

TOWNSHIP OF CRANFORD
8 SPRINGFIELD AVENUE
CRANFORD, NEW JERSEY 07016

NOTICE TO BIDDERS SPECIFICATIONS

AND BID PROPOSAL FORMS

FOR

GARBAGE REMOVAL SERVICE FOR
MUNICIPAL BUILDINGS AND GROUNDS

TOWNSHIP COMMITTEE

Thomas Hannon, Jr., Mayor
Patrick Giblin, Deputy Mayor
Ann Dooley, Commissioner
Andis Kalnins, Commissioner
Mary O'Conner, Commissioner

Terence Wall, Administrator
Steven Wardell, Recycling Coordinator

December 5, 2017
At 10:00A.M.

NOTICE TO BIDDERS

Sealed bids for Garbage Removal Services for Municipal Building and Grounds within the Township of Cranford will be received by the Township Clerk on December 5, 2017 in Room 108 in the Cranford Municipal Building, 8 Springfield Avenue Cranford, NJ 07016 at 10:00 a.m. prevailing time.

Specifications and bid proposal forms may be obtained in the Office of the Township Clerk, 8 Springfield Avenue, Cranford, New Jersey between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

All bid proposals shall be submitted in an opaque sealed envelope clearly marked Garbage Removal Service for Municipal Buildings and Grounds, along with the bidder's name, address, and telephone number.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27.

The Township reserves the right to reject any or all bid proposals as in its judgment does not meet the requirements of the bid specifications.

Tara Rowley Township Clerk

TABLE OF CONTENTS

- NOTICE TO BIDDERS
- INSTRUCTIONS TO BIDDERS
- DETAILED SPECIFICATIONS
- TABLE 1: LIST OF PUBLIC BUILDINGS AND RECEPTACLES, EXCEPTIONS TO BID SPECIFICATIONS
- CONTROL OF WORK
- CONTRACTOR'S STATEMENT OF EXPERIENCE, EQUIPMENT QUESTIONNAIRE AND VEHICLE OWNERSHIP LIST
- BID PACKET AND FORM FOR BID PROPOSAL & CHECKLIST STATEMENT OF CORPORATE OWNERSHIP
- NON-COLLUSION AFFIDAVIT, AFFIRMATIVE ACTION NOTICE
- REVISION OR ADDENDA RECEIPT ACKNOWLEDGEMENT FORM
- AMERICAN WITH DISABILITIES ACT
- BUSINESS REGISTRATION-GOODS AND SERVICES SURETY FORM
- PUBLIC WORKS CONTRACTOR REGISTRATION ACT AND GENERAL CONTRACTOR AND APPROPRIATE SUBCONTRACTORS
- MAP OF TOWNSHIP

INSTRUCTIONS TO BIDDERS

1. INSPECTION OF WORK SITE

Each bidder is requested to visit the area of the proposed work, fully acquaint himself with the existing conditions, and fully inform himself as to the facilities involved and the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the technical specifications, and all other contract documents. The bidder shall not at any time after submission of his bids assert that there was any misunderstanding as to the work to be done or the services to be provided or the property to be serviced.

2. FORM OF PROPOSAL

All bids must be submitted upon the Form for Bid Proposal attached hereto. The blank spaces in the form shall be filled in correctly, where indicated, and the bidder shall state the price for which he proposes to furnish the services.

CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than *five* (5) days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids, be published in the Westfield Leader.

3. OPENING OF PROPOSAL

Sealed proposals or bids for the performance of the services in the specifications and contract will be received as set forth in the Advertisement- Notice to Bidders, at which time and place they will be publicly opened and read. Bidders or their authorized agents and the public are welcome to be present at the time of opening.

4. BID BOND AND WITHDRAWAL OF BIDS

- A. Bids **MUST** be accompanied by a bid guarantee in the form of a Certified Check, Cashier's Check or a Bid Bond in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000, payable to the Township of Cranford.
- B. No bids or proposal having been submitted, opened and read can be withdrawn for period of sixty (60) days without the express written permission of the Township.

5. EXECUTION OF THE CONTRACT

The bidder must execute the contract within ten (10) working days after notification to do so. The successful bidder must, at the time of the execution of the contract, deposit with the Township of Cranford an Acceptable Performance Bond for the faithful observation and performance of the terms of this contract and the payment of subcontractors and material men, as prescribed by N.J.S.A. 2A:44-143 et seq. The Performance Bond shall be issued by a firm or association incorporated or formed in New Jersey and authorized to do business in New Jersey.

6. BID BOND OR DEPOSIT MAY BE FORFEITED

If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the contract within ten (10) working days after due notice that the contract has been awarded to bidder, the amount of the Bid Bond, Certified Check or Cashier's Check will be forfeited and retained by the Township of Cranford as liquidated damages resulting there from, and not as penalty for such refusal or neglect.

7. AWARD OF CONTRACT & LOWEST RESPONSIBLE BIDDER

- A. The Township of Cranford shall award the contract or reject all bids within the time specified in the invitation bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Township of Cranford's decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose grand total three (3) year bid period price is lowest responsible bid.
- C. The Township of Cranford reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, any unbalanced bid, and to reject any or all bids. In the event the Township of Cranford rejects all bids, the Township of Cranford shall publish a notice of re-bid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

8. PRICES TO COVER

The bid price shall cover the cost of supplying all necessary services, materials, together with all special equipment and tools necessary and proper, and shall include all costs of insurance, bond and other charges incidental to the work.

8A. CALCULATING COST OF BID PROPOSAL

Bidder shall provide a lump sum price per year for **Standard Service and Recycling Service** as delineated on Bid Proposal Form Buildings and Grounds.

Bidder shall provide a unit price per year if the number of litter cans exceed the 150 litter receptacles reported on pages 12 through 14 of the detailed specifications.

No minimum or maximum is implied or guaranteed during the three-year term of the contract. Said unit price must include unit prices for: a) standard service for litter receptacles. b) standard service for recycling receptacles

9. NON-COLLUSION AFFIDAVIT

An Affidavit of Non-Collusion (P.L. 1971, C. 167) must be submitted with each bid proposal.

10. STATEMENT OF CORPORATE OWNERSHIP

Said Statement (P.L. 1977, C.33) must be submitted with each bid proposal.

