Prevailing Time, and then at the Shiloh Municipal Building, 900 Main Street, Shiloh, New Jersey 08353 they will be publicly and read aloud. The envelopes containing the bids must be sealed, addressed to the Township Committee at 474 Macanippuck Road, Bridgeton, New Jersey 08302, and designated as "Sealed Bids for the Hauling and Disposal of Solid Waste from the Stow Creek Convenience Center

The Owner may consider informal any bid not prepared or submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all bids. Any bid received after the time and date specified shall not be considered. The award of a contract shall not be binding upon the Stow Creek Township until the contract, in accordance with the Specifications, is actually executed by the successful bidder and the Stow Creek Township. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### 2. PREPARATION OF PROPOSAL

Proposals must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink, with the unit price of the item and or the lump sum bid for which the proposal is made.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of project for which his bid is submitted.

### 3. QUALIFICATION OF BIDDER

The Owner will make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for his purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or if an investigation that the bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

### 4. BID SECURITY

**Each bid shall be accompanied by a Bid Bond, Certified Check, Treasurer's Check or Cashier's Check in the amount of ten percent (10%) of the total bid (but not in excess of \$20,000.00). N.J.S.A. 40A:11-21.**

Such checks or bonds will be returned to all except the three lowest bidders within 10 days after opening of the bids. Within three days after the awarding and signing 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.

5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract required within eight (8) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

6. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the tasks, methods and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all labor, materials, and equipment necessary to carry out the provisions set forth in his bid. Insofar as possible, the contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruption of the work.

7. SECURITY FOR FAITHFUL PERFORMANCE \*NOT REQUIRED

Each bidder may include with their bid a certificate from a Surety Company authorized to transact business in the State of New Jersey, stating that it shall provide the Contractor with a Performance Bond in the sum required by these instructions if awarded the contract. N.J.S.A. 40A:11-22.

The Certificate of Surety documents if submitted shall include the following information, in order to be considered complete by the Township.

**A Certificate of Surety** - from an insurance company authorized to issue Surety and Performance Bonds in the State of New Jersey. The Certificate of Surety shall state that upon award of a contract by the Township, that a Performance Bond shall be issued and supplied to the Township in an amount equal to one-hundred (100%) percent of the total contract. The Bond shall be for the faithful performance of the contract and in place for the total duration of the contract.

**A Certificate of Power of Attorney** - issued and supplied by an insurance company. This certificate shall state that the Attorney-In-Fact who is the signatory on the Certificate of Surety is duly authorized by the insurance company and its Board of Directors to sign on their behalf.

**A Financial Statement** - issued and supplied by the State of New Jersey's Department of Insurance. This statement shall include financial information on the insurance company that is issuing the Certificate of Surety and the Performance Bond to the Township. The information provided shall include a listing of the corporate officers, assets, liabilities and available surplus funds.

**A Certificate of Authority** - issued and supplied by the State of New Jersey's Department of Insurance. This form certifies that the insurance company being utilized for the surety has complied with the laws of the State of New Jersey and is approved to transact business in the State.

8. **POWER OF ATTORNEY**

Attorneys in fact who sign contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

9. **STATE LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable State (SOLID WASTE UTILITY REGULATIONS found in N.J.A.C. 7:26H) and Municipal Laws, and rules and regulations of all authorities having jurisdiction over such work in the locality of the project, shall apply to the contract throughout, and they are deemed to be included herein the same as though herein written out in full.

10. **LOWEST QUALIFIED BIDDER**

Bids will be compared on the basis of Total Lump Sum Bid. In the event there is a discrepancy between the unit prices and the extended totals, the unit prices govern.

11. **FAILURE TO COMPLETE ON TIME**

The Contractor and the Stow Creek Township recognize that delay in completion of the Contract will result in damage to the Township in terms of the effect of the delay upon the public convenience and economic development of the Township, and may also result in additional cost to the Township. If the Contractor fails to complete the disposal and turnaround of any container within the time stated in the Supplementary Specifications, or within such further time as may have been granted in accordance with the provisions of the Contract, the Contractor shall pay the Township any additional costs it may incur to have an adequate supply of containers for use by its residents.

