

Instructions and Bid/Contract Forms

FOR

EASTAMPTON TOWNSHIP

BURLINGTON COUNTY

NEW JERSEY

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

Information:

Municipal Clerk
12 Manor House Court
Eastampton, New Jersey 08060

Telephone: 609-267-5723 x209

EASTAMPTON TOWNSHIP

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NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids for: **VEHICLE MAINTENANCE FOR EASTAMPTON TOWNSHIP POLICE AND PUBLIC WORKS** will be received by the Eastampton Township Municipal Clerk on **May 28, 2015, at 11:00 a.m.**, prevailing time, at the Eastampton Municipal Building, 12 Manor House Court, Eastampton, at which time said bids will be opened and read in public.

Specifications and bid forms are on file in the office of the Municipal Clerk and may be obtained by prospective bidders at said office during regular business hours 8:30 a.m. to 4:30 p.m. Monday through Friday.

All bids must be accompanied by a certified check, cashier's check, or bid bond in the amount of 10% of the bid, but not in excess of \$20,000. Bids must be in a sealed envelope addressed to the **"EASTAMPTON MUNICIPAL CLERK"** and clearly marked on the outside: **VEHICLE MAINTENANCE FOR EASTAMPTON TOWNSHIP POLICE AND PUBLIC WORKS.**

All bidders must meet equal employment opportunity requirements of PL 1975, C 127 (N.J.A.C. 17:27), as described in the specifications. The Township of Eastampton reserves the right to reject any and all bids and to waive informalities as the interest of the Township may require.

By order of the Township Council of the Township of Eastampton, Burlington, New Jersey.

ANTHONY ZENO, Mayor
KIM-MARIE WHITE, Municipal Clerk

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**EASTAMPTON TOWNSHIP
INSTRUCTIONS TO BIDDERS**

I. SUBMISSION OF BIDS

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

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- G. Each bid proposal form must give the full business address, telephone and telefax numbers of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or the person authorized to bind the corporation in the matter with the corporate seal affixed. When requested, satisfactory evidence of the authority of the officer signing shall be furnished. The name of each person signing shall be typed or printed below the signature. Corporate bidders not recognized in the State of New Jersey must submit with their proposal, or shall submit prior to award, a certificate from the Office of the Secretary of State of the State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. All other bidders not residents of New Jersey, shall designate a proper agent in the State of New Jersey on whom service can be made in the event of litigation, which designation shall be shown by a written statement accompanying the proposal duly executed by the bidder or submitted on request prior to award.
- H. Bidders should be aware of the following statutes that represent “Truth on Contracting” laws: N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation; N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty; N.J.S.A. 2C:27-11 provides that bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant and Bidders should consult the statutes or legal counsel for further information.

ALL EXCEPTIONS MUST BE NOTED OR THEY WILL BE CAUSE FOR REJECTION OF BID

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II. BID SECURITY AND BONDING REQUIREMENTS

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

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier’s check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the TOWNSHIP. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

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

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) from a Surety Company stating that it will provide said bidder with a Performance Bond equal to 100% of the bid. This certificate shall be Obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to 100% of the contract, pursuant to N.J.S.A. 40A:11-22.

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

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

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

D. LABOR AND MATERIAL (PAYMENT) BOND

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

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

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E. MAINTENANCE BOND

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

- 1 year
- 2 years

F. CORPORATE OWNERSHIP STATEMENT

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

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

G. BIDDER’S RECEIPT OF ADDENDA

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

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

H. LIST OF SUBCONTRACTORS

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

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

I. CONTRACTOR BUSINESS REGISTRATION

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

J. DISCLOSURE OF INVESTMENTS IN IRAN

The bidder shall submit a copy of Disclosure of Investments in Iran as required pursuant to Public Law 2012, c. 25.

Failure to complete the certification will render a bidder’s proposal non-responsive.

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III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the TOWNSHIP. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all the requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Municipal Clerk. In the event the bidder fails to notify the TOWNSHIP of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the TOWNSHIP'S representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with 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 TOWNSHIP'S interpretations or corrections thereof shall be final.
- D. Discrepancies in Bids
 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the TOWNSHIP of the extended totals shall govern.
- E. The TOWNSHIP reserves the right to waive any technical irregularity in any or all bids.
- F. All bidders must contact the Municipal Clerk's office twenty-four (24) hours prior to the specified day of the bid opening in order to ensure receipt of all addenda.