11. REGISTRATION WITH THE N.J. DEPARTMENT OF ENVIRONMENTAL PROTECTION

Proof of Registration with the New Jersey Department of Environmental Protection must be submitted with each bid proposal.

12. CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Certificate of Public Convenience and Necessity must be submitted with each bid proposal.

13. CERTIFIED STATEMENT OF OWNERSHIP IN PERFORMANCE WITH LEASE OR CONTROL OF VEHICLES

A Certified Statement of the bidder that he owns, leases or controls vehicles to be used to perform the work described herein must be submitted with each bid proposal. If the bidder is not the owner or the lessee in fact of any such vehicle which he proposes to use during the performance of this contract, his statement shall set forth the source from which the equipment shall be obtained; said statement shall further be accompanied by a Certified Statement from the owner or person in control of such equipment expressly granting to the bidder the control of the vehicles required during the contract period as set forth herein.

14. AFFIRMATIVE ACTION

Bidders shall comply with the requirements of N.J.A.C. 17:27-1.1 et seq. All successful bidders (goods and service vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance to the Division and awarding Public Agency. During a review, Township representatives will review the Public Agency files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Public Agency, prior to the execution of Public Agency contract, one of the following documents:

Goods Professional Services and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to Public Agency and the Division (see Attachment).

This approval letter is valid for one year from the date of issuance or,

2. A Certificate of Employee Information Report (hereafter "Certificate") issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the

Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division (see Attachment)

The period of validity of the Certificate is indicated on its face. Certificates must be reviewed prior to their expiration date in order to remain valid or,

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 fee and forward a copy of the Form to the Public Agency (see Attachment). Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the EEO/AA evidence must be submitted.

15. CONSENT OF SURETY

A Consent of Surety issued by a firm or association incorporated or formed in New Jersey authorized to do business in the State of New Jersey which states that the said surety will provide the bidder with a Performance Bond in the amount of one-third of the grand total three (3) year bid price must be submitted with each bid proposal.

16. PERFORMANCE BOND

For the three (3) year contract the successful bidder shall provide a performance bond issued by a Surety Company in an amount equal to one-third of the grand total three (3) year bid prices. The successful bidder shall provide said performance bond at the time of execution of the contract. The performance bond for each succeeding year shall be delivered to the Township of Cranford with proof of full payment of the premium one hundred twenty days (120) prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of a multi-year one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Township of Cranford to terminate the contract upon the expiration of the current bond. Notwithstanding termination of the contract, damages shall be assessed in an amount equal to the costs incurred by the Township of Cranford in re-bidding the contract.

This obligation shall continue through any extension of the contract period.

17. INSURANCE

All insurance policies procured by the bidder pursuant to this section must be written by an insurance company or companies authorized to do business in the State of New Jersey with the Township of Cranford as an additional named insured.

- A. If a contract is awarded, the contractor shall be required to purchase and maintain during the life of the contract, Comprehensive General and Contractual Liability Insurance, Comprehensive Automobile Liability Insurance and Workers' Compensation Insurance with limits of not less than those set forth below:

1. Workers' Compensation- unlimited coverage and in accordance with New Jersey statutes for employer's liability;
 2. Comprehensive General and Contractual Liability insurance coverage. Policy to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract. Bodily Injury Liability limits of \$1,000,000 each occurrence and Property Damage Liability limits of \$3,000,000 each occurrence; and
 3. Comprehensive Automobile Liability insurance coverage. Bodily Injury Liability limits of \$500,000 each person and \$1,000,000 each occurrence. Property Damage Liability limits of \$1,000,000 each occurrence.
- B. The Insurance Certificate shall list the Township of Cranford as additional insured on the Comprehensive General and Contractual Liability, Automobile Liability, and Umbrella policies.
- C. Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without thirty (30) days prior written notice to the contract administrator. All insurance required pursuant to (a) above shall remain in full force and effect until the final contract payment.
- D. Each insurance policy shall provide that neither the contractor, nor its insurer, shall have any right to subrogation against the Township of Cranford. Each insurer policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.
- E. Certificates of insurance shall be delivered to the contract administrator at the time designated by the contracting unit provided however, that the time so designated by the contracting unit provided however, the time so designated shall be after the contract is awarded and prior to the commencement of performance.

18. CANCELLATION

In addition to the Township requiring contractor to produce evidence of proof of payment of insurance premiums at the time of contract execution with Township, the Township at any time during the term of the contract may require continuing proof of payment of premium or premiums on said policies. If a policy is to be cancelled for non-payment of premium, the Township shall have the right, but not the duty or obligation, to pay said premium and deduct the same from the next ensuring payment due the contractor under the contract for services rendered.

19. TAXES

Social Security Unemployment Compensation taxes and any other applicable taxes are to be paid by the contractor as required by all State, Federal, and local laws.

20. HOLD HARMLESS

It is understood, and the contractor agrees, to hold the Township of Cranford harmless from any and all damages or injuries sustained while carrying out the obligations described in the within bidding documents.

21. PAYMENT-WHEN TO BE MADE

The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.

- A. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Township of Cranford for the preceding (the "Billing Month")
- B. The Township of Cranford shall pay all invoices within thirty (30) days of receipt. The Township of Cranford will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Cranford shall have thirty (30) days from the date of receipt of the corrected invoice to make payment.

22. ASSIGNMENT AND SUBLETTING OF CONTRACT

The contractor shall not assign, sublet or transfer the contract in whole or in part of any interest hereunder nor shall the contractor subcontract out any portion of the work to be performed under this bid without the written consent of the Township Committee. Any attempt to assign, subcontract or transfer without such consent does not release the contractor from any obligations and liabilities under the contract or Performance Bond unless the consent otherwise provides. Violations of this provision shall be deemed a default under the contract and Performance Bond.

23. TYPE OF EQUIPMENT

- a. All vehicles shall be registered with, and conform to the requirements of the N.J. Department of Environmental Protection, in Accordance with N.J.A.C. 7:26-3.1 et seq.
- b. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Township Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the contract. All vehicles shall be equipped with a broom and shovel.
- c. The Township Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Township Administrator.