12. **OBLIGATION OF BIDDER**

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the specifications and Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

13. **PREVAILING WAGE RATES** (Pursuant to Chapter 150 of the New Jersey Laws of 1963)

The latest prevailing wage rates published by the New Jersey State Department of Labor and Industry which are on file at the office of the Municipal Clerk shall be made a part of every contract for the performances of the described work. Contractors

performing the described work shall post the prevailing wage rates for each craft and classification involved as herein determined is conclusive for a period of two (2) years from date of issuance unless superceded within said two (2) year period by a later determination. Fringe benefits are part of the prevailing wage rate; employers not paying these benefits to a party designated in a collective bargaining agreement shall pay the benefits directly to the employee on each pay day.

Each bidder shall read carefully and fully the said published wage rates and shall predicate his bid on the said rates as minimum requirements. Submission of a bid shall imply that the bidder has carefully inspected all said wage rates that the bidder is Thoroughly familiar with all provisions of the "Prevailing Wage Act," and that should be awarded a contract he will fully and faithfully comply with all provisions of the "Prevailing Wage Act." Copies of the latest published prevailing wage rates may be obtained upon application to Wage and Hour Bureau, NJ State Department of Labor and Industry, CN 389, Trenton, NJ 08625-0389. The General Contractor shall be designated as the Owner's representative with regard to all safety inspections required by the Department of Labor and Industry and shall perform all necessary functions for this purpose. Copy of the Prevailing Wage Rates for this project are on file in the Stow Creek Township Clerk's Office and is available upon request.

In the event it is found that any workman employed by the Contractor covered by said contract is paid less than required wage rates, the Owner may terminate the contractor'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 to the Owner for any excess costs occasioned thereby.

#### 14. TIME OF COMPLETION

The Contractor shall complete all work in a timely manner to ensure that there are adequate empty roll-off containers for Township residents to use during those days and times so designated by the Township Committee for residents to bring their solid waste to the Township's Convenience Center.

15. NONDISCRIMINATION REQUIREMENTS

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

a. The Contractor, 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 Office setting forth provisions of this nondiscrimination clause;

The Contractor, 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 their age, race, creed, color, national origin, ancestry marital status, or sex;

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

The Contractor, 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.

a. The contractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

16. ADDENDA/CHANGES IN PLANS OR SPECIFICATIONS

a. During the time frame that this project is being advertised for bids, all changes and/or modifications in the plans, specifications or contract conditions shall be communicated to all prospective bidders, in the form of a written addenda, by telefax or certified mail, so as to insure that the bidder shall have all of the available information prior to the receipt of the

bids by the Township, and legally advertised as required by Local Public Contracts Law, N.J. 40A:11-23.

- b. All addenda duly issued as set forth above shall become part of the final contract documents. Failure of any bidder to receive such addenda shall not relieve them from any obligation under their bid as submitted and received.
- c. Receipt of amendments/addendum by the bidders shall be acknowledged prior to the bid opening. Addendum received prior to bid submittal should be acknowledged in the appropriate space on the bid document. Addendum received after bid submittal shall be acknowledged by written letter, telefax and/or telegram.
- d. It is mandatory that vendors submit with their bid the Acknowledgement of Receipt of Addenda

17. AWARD OF CONTRACT

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton NJ 08625 (609-292-5400).



## GENERAL CONDITIONS

### 1. OWNER

In the performance of the work, the Owner shall be the Mayor or any member of the Stow Creek Township Committee or by any other person designated by the Owner to perform the duties.

### 2. SPECIFICATIONS

The Township of Stow Creek operates a Convenience Center at 1055 Roadstown Road within the Township of Stow Creek for its residents to take their solid waste (currently open Saturdays & Sundays 8 am to 4 pm and Wednesdays 4 pm to 6 pm). The Township is seeking a solid waste hauler to transport approximately two (2) compactor roll-offs containers and three (3) forty (40) yard open top roll-off containers, as may be necessary weekly to the Cumberland County Landfill, 169 Jesse Bridge Road, Deerfield Township and return them to the Township's Convenience Center, to ensure an adequate supply of empty containers for use during those hours the Township's Convenience Center is open to the public and residents can deposit their solid waste.