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IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- 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 evaluated. Comparative items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The TOWNSHIP reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements, and to reject any bid that includes items which the TOWNSHIP deems, in its judgment, to be inferior to the item (s) specified.
- C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the TOWNSHIP harmless from any damages resulting from the purchase or use of such merchandise.
- D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:1 1-18.
- E. Wherever practical and economical to the TOWNSHIP, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.
- G. Use of rebuilt or remanufactured parts is not acceptable.

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V. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

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

During the life of this contract the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of New Jersey, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General Liability Insurance

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

3. Automobile Liability Insurance

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

B. Additional Insured

The following shall be Additional Insured's: The Township of Eastampton including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess

C. Certificates of the Required Insurance

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

D. Notice of Cancellation

Commercial General Liability Insurance, Automobile Liability Insurance and Workers Compensation Insurance, as described above shall include an endorsement stating the following: "Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Township of Eastampton, 12 Manor House Court, Eastampton, NJ 08060".

E. Indemnification

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

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VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

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VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. Mandatory Affirmative Action Certification.

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

1. Goods and Service (Including Professional Services) Contracts

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

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

2. Maintenance/Construction Contracts

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

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. Americans with Disabilities Act of 1990

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

C. Stockholder Disclosure

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. Proof of Business Registration

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

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

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

F. Prevailing Wage Act

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

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G. The Public Works Contractor Registration Act

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

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

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

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

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

H. Non-Collusion Affidavit

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

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I. Pay to Play

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

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IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

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

X. TERMINATION OF CONTRACT

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

EASTAMPTON TOWNSHIP

F. Acquisition, Merger, Sale and/or Transfer of Business, Etc.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the TOWNSHIP.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

EASTAMPTON TOWNSHIP

X. PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures.
- C. Vendors are required to submit all invoices for the current month's work within seven days after the end of the month.
- D. Bills for materials and labor expenses are to be submitted to the TOWNSHIP on Company Letterhead or Invoice identifying the Vendor. Each invoice shall list each date work was performed and service performed.
- E. Payment will not be made if the work is found incomplete or unsatisfactory after an inspection by a TOWNSHIP representative. Payment will be held until the Contractor makes the necessary corrections to meet the standards established in this specification.

XI. BREACH OF CONTRACT

- A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the TOWNSHIP Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, the TOWNSHIP will authorize the goods to be procured from any available source, with the difference between the actual cost paid and the bid defaulting Contractor to be deducted from any monies due the defaulting Contractor or their Bonding.
- B. In the event of the failure of the Contractor to remedy the same within said period, the TOWNSHIP Manager is authorized to seek to have this Contract voided.
- C. In addition to those instances specifically referred to in other sections herein contained, the TOWNSHIP shall have the right at its option to terminate the Contract, said termination evidenced by a due and proper resolution of the TOWNSHIP Council and by facsimile or mailing a certified copy thereof by the Township Clerk, by certified mail return receipt, to the principal place of business of the Contractor, under any one or more of the following
1. If the Contractor becomes insolvent
 2. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided.
 3. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
 4. In the event the Contractor fails to commence work in accordance with the Specifications.
 5. In the event the Contractor shall abandon the work.
 6. In the event the Contractor shall abandon any portion of the work to be performed under the Specifications.
 7. If the Contractor shall fail to fully, properly, and in a good and workmanlike manner perform any or all of the conditions, covenants or agreements contained within the Specifications.
 8. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the Specifications.
 9. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs or business.
 10. If the Township Council, upon the advice of the Contract Administrator, shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the Specifications.
 11. The Contractor supplies "gypsy parts" or other imposter part(s).
 12. If the Contractor inflates or otherwise alters or falsifies slips of parts or labor.

XVI. LIQUIDATED DAMAGES

- A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the TOWNSHIP Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days.

- B. In the event of the failure of the Contractor to remedy the same within said period, the TOWNSHIP Manager may authorize the service to be performed and/or goods to be procured from any available source, with the difference between the actual cost paid and the bid defaulting Contractor to be deducted from any monies due the defaulting Contractor or their Bonding plus a cost of \$50.00 per incident made payable to the TOWNSHIP.