24. VIOLATIONS OF CONTRACT SPECIFICATIONS

- a. Any material violation of these specifications and performance contemplated there under shall be sufficient cause for the immediate cancellation of the contract by the Township of Cranford, who may thereupon employ the necessary labor to perform the work or re-advertise or relet the work at the expense of the offending contractor and his sureties or pursue any other remedies available to the Township.
- b. The Township will give the contractor three (3) days' notice, in writing, of its intent to declare the contract cancelled.

25. FAILURE TO PERFORM SERVICES AND CONTRACT CANCELLATION

If the contractor is adjudged as bankrupt, or if the contractor makes a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of the contractor's insolvency, or if the contractor should persistently or repeatedly refuse to supply enough labor, material or equipment to maintain the established schedules of collections or if the contractor should fail to make prompt payment for materials or labor, or persistently disregards laws of the State of New Jersey and ordinances of the Township of Cranford or otherwise be guilty of substantial violation of any provision of the contract, then the Township may, without prejudice to any other right or remedy, terminate the contract and at its discretion relet the same. If the Township cancels the contract, then the contractor shall be responsible and liable to supply service until a replacement can be secured.

26. CONTINUED PERFORMANCE BY MUNICIPAL FORCES

- a. In the event of the inability of the contractor to perform as a result of such work stoppage or any reason where materials are not collected for a period of three (3) continuous days of service then the Township of Cranford shall collect such materials and either deliver it to the Disposal Station by its trucks and employees or any other trucks and persons hired by the Township of Cranford for use.
- b. The Township of Cranford shall deduct from the amount due to the contractor such administrative costs, plus supervisory and actual labor and equipment cost incurred if the Township of Cranford has to perform the duties of the contractor due to the inability of the contractor to perform his contract. No monies will be paid the contractor during any period while such strike or emergency prevents the contractor from performing this contract.

27. BREACH OF CONTRACT

- a. The Township Committee may, at its option, consider the contract to be in breach upon the occurrence of any one of the following situations:
 - i. Abandonment of the contract;
 - ii. Incurring outstanding debts for wages or other obligations to the extent that performance in accordance with the specifications is thereby hindered;
 - iii. Assignment, transferring or subcontracting out this contract or any interest thereunder without the written consent of the Township Committee;
 - iv. Failure to maintain insurance policies as prescribed in the specifications;
 - v. Failure to perform the work in accordance with the specifications in a manner satisfactory to the Township Committee.

- b. It should be noted that this list is non-inclusive. A determination that the contractor has failed to act in compliance with the specifications and other contract documents shall be within the sole discretion of the Township Committee of the Township of Cranford.
- c. Should the Township Committee find the contractor to be in breach of contract for any reason whatsoever, the contract may, at the option of the Township Committee, be terminated by resolution. A copy of said resolution shall be sent by certified mail. Return receipt requested to the address listed in the proposal form at the contractor's principal place of business. Receipt of said resolution shall be considered sufficient notice to the contractor that the contract is terminated and that he is to cease work immediately. The Township Committee shall then have the authority to advertise for bids and to let the contract for the completion of the work in accordance with State Law.

The Township may then retain such funds as may be due the contractor for expenses as may be incurred in having the work completed in accordance within the specifications. Any excess of cost over and above the amount so retained shall be charged against the contractor and his surety, who will be deemed to be jointly and severally liable.

28. AUTHORITY/LAW/SOLID WASTE DISPOSAL

- a. All solid waste collected with the Township of Cranford shall be disposed of in accordance with the Union County Solid Waste Management Plan and Statutes of the State of New Jersey.

29. MULTI-YEAR CONTRACT

- a. The contract awarded shall be subject to the availability and appropriation annually of sufficient funds as may be required for any year subsequent to the initial year of the contract period.

DETAILED SPECIFICATIONS

SCOPE OF WORK

The Township of Cranford proposes to accept bids for garbage removal service at municipal buildings and litter receptacles. The work under this contract shall consist of furnishing all labor, materials, equipment, transportation and disposal fees for, or incidental to, the proper completion of work more fully described here.

DEFINITIONS

For the purposes of these specifications, the following definitions are established:

- A. "Township" shall refer to the Township of Cranford, Union County, New Jersey.
- B. "Contractor" shall mean individual, corporations, or partnership having a contract with the Township of Cranford for the collection, removal and disposal of solid waste as described herein, and shall refer also to each of his agents and employees.
- C. "Solid Waste" shall refer to municipal solid waste and bulky waste (Types 10, 13, & 13C) as defined by the NJ Department of Environmental Protection.
- D. "Recyclables" shall refer to the beverage aluminum cans, glass bottles, and plastic bottles, and newspapers that accumulate in the municipal recycling/litter receptacles.

TERM OF CONTRACT

The Township of Cranford is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and disposal services for a period of three (3) years to commence on November 1, 2017 and ending on October 31, 2020. The contract may be extended, at the option of the Township of Cranford for one (1) two-year or two (2) one-year extensions. Any such extensions shall be awarded by resolution of the Township of Cranford upon a finding that the services under this contract are being performed in an effective and efficient manner. Said extension may be at an increased price, but any price change included as part of the extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension, and shall not exceed the change in the "index rate" for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. The "index rate" shall be the index rate set forth in N.J.S.A 40A:112.

COLLECTION SCHEDULE

All municipal buildings shall be serviced 1-3 times per week, according to the attached Table 1. However, the pickup schedule must be no more often than every other day. Litter receptacles shall be serviced three (3) times per week. Bidder shall submit with his bid his suggested pick up schedule for each location, specifying the approximate hour and days of the week for each location.

MISSED PICKUPS/MAKE UPS

The contractor shall be obligated to call the Recycling Coordinator the same day that a pickup(s) is or will be missed, giving a legitimate reason. Contractor will also state the same time when the "missed" pickup will be made up within that week. If the make-up collection cannot be made within that week, then the Township will have the right to deduct the cost of each un-emptied container(s) from the monthly billing.

DUMPSTER (CONTAINER) STANDARDS

Contractor will be responsible for supplying the needed dumpsters (or other such suitable containers acceptable to the Township) for each municipal building, the cost of which shall be included with contractor's bid. All containers will have lids for health and environmental protection. All parts of the containers must be kept in good condition and appearance by the contractor. All containers not meeting this requirement will be called to the attention of the contractor and deficiencies will be corrected by the contractor within 14 days of notification by the Township.