Currently two roll-off containers (owned by the Township) are used in the compactors and an additional two or three 40 yd. roll-off containers (supplied by the contractor) are used for bulky waste and are un-compacted. All Roll-off containers (the Township's or Contractors) shall be required to be sited and or placed as directed by the Owner. The Contractor will supply (lease) the two (2) or three (3), forty (40) yard open top roll-off containers to the Owner as may be requested. The Contractor shall lease the two (2) compactor containers from the Township for one dollar for the duration of the term of the contract.

Work under this contract shall be performed in accordance with the laws of the State of New Jersey which are in effect or may be enacted, which control and direct the flow and disposal of Solid Waste

### 3. EXTENSION OF TIME

If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to acts of God or the public enemy, acts of neglect of the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, riots or civil commotion, the period herein above specified for completion of his work shall be extended by such time as shall be fixed by the Owner.

### 4. BASIS OF PAYMENT

The Owner will make payment on invoices submitted to it by the Contractor on the basis of duly certified and approved work performed during the period ending on the last day of the month previous to said regular meeting. The Owner will make payment on all properly submitted invoices within 30 days of receipt. The Owner shall not be obligated to make a payment on any defective invoice until the Contractor cures the defect. The Invoices shall specify the number and type of vehicle used, the number of

cubic yards and the tonnage of the material disposed of during the billing month; and monthly receipts issued by the disposal facility showing:

- a. The amount of the invoice
- b. The origin of the waste
- c. The truck license plate number
- d. The total quantity and weight of the waste; and
- e. The authorized tipping rate plus all taxes and surcharges

5. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall ensure that all employees have a valid driver's license for the type of vehicle used. The Contractor's employee must be competent in their work and if any employee appears not to be competent or disorderly the Owner shall notify the Contractor and specify how the employee appears not to be competent or disorderly and the Contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary.

6. CONTRACTOR'S INSURANCE

The Contractor shall provide the Stow Creek Township with certificates of insurance before the contracts are signed by the Township. All contractors shall carry the following:

- a. Worker's Compensation and Employer's Liability Insurance – covering all of the Employer's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State or States involved and shall have an Employer's Liability Insurance limit of not less than \$500,000.
- b. Comprehensive General Liability Insurance Including Contractor's Protective, Completed Operations and Contractual Liability Insurance – with minimum limits of not less than \$500,000 any one person and \$1,000,000 any one occurrence and \$1,000,000 aggregate for property damage. The property Damage Liability Endorsement as well as coverage for explosion, collapse, and underground (XCU) hazards. All liability coverage shall be on the occurrence basis.
- c. Contractual Liability Insurance – must be included in the Comprehensive General Liability Insurance described in subparagraph b. above specifically insuring the Indemnification Clause specified hereinafter.
- d. Policy Limits – specified above are minimum, and wherever the law requires higher limits shall govern.
- e. Certificates of Insurance - for items listed above must be filed with the Engineer and Owner before the Contract is signed. The Comprehensive General Liability certificate must specifically state that Standard Contractual Liability Insurance is in force insuring the Indemnification Clause and Indemnification Clause must be typed on the certificate. All certificates must provide for 15 days prior written notice to the Owner of policy cancellation or material change.

- f. Copies of the Insurance Policies must be filed with the Owner before any work is started by the Contractor.
- g. Policies shall remain in Force until all work has been completed and until all retained percentages and maintenance bonds have been released.
- h. Subcontractors shall be required by the Contractor to provide the same type of insurance with the same limits. The Contractor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the contractor hereunder. Certificates and policies of insurance covering each subcontractor shall also be filed with the Owner before any work is begun by the subcontractor.
- I. Indemnification Clause: "Except as otherwise provided by applicable law, the Contractor shall indemnify and save and hold harmless the Stow Creek Township, its officers, employees and agents, each of them and all owners of property on which work is being performed hereunder pursuant to easement or right-of-way agreements, harmless from and against any damage, liability, loss, cost of claim arising out of, resulting from or related to, the performance of the work provided for in this agreement, and from all claims arising out of all actions, in action, negligence or any other activity perpetrated by or on the behalf of all: their employees, agents or designates."