XVII. TERM OF CONTRACT

The contract period will be from date of the award through December 31, 2015.

EASTAMPTON TOWNSHIP

BIDDER'S CHECKLIST

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

ITEM	REQUIRED BY TWP.	SUBMITTED (Indicate by initialing)
Bid Proposal	_____X_____	_____
Bid Bond	_____X_____	_____
Consent of Surety (with Power of Attorney and Statement of Financial condition)	_____X_____	_____
Acknowledgement of Receipt of Addenda	_____X_____	_____
Affirmative Action Statement	_____X_____	_____
Affirmative Action Compliance Notice	_____X_____	_____
Americans with Disabilities Act Statement	_____X_____	_____
Stockholder Disclosure Certification	_____X_____	_____
Request for Prevailing Wage Determination	_____X_____	_____
Public Works Contractor Registration	_____N/A_____	_____
Non-Collusion Affidavit	_____X_____	_____
Equipment Certification	_____N/A_____	_____
Business Registration Certificate	_____X_____	_____
References	_____X_____	_____
Other	_____	_____

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EASTAMPTON TOWNSHIP

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

Witness: _____

Witness Signature: _____

EASTAMPTON TOWNSHIP

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

EASTAMPTON TOWNSHIP BID BOND

KNOWN ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED

_____, AS PRINCIPAL; AND
(Name of Bidder)

_____, AS SURETY; ARE HEREBY HELD AND FIRMLY BOUND
(Name of Surety)

UNTO EASTAMPTON TOWNSHIP IN THE SUM OF \$ _____
AS LIQUIDATED DAMAGES FOR PAYMENT OF WHICH, WELL AND TRULY BE MADE, WE
HEREBY JOINTLY AND SEVERALLY BIND OURSELVES, OUR HEIRS, EXECUTOR,
ADMINISTRATORS, SUCCESSORS, AND ASSIGNS. THE CONDITION OF THE ABOVE
OBLIGATION IS SUCH THAT WHEREAS THE PRINCIPAL HAS SUBMITTED TO EASTAMPTON
TOWNSHIP A CERTAIN BID, ATTACHED HERETO AND HEREBY MADE A PART HEREOF, TO
ENTER INTO CONTRACT FOR FURNISHING AND DELIVERY OF: _____

NOW THEREFORE

- (A) IF SAID BID SHALL BE REJECTED, OR, IN THE ALTERNATE
- (B) IF SAID BID SHALL BE ACCEPTED AND THE PRINCIPAL SHALL EXECUTE AND DELIVER A CONTRACT IN THE FORM OF CONTRACT AGREEMENT ATTACHED HERETO (PROPERLY COMPLETE IN ACCORDANCE WITH SAID BID) AND SHALL FURNISH A BOND FOR THE FAITHFUL PERFORMANCE OF SAID CONTRACT, AND SHALL IN ALL OTHER RESPECTS PERFORM THE AGREEMENT CREATED BY THE ACCEPTANCE OF SAID BID. THEN THIS OBLIGATION SHALL BE VOID, OTHERWISE THE SAME SHALL REMAIN IN FORCE AND EFFECT; IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT THE LIABILITY OF THE SURETY FOR ANY AND ALL CLAIM HEREUNDER SHALL, IN NO EVENT, EXCEED

THE AMOUNT OF THIS OBLIGATION AS HEREIN STATED.

EASTAMPTON TOWNSHIP

CONSENT OF SURETY

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

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

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

EASTAMPTON TOWNSHIP

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

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

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

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

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

(name of contracting unit)

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

Signature

_____, 2_____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

EASTAMPTON TOWNSHIP

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

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

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

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

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

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

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

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EASTAMPTON TOWNSHIP
TABLE 1
LIST OF EQUIPMENT
OWNED OR CONTROLLED BY BIDDER

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

Model

Age

Number

Make

(additional sheets if necessary)

EASTAMPTON TOWNSHIP
CORPORATE OWNERSHIP STATEMENT

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

List below names and address of all parties which own interest or stock in the partnership or corporation submitting said bid. This disclosure is to comply with the requirements as set forth in Section VII. (U) of the instructions to Bidders, and as set forth in chapter 33 on the New Jersey Public Laws of 1977.