The location of containers at each site shall be mutually agreed upon by the contractor and the Township.

DAMAGE TO PROPERTY

If any property, owned by the Township is damaged by the contractor's equipment or employees, then the contractor shall be liable for the cost of the repairs necessary on account of such damage, and the Township reserves the right to deduct such cost from any sum that may be due to the contractor.

RECYCLING RECEPTACLES

There are currently (8) litter receptacles specifically designed to capture recyclable cans, bottles, and newspapers (See Table 1) in the downtown shopping district. All bidders are required to bid an annual price for three (3) times per week servicing of these containers. All recyclables collected from these receptacles shall be transported to the Cranford Conservation Center (210 Birchwood Avenue, Cranford) and properly separated. Any contaminants will be disposed of as garbage. The Township claims ownership of said recyclables.

ILLEGAL DUMPING

The contractor shall notify the Township Health/Recycling Department immediately of illegal dumping incidents in litter receptacles and/or public building dumpsters.

REPORTING

The contractor shall submit monthly reports to Township with contractor's billing invoice detailing the tonnages of all solid waste disposed of at the disposal facility for the preceding calendar month. Said reports shall be in a form acceptable to the Township Recycling Coordinator.

TABLE 1

MUNICIPAL PUBLIC BUILDINGS AND GROUNDS AND LITTER RECEPTACLES SERVICE

PART 1: MUNICIPAL PUBLIC BUILDINGS AND GROUNDS

Contractor shall collect, remove and dispose of all solid waste generated by municipal public buildings and grounds as follows:

| Location/Address | Frequency of Collection | Container Qty & Type CY=Cubic Yards |
|---|--------------------------------|--|
| 1. Municipal Building 8 Springfield Avenue | 3 per-week | (1) 3 CY dumpster |
| 2. Fire Headquarters 7 Springfield Avenue | 3 per-week | (6) Standard 20/gal cans |
| 3. Community Center 220 Walnut Avenue | 2 per-week | (1) 2 CY dumpster |
| 4. Roundhouse (DPW) 364 North Avenue East | 3 per-week | (1) 4 CY dumpster |
| 5. Library 224 Walnut Avenue | 2 per-week | (1) 2 CY dumpster |
| 6. Conservation Center 210 Birchwood Avenue | 1 per-week | (1) 2 CY dumpster |
| 7. Indoor/Outdoor Pool 401 Centennial Avenue | 2 per-week | (1) 4 CY dumpster |
| 8. Outdoor Pool 1025 Orange Avenue | 2 per-week May to September | (2) 2 CY dumpsters |
| 9. Municipal Parking Garage South Avenue | 3 per-week | (8) 32 gal. containers |

PART 2—MUNICIPAL LITTER RECEPTALES & RECYCLING/LITTER RECEPTACLES

Contractor shall collect, remove and dispose of all solid waste generated by litter receptacles.

Contractor shall collect, remove, separate and transport to Cranford Conservation Center all recyclables generated by recycling/litter receptacles which shall be serviced three (3) times per week. The Township reserves the right to change receptacle size, type, number and location when deemed necessary and in the best interest of the public or proprietors.

| LITTER RECEPTACLES/NORTHSIDE | | | | | |
|--|------------|-------------------------|-------------------------|-------------------------|------------------------|
| ADDRESS | REC | 0 GAL/BASKET | 32 GAL/CONT. | 20 GAL/METAL | SS GAL/DRUM |
| Adams Avenue Field | | 2 | 7 | | 1 |
| Wells Fargo: N. Union & North Ave. | | | 1 | | |
| Mr. Wraps: 12 N. Union Ave. | | | 1 | | |
| Baron's Drugs: 34 Eastman St. | | | 1 | | |
| Bell's Drugs: 17 N. Union Ave. | | | 1 | | |
| Fire Me Up Studio: 117 N. Union Ave. | | | 1 | | |
| Diamond Cleaners: 100 Miln St. | | | 2 | | |
| Bloomington School: Bloomington Ave. | | | 1 | | |
| Crane Park: Springfield Ave. | | | 2 | | |
| 17 North Ave: | | | 1 | | |
| Gourmet Deli: 41 Alden St. | | | 1 | | |
| Eastman Plaza/Clock | 1 | | 1 | | |
| Crown Bank: 2 North Ave. | | | 1 | | |
| Firehouse Parking Lot 1: Gas Pump | | | 1 | | |
| Vacant Bldgs.: 27 North Ave. East | | | 1 | | |
| Hampton Park: Hampton St. | | | 2 | | |
| Hanson Park/House: Springfield Ave. | | | 1 | | |
| Dream Kitchens: 102 North Union Ave. | | | 1 | | |
| Cranford High School: West End Pl: FRONT | | | 4 | | |
| Cranford High School: Spruce Street-SIDE | | | 1 | | |
| Sofi's Salon: 2 Eastman St. | | | 1 | | |
| Baron's Drugs: 102 Miln St. | | | 1 | | |
| Parking Lot 7: Miln Street/Pay Station | | | 7 | | |
| Mane Event Salon: 107 North Union Ave. | | | 1 | | |
| Center Point Bldg.: 108 North Union Ave. | | | 1 | | |
| Ambeli Restaurant: 27 North Union Ave. | | | 1 | | |
| Mayor's Park: Springfield Ave. | | | 1 | | |
| McConnell Park: Eastman Street | | | 1 | | |
| Memorial Park: Springfield Ave. | | | 3 | | |
| Il Giardino & Giggles: 100-102 Miln Street | | | 2 | | |
| Mosquito Commission: 326 North Ave. East | | | 1 | | |
| Bus Stop: 119 North Ave. West | | | 1 | | |
| Catering: 104 North Union Ave. | | | 1 | | |
| Brick Bldg.: 29 Alden Street | | | 1 | | |
| Post Office Plaza: triangle | | | 2 | | |
| Verizon Bldg.: 30 Alden Street | | | 1 | | |
| Puff n Stuff: 21 North Ave. | | | 1 | | |
| Cake Artist Café: 8 Eastman St. | | | 1 | | |
| Springfield Ave/Riverside Bridge | | | 1 | | |
| Tennis Courts: Springfield Ave. | | | 2 | | |
| Vacant Bldg.: 20 North Ave. East | | | 1 | | |
| Hunan Wok: 39 North Ave. East | | | 1 | | |
| Taxi Stand/RR Station | | | 1 | | |
| Vanilla Bean Ice Cream: 32 North Ave. West | | | 1 | | |
| Anthem: 100 North Union Ave. | | | 1 | | |
| Warner Plaza: corner of North Ave. | | | 1 | | |
| 110 North Ave. West/near Orchard | | | 1 | | |
| Avenue East: 18 North Union Ave. | | | 1 | | |