These certificates shall be furnished at the time the Contractor delivers the contracts to the Township for execution by the Township Committee. All subcontractors shall furnish their Certificates of Insurance prior to beginning work on any portion of the Project.

- j. Additional Insured: All insurance shall name the Stow Creek Township, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as additional insured's.

## 7. MAINTAINING AND PROTECTING TRAFFIC

The Contractor will be required to conduct the work of this Contract in such a manner as to cause the least possible interference with the traveling public on the streets affected and on adjacent streets.

## 8. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

### Legal Jurisdiction

The Contract shall be construed and shall be governed in accordance with the Constitution and laws of the State of New Jersey.

### Discrimination in Employment on Public Works

Pursuant to NJSA 10:2-1, the Contractor agrees that:

(a) In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies, or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates:

(b) No Contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engage in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Contract, on account of race, creed, color, national origin, ancestry marital status, or sex:

(c) There may be deducted from the amount payable to the Contractor by the Township, under this Contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of provisions of the contract; and

(d) This contract may be canceled or terminated by the Township, and all money due hereunder may be forfeited, for any violation of this Subsection of the Contract occurring after notice of the Contractor from the Township of any prior violation of this Subsection of the Contract.

It is the public policy of the State of New Jersey and of the United States that no individual, group, firm or corporation working on or seeking to work on a public works project should be discriminated against on the basis of age, race, creed, color, national origin, ancestry marital status, or sex. To this end, affirmative action and minority business enterprise regulations and requirements applicable to this Contract are contained the Supplementary Specifications for this Project. Any conflicts between these regulations and requirements and the other provisions of the Contract Documents shall be resolved by the Engineer to further the above stated public policy.

#### Sanitary, Health, and Safety Provisions

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees and as may be necessary to comply with the requirements of the State and local health departments, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State, and local laws, rules and regulations concerning safety and health standards. The contractor shall not require any worker to work in surroundings or under conditions, which are unsanitary, hazardous or dangerous to his health or safety.

#### 9. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall designate in writing before starting work, a competent, English-speaking superintendent capable of reading and thoroughly understanding the Contract Documents and thoroughly experienced in the type of work being performed.

Said superintendent shall have the authority to represent and act for the Contractor. An alternate to the Superintendent, with authority equal to his, may also be designated.

10. CHANGES IN WORK

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner.

11. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor shall suffer loss or damage on work, the Contractor agrees to settle with such other contractor by agreement or arbitration if such other contractor will so settle. If such other contractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

12. SUBCONTRACTING (Section 108.01)

- (a) The Contractor **may not** utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by the Contractor.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractors, which statement will contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall perform with his own organization contract work amounting to not less than 100 percent of the total contract price, except if approved by the Owner.

14. COMMENCEMENT OF WORK

Upon execution of the Contract by the Township, a fully executed copy thereof together with a Notice to Proceed will be forwarded to the Contractor. Receipt of the executed contract and Notice shall constitute the Contractor's authority to enter upon the site of the work, provided the Contractor has, prior thereto, submitted to the Municipal Clerk, and he has accepted, the insurance certificates required under Subsection 6.

15. CORRECTION OF WORK

The Contractor will make every effort to promptly correct any errors made in the performance of this contract, in cooperation with the Owner.

16. WAGE REPORTING REQUIREMENTS

The Contractor shall provide weekly payroll reports to the Township on the forms approved by the State of New Jersey. These reports shall be duly certified and submitted within ten days following the payroll period for which they apply. A copy of the reporting form may be provided to the Contractor at the time a contract is signed by the Township.

