

TOWNSHIP OF WYCKOFF

Bergen County, New Jersey

PROPOSAL AND SPECIFICATIONS FOR
IMPROVEMENTS TO RUSSELL FARMS COMMUNITY PARK

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Dated: February 28, 2020

TOWNSHIP OF WYCKOFF

LEGAL NOTICE

NOTICE IS HEREBY GIVEN, that sealed bids for the below listed item will be received by the Township of Wyckoff, Bergen County, New Jersey **Wednesday, March 11, 2020 no later than 11:00 a.m.** prevailing time in the second floor Court Room in Memorial Town Hall, Scott Plaza, 340 Franklin Avenue, Wyckoff, New Jersey.

- Construction of sensory garden as shown in the specification with specific plants and an irrigation system.
- Furnish and install irrigation systems to irrigate the entire five (5) acre park and to connect/operate the irrigation system to the existing on-site well.
- Furnish and install four (4) mature deciduous trees 4" to 4.5" caliper in area shown.
- This is a time-is-of-the-essence project. All work shall be completed by May 15, 2020.

Specifications may be obtained in the office of the Township Administrator, Room 106, Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey. All bidders must use and complete all of Wyckoff's bid forms and must comply with every requirement contained in the specifications. The Township of Wyckoff shall not be responsible for full or partial sets of specification documents obtained from any other source.

Each proposal must be enclosed in a sealed envelope bearing the name and address of the bidder, must be addressed to the Township of Wyckoff and plainly marked, "**BID FOR RUSSELL FARMS COMMUNITY PARK IMPROVEMENTS.**"

A bid surety in the amount of 10% of the bid but not in excess of \$20,000 in the form of a certified check, cashier's check or an unconditional bid bond is required. An unconditioned consent of surety is also required to be submitted in the bid.

Bidders are required to comply with the Public Works Contractor Registration Act and to obtain registration prior to the date of the bid opening. Each bidder is required to have obtained a Business Registration Act Certificate from the New Jersey Department of Treasury/Division of Revenue, 609-292-1730 prior to the date of the bid opening.

Bidders are required to comply with the requirements of NJSA 10:5-31 et. seq. and NJAC 17:27.

The successful bidder shall be required to comply with all provision of the New Jersey prevailing local wage rates as determined by the New Jersey Department of Labor and Industry.

The Township Committee reserves the right to waive any technicalities in the bidding process in accordance with the law as may be deemed best for the interests of the Township of Wyckoff. The Township of Wyckoff also reserves the right not to consider any bids in accordance with the law. The contract, if awarded, shall be awarded to the lowest responsible bidder whose bid is responsive in all material respects to the bid requirements.

Joyce C. Santimauro
Municipal Clerk

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Section I - INSTRUCTION & REQUIREMENTS

1. The intent of this specification is for the Township of Wyckoff to obtain a competitive bid from a responsive and responsible contractor to perform the described work below:

- **Construction of sensory garden as shown in the specification with specific plants and an irrigation system.**
- **Furnish and install irrigation systems to irrigate the entire five (5) acre park and to connect/operate and make functional, the irrigation system and the existing on-site well.**
- **Furnish and install four (4) mature deciduous trees 4" to 4.5" caliper in area shown.**

The project inspector shall be Scott Fisher, Wyckoff Public Works Manager and all work shall be coordinated and inspected through Mr. Fisher.

2. Bids must be submitted in ink or typewritten only.
3. The Proposal (cover) sheet must be completed and signed by a company official in order to be accepted by the Township of Wyckoff as a valid bid.
4. In accordance with N.J.S.A. 52:25-24.2 submission of statement required for bidding on public contracts is required in the specific format of the Statement of Ownership Disclosure in this specification. No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work of the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed. To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.
5. A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can any changes in price or other details be made by letter, telegram or verbal statement.

Section I (continued)

6. Should the bidder wish to state any exceptions to the specifications, he must do so on company letterhead attached to the formal bid referring to the section of the specification that the exception is taken. It is mandatory that the bidder list and explain in detail all exceptions and/or substitutions. The bidder shall explain in thorough and complete detail how the exception taken meets or exceeds the specification requirement. All must be neatly printed in ink or typed. Attaching sales information or specification sheet is not acceptable. It shall be clearly understood that if no exception or substitution is taken, the bidder shall supply all products and services exactly as specified. The bidder must, however, note on the Proposal Page and the technical specifications that exceptions and/or substitutions are taken. The bidder shall provide with the bid this information and in this form to allow the Township of Wyckoff to determine if the exception and/or deviation proposed by the bidder clearly meets or exceeds the specification requirement(s). The Township of Wyckoff shall be the sole determiner of whether an exception meets or exceeds the specification requirement(s). Bidders failing to follow these instructions shall be determined by the Township Administrator to be a non-responsive bid to the specifications and will not be considered for an award.
7. The Township reserves the right to waive defects and informalities in any and all bids as permitted by law, and also reserves the right to select the successful bidder whose proposal does, in the opinion of the Township Committee best meet the needs of the Township. The Township reserves the right not to consider bids which are non-responsive to the bid specifications.
8. All work must be completed in a workmanlike manner using industry standard materials and must be completed in the time of essence time frame provided specifically in the Technical Section.
9. The successful bidder(s) will be responsible for beginning the work immediately after receiving notice by the Township of Wyckoff that a contract has been awarded.
10. All bids must be enclosed and received in a sealed envelope and plainly marked on the outside "BID FOR RUSSELL FARMS COMMUNITY PARK IMPROVEMENTS." If a bidder utilizes delivery service, the outside envelope must state, "BID FOR RUSSELL FARMS COMMUNITY PARK IMPROVEMENTS." Any bids not labeled as specified and opened by Township staff shall not be considered for an award due to the bidder's failure to comply with this requirement.
11. Any questions regarding this bid should be referred to Mr. Robert J. Shannon, Jr., Township Administrator, Memorial Town Hall, 340 Franklin Avenue, Wyckoff, NJ 07481, Fax 201-891-9359.
12. During the performance of this contract:
 - (a) The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(s) provided that the said subsection shall be applied subject to the terms of subsection 3.4(s) of said regulations.
 - (b) The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time, and the contractor or sub-contractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.
13. The Township of Wyckoff awards contracts or rejects all bids within sixty (60) days. Exception to this schedule would be in accordance with N.J.S. 40A:11-24, which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed." All prospective bidders are advised of this schedule since bids must be firm when bid and must remain so for the sixty (60) days or longer if otherwise agreed to by the Township and the bidder.