| LITTER RECEPTACLES/NORTHSIDE | | | | | |
|---|------------|-------------------------|-------------------------|-------------------------|------------------------|
| ADDRESS | REC | 0 GAL/BASKET | 32 GAL/CONT. | 20 GAL/METAL | SS GAL/DRUM |
| Corner North Union & Alden Street | | | 1 | | |
| North Union Underpass/South by Clock | | | 1 | | |
| Eastman Street South Underpass to South Ave | | | 2 | | |
| Roosevelt Park: Orange Ave. | | | 3 | | |
| TOTALS: NORTHSIDE | 1 | 2 | 78 | | 1 |
| | | | | | |
| | | | | | |
| LITTER RECEPTACLES/SOUTHSIDE | | | | | |
| ADDRESS | REC | 0 GAL/BASKET | 32 GAL/CONT. | 20 GAL/METAL | SS GAL/DRUM |
| Scaturro's Pizza: 1210 Raritan Rd. | | | 1 | | |
| Krausz's: 1208 Raritan Rd. | | | 1 | | |
| Buchanan Street Playground | | | 3 | | |
| Calabria Pizza: 208 Centennial Ave. | | | 1 | | |
| 100 Steps: 215 Centennial Ave. | | | 1 | | |
| 224 Centennial Ave. | | | 1 | | |
| 302 Centennial Ave. | | | 1 | | |
| Lincoln School: Centennial & Lincoln Ave. | | | 2 | | |
| Insurance Co: 108 Walnut Ave. | | | 1 | | |
| Cranford Crossing Parking Garage: | | | 8 | | |
| Cranford Crossing Parking Garage: Entrance | | | 1 | | |
| Cranford Hotel: 1 South Union Ave. | | | 1 | | |
| Wells Fargo Bank: 2 South Ave. | | | 1 | | |
| 1 Walnut Ave. | | | 1 | | |
| Triestina, 515 Centennial Ave. | | | 1 | | |
| High & Chestnut St. Parking Lot 6 | | | 1 | | |
| High & Hickory Street | | | 1 | | |
| Tennis Courts: Hillside Ave. | | | 1 | | |
| 105 Walnut Ave. | | | 1 | | |
| Johnson Avenue Park | | | 2 | | |
| Lincoln Park: Lincoln Avenue | | | 4 | | |
| Cranford Crossings, South & South Union | | | 2 | | |
| South Avenue Parking Lot 4: Train Station | | | 2 | | |
| 111 South Ave. East | | | 1 | | |
| 126 South Ave. East | | | 1 | | |
| 2 South Ave. West | | | 1 | | |
| Mr. J's Deli: 15 Walnut Ave. | | | 1 | | |
| Vacant Bldg: 104 South Ave. | | | 1 | | |
| Railroad Overpass: South Ave. | | | 1 | | |
| South & Centennial Bus Stop | | | 2 | | |
| Sunoco Bus Stop: 51 South Ave. West | | | 1 | | |
| Parking Lot: 216 Centennial Ave. | | | 1 | | |
| Centennial Ave. [near 408] | | | 1 | | |
| Wells Fargo Bank: 100 South Ave. East | | | 1 | | |
| Sherman Park: Lincoln Ave. & Grove St. | | | 3 | | |
| Train Station: South | | | 2 | | |
| Dollar General: 7 South Ave. | | | 2 | | |
| Walnut Avenue: Underpass | 1 | | 3 | | |
| High Street & South Bus Stops: East & West | | | 2 | | |
| Butcher Block: 209 Centennial Ave. | | | 1 | | |

| LITTER RECEPTACLES/SOUTHSIDE | | | | | |
|-------------------------------------|------------|-------------------------|-------------------------|-------------------------|------------------------|
| ADDRESS | REC | 0 GAL/BASKET | 32 GAL/CONT. | 20 GAL/METAL | SS GAL/DRUM |
| Chan's Kitchen: 216 Centennial Ave. | | | 1 | | |
| 334 Centennial/Winans/North Lehigh | | | 1 | | |
| Jeff's: 336 Centennial Ave. | | | 1 | | |
| Centennial Underpass | | | 1 | | |
| Riverfront: South Ave. | | | 7 | | |
| | | | | | |
| TOTAL: SOUTHSIDE | 1 | | 75 | | |
| TOTAL: NORTHSIDE | 1 | 2 | 78 | | 1 |
| | | | | | |
| | | | | | |
| TOTALS: | 2 | 2 | 153 | | 1 |
| | | | | | |
| | | | | | |

CONTROL OF WORK

A. Township Recycling Coordinator

All of the work is to be done in strict accordance with the specifications, and such instructions as may be given from the time to time by the Township Recycling Coordinator. It shall be the obligation of the Contractor to contact the Township Recycling Coordinator if any problems or questions should arise.

The Township Recycling Coordinator will give instructions necessary to attain the full effect of the provisions of the Specifications. Should any difference of opinion arise as to the meaning or intent of the Specifications, his decision shall be subject to his inspection and approval.

B. Program Records

The Contractor shall furnish to the Township Recycling Coordinator a record of the number of tons of recycling picked up by the Contractor at the end of the year.

C. Familiarity with Work

It is the obligation of the Bidder to ascertain for himself all the facts concerning conditions of the Garbage removal service, to fully examine and read the Specifications, to consider fully these and all other matters which can in any way affect the work under this Contract and to make the necessary investigations relating thereto.

D. Maintenance and Protection of Traffic

Traffic shall always be maintained over existing roads within the scope of the garbage removal service and the Contractor shall plan and carry out his work accordingly.