## **BID PACKAGE**

## Bid Document Submission Checklist

Stow Creek Township

Sealed Bids for the Hauling and Disposal of Solid Waste from the Stow Creek  
Convenience Center  
Stow Creek Township, Salem County

**A. Failure to submit the following documents are mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2).**

Document	Bidders Initials
1. Form of Bid	_____
2. Guarantee/Bid Bond	_____
3. Certificate from Surety Company	_____
4. Statement of Corporate Ownership	_____
5. Contractor Registration Form	_____

**B. Failure to submit the following documents if required may be cause for the bid to be rejected (N.J.S.A. 40A:11-23.1b).**

Document	Bidders Initials
1. Non-Collusion Affidavit	_____
2. Consent of Surety	_____
3. A Certificate of Authority from Surety	_____
4. Statement of Responsibility	_____
5. Affirmative Action Requirements	_____
6. N.J. Business Registration Cert.	_____
7. One (1) copy of Bid Package	_____
8. Bid Document Submission Checklist	_____
9. Acknowledgement of Receipt of Addenda	_____

**C. Signature: The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_



**FORM OF BID**

FOR THE HAULING AND DISPOSAL OF SOLID WASTE FROM THE STOW CREEK CONVENIENCE CENTER,  
STOW CREEK TOWNSHIP, CUMBERLAND COUNTY, NEW JERSEY.

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating hereto, the undersigned offers to furnish all labor, plant, materials, supplies, equipment and other facilities and things necessary and proper for or incidental to the "Sealed Bids for the Hauling and Disposal of Solid Waste from the Stow Creek Convenience Center to the Cumberland County Landfill, 169 Jesse Bridge Road, Deerfield Township, New Jersey", as required by and in strict accordance with the applicable provisions of the Specifications and all addenda issued by the owner and mailed to the undersigned by certified mail with return receipt requested prior to the date of opening of bids, whether received by the undersigned or not.

Cost proposals shall be submitted as described in these specifications shall be submitted for the periods:

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
Hauling and Disposal of Solid Waste from the Stow Creek Convenience Center 1055 Roadstown Road to The Cumberland County Solid waste Facility, 169 Jesse Bridge Road, Deerfield Township, NJ	<b>cost per container per one round trip</b>

October 1, 2017 – September 30, 2018

\_\_\_\_\_

October 1, 2018 – September 30, 2019

\_\_\_\_\_

**per week or period specified**

Fee for use of each 40 Yard Roll-off Container from the Contractor:

\_\_\_\_\_

The Township has requested year to year pricing and it reserves the right to choose any amount of years for the term of the contract it deems to be in its best interest.

If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of bids, or any time thereafter before the bid is withdrawn, the undersigned will within eight (8) days after the date of such mailing, telegraphing, or delivering of such notice, execute, and deliver a contract in the form of Contract attached to the information for Bidders.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered.

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

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

DATED \_\_\_\_\_

BY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\* Insert Bidder's name. If a corporation, give State of incorporation using the phrase "a corporation organized under the laws of \_\_\_\_\_"  
\_\_\_\_\_

If a partnership, give name of partners, using also the phrase "Co-partners trading and doing business under the firm name and style \_\_\_\_\_"  
\_\_\_\_\_

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the name and style of \_\_\_\_\_"  
\_\_\_\_\_

NOTE: **ALL** THE FOLLOWING FORMS AND DOCUMENTS MAY BE REPRODUCED IN A SUBSTANTIALLY SIMILAR FORM AS THESE GIVEN

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY  
COUNTY

ss.

I \_\_\_\_\_ of \_\_\_\_\_  
the Township of \_\_\_\_\_

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

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

I am \_\_\_\_\_  
of the firm of \_\_\_\_\_  
the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that the said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

---

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

Subscribed and sworn to  
Before me this \_\_\_\_\_ day  
Of \_\_\_\_\_ 2017

Contact Name: \_\_\_\_\_ email: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

**(above information to be typed)**

STATEMENT OF OWNERSHIP

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

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

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

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

EQUIPMENT CERTIFICATION  
INSTRUCTION FOR COMPLETING THE EQUIPMENT CERTIFICATION

If the Bidder owns, leases, or controls all the necessary equipment required, he shall complete Part 1. Should the Bidder not own, lease, or control the necessary equipment, he shall provide documentation of how Bidder will complete the project. This certification must be attached to and submitted with the Proposal.