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EASTAMPTON TOWNSHIP

TABLE 2

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

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

(Name of Owner or Controller) _____

(Name of Bidder) _____

By: _____

(Signature)

Name: _____

Title

Type of Equipment
Equipment
(Vehicle, Pump, Etc)

Number

Make

Model

Age

(Attach additional sheets as necessary)

EASTAMPTON TOWNSHIP

AMERICANS WITH DISABILITIES ACT OF 1990

The contractor and the _____ of _____, (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. 5121 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.

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EASTAMPTON TOWNSHIP

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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.

EASTAMPTON TOWNSHIP

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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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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:

EASTAMPTON TOWNSHIP

(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

EASTAMPTON TOWNSHIP

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.

EASTAMPTON TOWNSHIP

(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)**.

EASTAMPTON TOWNSHIP

STOCKHOLDER DISCLOSURE CERTIFICATION

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 52:25-24.2

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

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.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

EASTAMPTON TOWNSHIP

BUSINESS REGISTRATION CERTIFICATE

A business registration certificate will be required from the successful contractor on this project.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl

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TOWNSHIP OF EASTAMPTON

DISCLOSURE OF INVESTMENTS IN IRAN

In accordance with 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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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 party.

PLEASE CHECK EITHER SPACE:

_____ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed below nor any of the entity's parents, subsidiaries, or affiliates is listed on the NJ Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and I am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification

OR

_____ I am unable to certify as above because I or the bidding entity and/or one of more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions, 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

EASTAMPTON TOWNSHIP

FORM OF CONTRACT

This Agreement, made this _____ day of _____, 20____ by and between EASTAMPTON TOWNSHIP, 12 Manor House Court, Eastampton, New Jersey 08060

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

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

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

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

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

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

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

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

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

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

Eastampton Township Contract (continued)

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

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

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

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

ATTEST:

EASTAMPTON TOWNSHIP

Kim-Marie White
Municipal Clerk

BY: _____
Anthony Zeno
Mayor

Contractor's Name: _____

Contractor's Signature (Seal): _____

Title _____

Witness _____

Witness Signature _____

EASTAMPTON TOWNSHIP

BIDDER'S REFERENCES

Contract for which bid submitted _____

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

Date: _____

APPENDIX A

Bid Specifications: Contracted Vehicle Maintenance for Eastampton Twp.

Contract Terms and Conditions

Maintenance and Repair of Police Vehicle, Public Works Vehicles and other Township owned vehicles.

Scope of Contract: This contract is intended to provide vehicle maintenance and repair for Eastampton, Township, and all motor vehicles used by the Township Police Department, Public Works, and other departments of the Township. The contract period will be from date of award through December 31st 2015.

Price Increases: In the event the contractor increases their prices, the increase must be authorized by Eastampton Township. Eastampton Township reserves the right to reject any requested price increase deemed excessive in the opinion of the Township. The contractor must submit a formal request for an increase to: Township Clerk Eastampton Township, 12 Manor House Ct. Eastampton Twp. NJ 08060, no later than thirty (30) days prior to the effective price increase date. The request shall contain the date the increase takes effect. No retroactive price increases will be allowed. In the event a retroactive request for a price increase is received, Eastampton Twp. will set the effective date on the increase as ten (10) days from the receipt of the request.

Price Decreases: Price decreases will become effective immediately on the date specified in the Contractor's printed notice of change. The Contractor shall bill the Eastampton Twp. at the reduced price on all services made on or after the date of the Contractor's price reduction. The Contractor shall promptly provide Eastampton Twp. with a letter of notice concerning the change.

Site Inspection: Eastampton Twp. reserves the right to make an inspection of the repair/maintenance facility during the term of the contract.

Security of Equipment: Contractors must immediately report any theft of, missing or damaged equipment to the Eastampton Police Department.

Certificate of Insurance: Contractor must provide the Eastampton Twp. with an up-to-date Certificate of Liability for all the repair/maintenance locations.

Insurance: Contractor shall not commence work under this contract until he has obtained all insurance required under this section. The Contractor shall not allow any sub-contractor to commence work until all insurance required of the sub-contractor has been obtained.