Travel upon the streets or upon any intersecting street shall not be hindered or inconvenienced needlessly, nor shall the same be wholly obstructed.

The Contractor shall procure all required permits and licenses, pay all charges and fees therefore necessary and incidental to the due and lawful execution of the removal service. The cost thereof shall be included in the total price bid in the Proposal.

E. Equipment

Only equipment in good operating condition shall be used. Sufficient equipment shall be used to insure the completion of the Service. The equipment shall be operated so as not to damage public or private property. When a specific type or character of equipment is called for, it shall be provided and used.

F. Supervision and Workmen

The Contractor shall attend to the work personally or through a competent superintendent at the site, authorized to receive and carry out instructions. The workmen shall be competent and shall perform their work in a neat and workmanlike manner.

G. Property Damage Liability

The Contractor shall be liable for damage caused by his employees or agents to buildings, walks, lawn, driveways, flowers, shrubs or trees and for any loss whatsoever so caused to the property owner, and any such loss resulting from acts or omissions of the Contractor, his servants, employees or agents shall be promptly paid. If, after 10 days written notice, such payment is not made by the Contractor, the Township may pay out same and deduct the amount thereof from payment due the Contractor, or the same shall be added to moneys due to the Township. The Township shall be the sole judge of the reasonableness of all claims submitted, and its decision shall be final and binding upon the Contractor.

H. Solicitation/Gratuities

No agent, employee or of the Contractor shall solicit, be permitted to solicit, or accept gratuities of any kind for or during the performance of any work in connection with the removal service under the contract.

**TOWNSHIP OF CRANFORD
QUALIFICATIONS OF BIDDER**

REFERENCES FORM

The undersigned as owner or agent of the indicated bidder, submits the following list of references for similar programs completed in the three-year period preceding the date of this proposal.

| | NAME OF CONTRACT AND DATE | DESCRIPTION/VOLUME OF POOL | AMOUNT | INDIVIDUAL IN CHARGE NAME, ADDRESS, AND TELEPHONE NUMBER |
|----|------------------------------|-------------------------------|--------|--|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

Number of Years in Solid Waste Business: _____

Acknowledged for (Name of Bidder): _____

By (Signature of Authorized Representative): _____

Name (Print of Type): _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL

BIDDER

ADDRESS

TELEPHONE

FAX #

EMAIL

TOWNSHIP OF CRANFORD

BID DOCUMENT CHECKLIST

ALL ITEMS MARKED WITH AN “X” MUST ACCOMPANY THE BID PROPOSAL. THE BIDDER MUST INITIAL ALL OF THE BLANK SPACES BELOW. FAILURE TO PROVIDE ANY OF THE ITEMS MARKED WITH AN “X” AT THE TIME THE SEALED BID IS SUBMITTED BY THE BIDDER WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

Bidder’s Initials

| | | | |
|--------------|-----|---|-------|
| <u> X </u> | 1. | Bid Proposal | _____ |
| <u> X </u> | 2. | Specifications Compliance Sections | _____ |
| <u> X </u> | 3. | Exceptions to Bid Specifications | _____ |
| <u> X </u> | 4. | Warranty and Guarantee | _____ |
| <u> X </u> | 5. | Qualifications of Bidder—Reference Form | _____ |
| <u> X </u> | 6. | Bid Document Check List | _____ |
| <u> X </u> | 7. | Forms for Bid Proposal | _____ |
| <u> X </u> | 8. | Statement of Corporate Ownership Pursuant to N.J.S.A. 52:25-24.2 | _____ |
| <u> X </u> | 9. | Non-Collusion Affidavit | _____ |
| <u> X </u> | 10. | Affirmative Action Affidavit | _____ |
| <u> X </u> | 11. | Exhibit A or Exhibit B (whichever applies) | _____ |

- | | | | |
|--------------|-----|--|-------|
| <u> X </u> | 12. | Notice, Revision or Addenda, Receipt of Acknowledgment Form | _____ |
| <u> X </u> | 13. | Americans with Disabilities Act | _____ |
| <u> X </u> | 14. | Business Registration of Public Contractors | _____ |
| <u> X </u> | 15. | Contractor Information Form | _____ |
| <u> X </u> | 16. | Consent of Surety | _____ |
| <u> X </u> | 17. | Public Works Contractor Registration Act | _____ |
| <u> X </u> | 18. | Certified Statement of Ownership with Lease Or Control of Vehicles | _____ |

**THIS FORM MUST BE INITIALED WHERE INDICATED ABOVE AND
SUBMITTED WITH YOUR BID DOCUMENTS.**

**TOWNSHIP OF CRANFORD
CRANFORD, NJ**

**FORM
FOR
BID PROPOSAL**

DATE: _____

TOWNSHIP OF CRANFORD
Municipal Building—Recycling Dept.
8 Springfield Avenue
Cranford, New Jersey 07016-2199

Proposal of _____ hereinafter called "Bidder"

a _____ Corporate/Partnership and or

individual doing business as _____.

Gentlemen:

The bidder, in compliance with your invitation, having examined the Plans and Specifications with related documents and the site of the proposed work, and having familiarized (himself) (themselves) (itself) with all the conditions affecting the successful accomplishments of the proposed Scope of Services including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies, and to carry out the contract in accordance with the contract documents, within the time set forth therein and at the price(s) stated below; the price to cover all expenses incurred in performing the work required under the contract documents of which this proposal is part.

In submitting this bid, the bidder understands that the right is reserved by the Township of Cranford to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned, the contractor agrees to execute and deliver an agreement in the prescribed form with ten (10) working days after the agreement is presented to him for signature.

Pursuant to and in compliance with the Notice to Bidders, instruction to Bidders, and Detailed Specifications relating thereto, the undersigned having read the Contract Documents and all other documents and forms pertinent thereto, all of which are understood to be incorporated in this bid and accepted as sufficient, hereby offers to faithfully comply with all said requirements and to furnish all labor, equipment, materials and other facilities necessary to, or proper for; or incidental to the transporting and/or on site processing and recycling of yard waste materials from the Township of Cranford, County of Union, State of New Jersey for the following period and prices to wit:

**BID PROPOSAL FORM
GARBAGE REMOVAL SERVICE
FOR MUNICIPAL BUILDINGS AND GROUNDS**

BIDDERS MUST COMPLETE ALL BLANK SPACES, AND BIDDERS ARE REQUIRED TO PROVIDE A BID FOR ALL THE SERVICES BELOW.