Part 1

“This is to certify that I, the Bidder signing the attached Proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the Contract Drawings and in the Contract Specifications.”

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner or Controller  
of Equipment

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Owner or Controller  
of Equipment

List of Equipment

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

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

(Attach Additional Sheets as Required)

STATEMENT OF RESPONSIBILITY

Previous work of similar nature completed within the past five years. (List three)  
(Projects performed for government agencies other than in Stow Creek Township)

1. Town or Utility \_\_\_\_\_ Phone No. \_\_\_\_\_

Township or Utility Business Address \_\_\_\_\_

Type of Work \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of \_\_\_\_\_ Approx. Date of \_\_\_\_\_

Contract Award \_\_\_\_\_ Completion \_\_\_\_\_

Name, Address, & Phone No. of Town's or Utility's Engineer or Superintendent

\_\_\_\_\_

2. Town or Utility \_\_\_\_\_ Phone No. \_\_\_\_\_

Town or Utility Business Address \_\_\_\_\_

Type of Work \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of \_\_\_\_\_ Approx. Date of \_\_\_\_\_

Contract Award \_\_\_\_\_ Completion \_\_\_\_\_

Name, Address, & Phone No. of Town's or Utility's Engineer or Superintendent

\_\_\_\_\_

3. Town or Utility \_\_\_\_\_ Phone No. \_\_\_\_\_

Town or Utility Business Address \_\_\_\_\_

Type of Work \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of \_\_\_\_\_ Approx. Date of \_\_\_\_\_

Contract Award \_\_\_\_\_ Completion \_\_\_\_\_

Name, Address, & Phone No. of Town's or Utility's Engineer or Superintendent

\_\_\_\_\_

List approximate volume of work of similar nature completed within the past five years.

\$ \_\_\_\_\_

List of Equipment required for this job which you now own \_\_\_\_\_

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

General Business References (List two or three)

<u>Name</u>	<u>Occupation</u>	<u>Business Address</u>	<u>Phone No.</u>
-------------	-------------------	-------------------------	------------------

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Bank Reference

<u>Name</u>	<u>Occupation</u>	<u>Business Address</u>	<u>Phone No.</u>
-------------	-------------------	-------------------------	------------------

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

Number of Permanently Employed Persons in your Organization \_\_\_\_\_

\_\_\_\_\_

It is understood and agreed that the execution of this statement of responsibility is made solely at the risk, cost, and expense of the maker; is given in consideration of the agreement of the Stow Creek Township to make available to the maker the plans and contract documents for bidding purposes, and no rights, causes or claims at law or inequity shall arise on behalf of the maker against the Stow Creek Township for any use made thereof by the Stow Creek Township including the refusal to the maker of the right to bid on said work.

\_\_\_\_\_  
Date

By \_\_\_\_\_

Title \_\_\_\_\_

# CONTRACT PACKAGE



CONTRACT

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ in the year of  
our Lord \_\_\_\_\_, between the  
Stow Creek Township, Cumberland County, New Jersey, party of the first part, and \_\_\_\_\_  
\_\_\_\_\_, and party of the second part.

WITNESSETH, That the said party of the second part, for and in consideration of the payments hereinafter specified and agreed to be made by the Party of the first part, hereby covenants and agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed in and about the

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	Hauling and Disposal of Solid Waste from the Stow Creek Convenience Center to the Cumberland County Landfill, 169 Jesse Bridge Road, Deerfield Township, New Jersey	per container / trip _____ per week or period specified
2.	Fee for use of each 40 Yard Roll-off Container from the Contractor:	_____

In strict conformity with the plans and specifications hereto annexed, and which said plans and specifications are hereby made part of this agreement as fully and with the same effect as if the same had been set forth at length in the body of this agreement.

The party of the second part agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every one of them, against all damages to which the said party of the first part or any of its officers, agents or servants may be put, by reason of the injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of the said party of the second part, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the seconds part, or his agent or agents.