Change of Address: In the event the contractor moves or updates contact information, it is the responsibility of the contractor to advise Eastampton Twp. of any such changes in writing. Eastampton Twp. will not be held responsible for payments or purchase orders delayed due to the lack of routing caused by the

lack of notification on the contractor's part. Change of address or telephone updates must be forwarded to Twp. Clerk Eastampton Township, 12 Manor House Ct. Eastampton, NJ 08060 Tel. No. (609) 267-5723 ext 209 Fax (609) 265-1714.

Licensing and Standing: Contractor must possess the proper dealers and repairers license, be in good standing with the State of New Jersey and the Township of Eastampton.

Tax Exemptions: The Town of Eastampton is exempt from Federal Excise taxes and Eastampton Sales and Use taxes. Contractors shall avail themselves of these exemptions.

Continuity in pricing / Billing Procedures: Contractors agree to extend the same prices and services to all departments of Eastampton Twp. for service and repair of like vehicles. Contractors agree to submit each repair or service bill to the appropriate department.

Locality: Applicant has a valid business/repair facility located within three miles of Eastampton Police/Twp. Works facility, 725 Smithville Road, Eastampton Twp. NJ 08060.

Maintenance and repair service:

1. Contractor must have and maintain the equipment and technical knowledge necessary to inspect and report on vehicles. Contractors may be asked to do mechanical inspections on vehicles involved in fatal motor vehicle accidents.
2. Contractor must have and maintain certified mechanics that have been formally trained in auto mechanics and certified by association such as ASE (Automotive Service Excellence) which has standards that each mechanic must meet by both written and practical exam. This must be an on-going certification, and the certifications must be available for inspection by the Township Manager, Chief of Police, or Public Works Director or their designees at any given time.
3. Contractor must have the proper equipment to repair and maintain police vehicles on their premises, with the exception of auto body repairs and special authorized dealer repairs. Any repair that requires a subcontractor must be authorized by the Twp. Manager, Chief of Police, Public Works Director or their designee.
4. Eastampton Twp. Vehicles must take a priority over all other work, as the vehicles are often used for emergencies and public service, and cannot be out of service for protracted periods of time.
5. Tires and wheels owned by the Eastampton Police Department may be stored on the Contractor's premises and if so, the Contractor shall maintain a written inventory. The tire inventory will be subject to inspection by the Twp. Manager, Public Works Director, Chief of Police or their designees. Tires will only be disposed of by the authorization of the above members.
6. Any replacement parts must be purchased from a legitimate parts supplier and any other vehicle parts vendors must be authorized by the Twp. Manager, Chief of Police, Public Works Director or their designee.
7. Contractors will be responsible for identifying and reporting any and all warranty repairs whether they are car manufacture, part manufacture or contractor warranty.

8. The Twp. Manager, Chief of Police or Public Works Director or their designees will reserve the right to submit repairs to an authorized Ford, Chevy or Chrysler dealer if such repairs are covered under a factory warrantee or are deemed to be best handled by an authorized dealer (eg. manufacturer recall, repeated problems with a known model, make, year).
9. All invoices must clearly indicate the specific vehicle, department, VIN number or license plate number, make, model and year of vehicle on which the contractor(s) performed service or maintenance. All invoices must have a Township representative signature and name printed on the invoice verifying that all work has been performed and the vehicle is running properly, in order to be paid.

BID FORM

Police/Public Works/ Township Vehicle (Passenger car and light duty truck & Heavy Duty vehicle) Maintenance.

Under penalty of perjury and other remedies available to the Township of Eastampton, the undersigned certifies this bid is submitted without collusion and all responses are true and accurate. If awarded this bid, it is agreed this form constitutes a contractual obligation to provide service at fees specified in this Bid Form subject to and in accordance with all instructions, bidding and contractual documents, including any addenda, which are all made part of this bid.

The undersigned agrees to furnish and deliver said parts and or service according to specifications at the bid price as indicated.

ITEM DESCRIPTION

1. Vehicle Repairs under 10,000 lbs. weight

A. Scheduled Repairs \$ _____ Hourly Rate

B. Authorized Manufacturer
Repair Parts, Assemblies used
on Township Vehicles at Discount off List Price. _____ % Discount off list

2. Vehicle Repairs 10,000 – 35,000 lbs. weight (including diesel)

A. Scheduled Repairs \$ _____ Hourly Rate

B. Authorized Manufacturer
Repair Parts, Assemblies used
on Township Vehicles at Discount off List Price. _____ % Discount off list