BID PRICES SHALL INCLUDE ALL COSTS (E.G., EQUIPMENT, PERSONNEL, TAXES, INSURANCE, TRANSPORTATION AND DISPOSAL) FOR ALL OF THE SERVICES HEREIN.

PERFORMANCE BOND AMOUNT SHALL BE FOR THE TOTAL AMOUNT (E.G., 3 YEARS) OF ALL SERVICES, REQUIRE IN ACCORDANCE WITH THE CONTRACT.

1. **STANDARD SERVICE:** MUNICIPAL BUILDINGS AND LITTER RECEPTACLES(NO RECYCLING)

YEAR 1- (JANUARY 1, 2018 - DECEMBER 31, 2018) \$ _____

YEAR 2 – (JANUARY 1, 2019- DECEMBER 31, 2019) \$ _____

YEAR 3-(JANUARY 1, 2020 - DECEMBER 31, 2020) \$ _____

TOTAL 3 YEAR BID PRICE-STANDARD SERVICE \$ _____

2. **RECYCLING SERVICE:** RECYCLING/LITTER CONTAINERS IN DOWNTOWN/COMMERCIAL AREAS

YEAR 1-(JANUARY 1, 2018- DECEMBER 31, 2018) \$ _____

YEAR 2 —(JANUARY 1, 2019 - DECEMBER 31, 2019) \$ _____

YEAR 3-(JANUARY 1, 2020 - DECEMBER 31, 2020) \$ _____

TOTAL 3 YEAR BID PRICE-STANDARD SERVICE \$ _____

3. **RECAPITULATION**

• TOTAL 3-YEAR BID PRICE-STANDARD SERVICE \$ _____

• TOTAL 3-YEAR BID PRICE-RECYCLING SERVICE \$ _____

GRAND TOTAL 3-YEAR BID PRICE (1&2) \$ _____

4. **PER UNIT COST: (Said Unit Price will not be used to determine award of bid)**

YEAR 1: JANUARY 1, 2018- DECEMBER 31, 2018 \$ _____

YEAR 2: JANUARY 1, 2019 - DECEMBER 31, 2019 \$ _____

YEAR 3: JANUARY 1, 2020 - DECEMBER 31, 2020 \$ _____

TOTAL 3-YEAR BID PRICE/STANDARD SERVICE \$ _____

This proposal is made without any connection with any other person or persons making a Proposal for the same purpose. The Proposal is in all respects fair and without collusion or fraud and that no officer or employee of the municipality is, shall be or will become directly or indirectly interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which to relates.

It is further declared that the site of the work and the Contract Documents have been examined and it is also agreed that the work will be carried out and completed, if this Proposal is accepted, as specified and the undersigned will provide all the Superintendence, Labor Material, Tools and Equipment, thereto for the items in the Proposal, complete in place, at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

The undersigned hereby further declares that if awarded to contractor, the bidder will secure the necessary personnel, equipment and facilities necessary to carry out this contract and will perform the contract.

AUTHORIZED REPRESENTATIVE SIGNATURE_____

AUTHORIZED REPRESENTATIVE SIGNATURE PRINTED_____

TITLE _____

FIRM’S HAND_____

ADDRESS_____

DATE_____

STATEMENT OF CORPORATE OWNERSHIP

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, county, municipality or school district, or any subsidiary or agency thereof, unless prior to the receipt of the bid of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names and address of all individuals who own 10% or more of the stock or interest in the corporation or partnership.”

- If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
- If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
- If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
- If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below. (See next page)

BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company submitting bid:

| <u>NAME</u> | <u>ADDRESS</u> |
|-------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Signature: _____ Date: _____

II. No Stockholder or Partner owns 10% or more of the company submitting bid:

Signature: _____ Date: _____

III. Bid is being submitted by an individual who operates as a sole proprietorship:

Signature: _____ Date: _____

IV. Bid is being submitted by a corporation or partnership that operates as a (check one of the following)

- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Limited Liability Corporation
- ☐ Subchapter S Corporation

Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

NAME

ADDRESS

Signature:

Date:

THIS FORM MUST BE COMPLETED, SIGNED, DATED AND SUBMITTED WITH YOUR BID DOCUMENTS

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF _____

I, _____ of the City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to the 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; and 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 project; and that all statements contained in said Proposal and in this Affidavit
are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained
in said Proposal and in the statements contained in this Affidavit in awarding the contract for the said Project.

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

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

(Also type or print name of Affiant under signature)

Subscribed and sworn to before me this _____ day of _____, 2017

NOTARY PUBLIC

My Commission expires _____

TOWNSHIP OF CRANFORD

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township of Cranford and the Division of Public Contract Equal Employment Opportunity Compliance.

This page is a summary of the successful bidder's requirements for compliance pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

The successful bidder shall submit evidence to the Township of Cranford upon notification of award but prior to execution of this contract, one of the following three documents as a form of appropriate affirmative action compliance:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved for sanctioned affirmative action program (good from one year from the date of issuance);
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.
- (c) A photocopy of an Initial Employee Information Report (Form AA-302) provided by the Division of Public Contracts Equal Employment Opportunity Compliance and distributed to the Township of Cranford to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful vendor may obtain the Initial Employee Information Report (AA-302) from the Township of Cranford during normal business hours or online at: www.state.nj.us/treasury/contract_compliance

The vendor must submit the *Initial Employee Information Report* (AA-302) to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Township of Cranford.

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 et seq. and N.J.A.C. 17:27-1.1 et seq. and agrees to furnish the required form of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression disability, nationality or sex. Such equal employment opportunity shall include, but not 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 will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to 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 (electronically provided by the

Division and distributed to the public agency through the Division's website at:

www.state.nj.us/treasury/contract_compliance/

The contractor and its subcontractor(s) shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to:

Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**TOWNSHIP OF CRANFORD
NOTICE, REVISION OR ADDENDA
RECEIPT ACKNOWLEDGMENT FORM
(N.J.S.A. 40A:11-24e)**

The Bidder acknowledges receipt of the below listed notices, revisions and/or addenda. This form must be completed and submitted with your bid documents even if the Township of Cranford has not issued notices, revisions and/or addenda.