This contract is to be binding upon the party of the first part, its successors or assigns, and upon the party of the second part.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Presiding Officer, attested by its Secretary, and its corporate seal to be hereto affixed, pursuant to a resolution of said party of the first part passed for the purpose, and the said part of the second part has set hand and seal the day and the year first above written.

\_\_\_\_\_  
Randy Dickinson, Mayor

(SEAL)

Attest: \_\_\_\_\_  
Ronald Campbell, Sr.  
Township Clerk

Signed, sealed, and delivered in the

Presence of \_\_\_\_\_

\_\_\_\_\_  
Contractor

PERFORMANCE AND  
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ of \_\_\_\_\_,  
a corporation of the State of \_\_\_\_\_ as Obligee, in the  
penal sum of \_\_\_\_\_ dollars

(\$\_\_\_\_\_) for the payment of which, well and truly to be made administrators,  
successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above  
named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 2017,

enter into contract with Obligee for \_\_\_\_\_  
which contract is made part of this bond the same as though set forth herein:

NOW, if the said principal shall well and faithfully do and perform the things  
agreed by the said principal to be done and performed according to the terms of said  
contract, and shall pay all lawful claims of subcontractors, materialmen, laborers,  
persons, firms or corporations of the labor performed or materials, provisions, provender  
or other supplies or teams, fuel, oils, implements or machinery furnished, used or  
consumed in the carrying forward, performing or completing of said contract, we  
agreement and assenting that this undertaking shall be for the benefit of any  
subcontractor, materialman, laborer, person, firm or corporation having a just claim, as  
well as for the Obligee herein; then this obligation shall be void; otherwise the same shall  
remain in full force and effect; it being expressly understood and agreed that the liability  
of the Surety for any and all claims hereunder shall in no event exceed the penal amount  
of this obligation as herein stated.

The Surety hereby stipulates and agrees that no modifications, omissions or  
additions in or to the terms of the said Contract or in or to the specifications therefore  
shall in any wise affect the obligation of said Surety on its bond.

The bond is given in compliance with the requirements of the statutes of the State  
of New Jersey in respect to bonds of contractors on public works, Revised Statutes of the  
State of New Jersey, N.J.S.A. 2A:44-143 to 2A:44-147, both inclusive, and liability  
hereunder is limited as in said statutes provided.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PRINCIPAL

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SURETY (Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE (Seal)

## Supplementary Specifications

## Notice

TO ALL PUBLIC WORKS EMPLOYERS:

Please be advised that effective February 18, 1992 Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq requires that certified payroll records must be submitted to the public body for each employee on the project. The General Contractor is responsible for ensuring that each sub-contractor submits the certified payroll within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, NJ 08625-0389, telephone (609) 292-2259.

## **Contractor Registration Advertisement**

### **Public Works Projects**

A new law, known as “The Public Works Contractor Registration Act” (P.L. 1999, c.238), will become effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, c. 150 (C.34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act’s requirements. The registration fee has been set at \$300 per year. Upon the effective maintenance shall be regarded as active date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

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

Registration forms, copies of the Act, and other relevant information will be available January 2000. To be placed on our mailing list please contact:

Contractor Registration Unit  
New Jersey Department of Labor  
Division of Wage & Hour Compliance  
PO Box 389  
Trenton, NJ 08625-0389

Telephone: (609) 292-9464  
Fax: (609) 633-8591  
Email: [contreg@dol.state.nj.us](mailto:contreg@dol.state.nj.us)

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

The contractor and the Township of Stow Creek (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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



(REVISED 9/07)

## EXHIBIT B

### 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

### CONSTRUCTION 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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 business 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 rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, 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 and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor 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 goals:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) 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 and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction

trade, 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 hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, 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 that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, 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 (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

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

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

No Addendum Received

Dated

\_\_\_\_\_

\_\_\_\_\_

Acknowledged for:

\_\_\_\_\_

(Print or Type Name of Bidder)

By:

\_\_\_\_\_

(Print or Type Name of Authorized Individual)

Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_