Notice, Revision,

| <u>Or Addendum No.</u> | <u>Date</u> | <u>Title or Description</u> | <u>Bidder's Initials</u> |
|------------------------|-------------|-----------------------------|--------------------------|
|------------------------|-------------|-----------------------------|--------------------------|

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Acknowledged For (Name of Bidder) _____

By (Signature of Authorized Representative) _____

Name(Print) _____

Title _____ Date _____

**THIS FORM MUST BE COMPLETED, AS APPROPRIATE, INITIALED WHERE INDICATED ABOVE, SIGNED, DATED AND
SUBMITTED WITH YOUR BID DOCUMENTS.**

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Township of Cranford do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Cranford pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event 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 Township of Cranford in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Township of Cranford, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township of Cranford's grievance procedure, the contractor agrees to abide by any decision of the Township of Cranford which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Cranford, or if the Township of Cranford incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Township of Cranford 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 Township of Cranford or any of its agents, servants, and employees, the Township of Cranford shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township of Cranford or its representatives.

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

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

BUSINESS REGISTRATION CERTIFICATE Requirements

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide good or perform services for a contractor fulfilling this contract:

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

SURETY FORM

N.J.S.A 40A:11-22 provides in pertinent part that where a contracting unit requires a performance bond, the contracting unit must require from all bidders a certificate from a surety company stating that the surety company will provide the contractor with performance bond.

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

To: Township of Cranford
Cranford, New Jersey

Re: _____
(Contractor)

(Project)

This is to certify that the _____
(Surety Company)

will provide to _____
(Contractor)

a performance bond in the event that said contractor is awarded a contract for the above project.

(Authorized Agent of Surety Company)

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

(Surety Company Name)

(Address)

(Telephone Number)

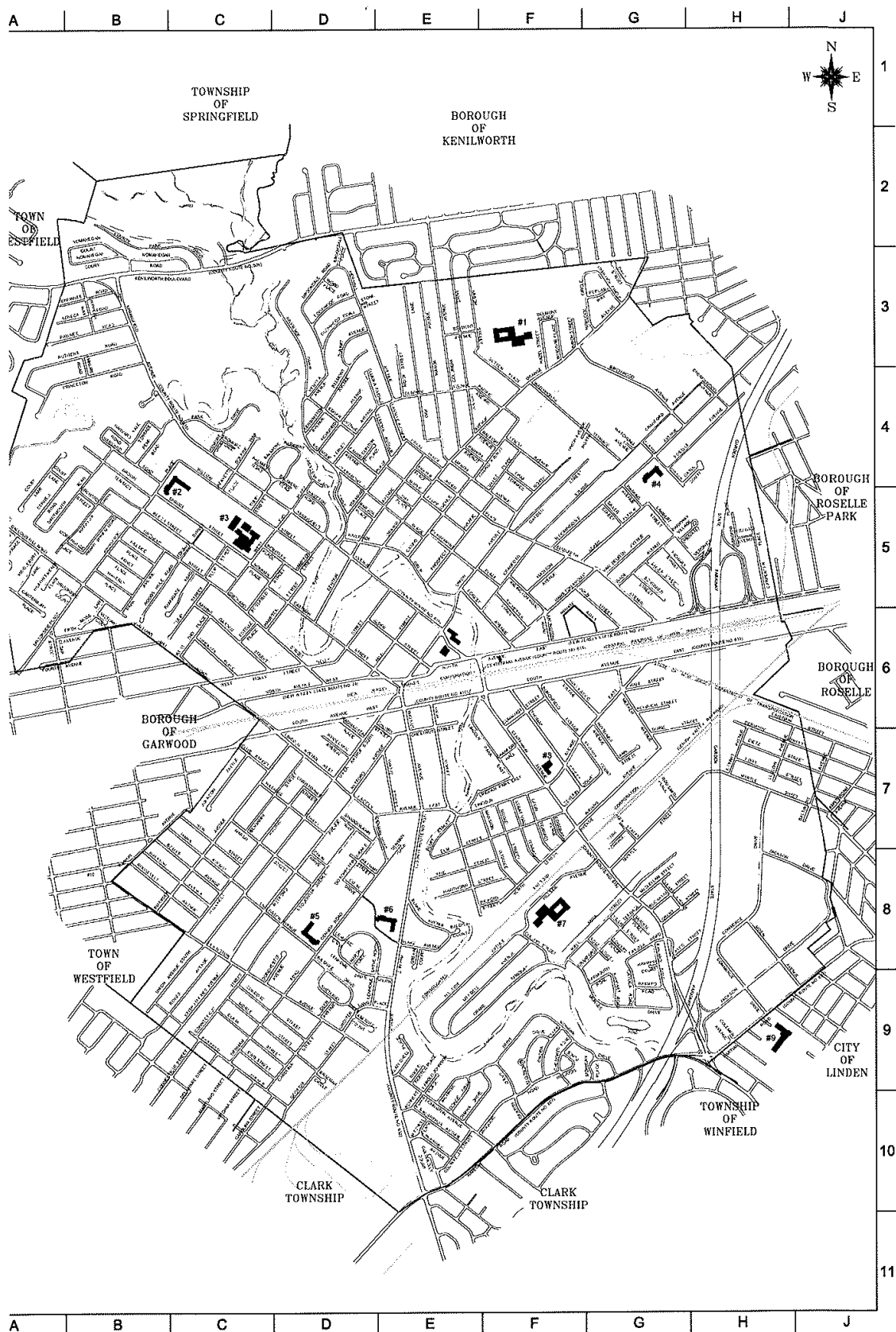
THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Bidders must comply with the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., in connection with the bid and any award of contract. Provisions include:

1. All named contractors and subcontractors must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
2. Any non-listed contractor or subcontractor must be registered with the Department of Labor prior to physically starting work.
3. After proposals are received, and before the contract is awarded, the low bidder will be required to submit copies of the certificates of all listed contractors and subcontractors.

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor
P.O. Box 389
Trenton, New Jersey 08625-0389
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EXISTING ROADWAY MAP

OCTOBER 21, 2009