Section I (continued)

14. The successful bidder will receive a Township of Wyckoff Purchase Order/contract which shall include all terms, conditions, and specification documents. No terms or conditions other than those set forth in the specifications shall be included in the Purchase Order/contract documents, nor will any form of contract submitted by the successful bidder be accepted by the Township of Wyckoff in lieu of the Township's form of contract.
15. THE SUCCESSFUL VENDOR SHALL NOT ASSIGN, CONVEY, TRANSFER, SUBLET OR OTHERWISE DISPOSE OF THE CONTRACT OR ANY PART AND/OR TO ANY OTHER PERSON, COMPANY OR CORPORATION WITHOUT THE PRIOR WRITTEN CONSENT OF THE TOWNSHIP COMMITTEE.
16. Property Damage: The Contractor shall be held responsible for all damages or injury done by those in his employ to a Township vehicle and equipment. The Contractor shall restore or repair, at his own expense, in a manner satisfactory to the owner, such property as was damaged by those in his employ during the execution of the project. In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the owner, the Township Administrator, may upon 48-hours notice to the Contractor, proceed to make such repairs or restore such property, that in his judgment has been injured or damaged by the Contractor or those in his employ, and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.
17. Insurance Requirements:
The Contractor shall be required to carry full insurance including comprehensive general liability; product liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicles and equipment used by the Contractor in connection with the Contractor's operations under the Contract. Said insurance, by endorsement, shall fully protect the Township from liability. Certificates designating the Township as an additional insured, and evidencing such insurance and coverage, shall be filed with the Township Clerk prior to the commencement of operations hereunder by the Contractor. Certificates said files shall further contain a statement which shall in effect say, "the limits requested represent minimum limits and in no way restrict your liability for any claims in excess of your policy limits."
The following Certificates of Insurance must be furnished with the following minimum limits:
 1. Workers' Compensation, Part Two - Statutory
 2. A) Comprehensive General Liability:
 - * Minimum limits: \$1,000,000 each occurrence combined single limit for bodily injury and property damage.
 - * \$2,000,000 general aggregate per location, per job
 - B) Coverage to include:
 - Premise/Operations
 - Independent Contractors
 - Products/Completed Operations
 - Contractual liability covering liability assumed under the indemnification provision contained in this agreement and deleting any third party beneficiary exclusion.
 - Personal Injury
 - Broad Form Property Damage including completed operation
 - Environmental liability at a limit of \$1,000,000
 - The Township of Wyckoff, its' officers and agents shall be designated as additional insureds
 - C) Comprehensive General Liability must be maintained for at least one (1) year after completion of the contract and its acceptance by the Township.
 - D) Umbrella Liability - \$5,000,000
3. Automobile Coverage:
Minimum limits: \$1,000,000 combined single limit covering:
Owned, hired and non-owned vehicles.

Section I (continued)

The Certificate of Insurance shall designate the Township of Wyckoff as an additional insured and shall contain a thirty (30) day, written notice of cancellation whereby the Township Clerk will be provided with a written notification of cancellation.

It is understood and agreed the Contractor is an independent Contractor and not an employee of the Township of Wyckoff.

Indemnification and Hold Harmless

The Contractor agrees to indemnify and hold harmless the Township, the Township Committee of the Township of Wyckoff and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind and nature, including attorneys' fees to which the Township may be put for on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under this Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.

The Contractor shall hold the Township of Wyckoff harmless for damages to the Contractor's equipment utilized during the term of this Contract.

18. Bids may be forwarded through the mail. However, the Township will not assume responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the specific room and place designated.
The Township shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Township shall not be responsible for bidders hand delivering bids who arrive late or to the wrong location.
19. THE SUCCESSFUL BIDDER WHOSE BID IS ACCEPTED WILL BE HELD RESPONSIBLE FOR ANY LOSS OR ERROR ARISING FROM HIS FAILURE OR MISUNDERSTANDING OF THE REQUIREMENTS LISTED IN THE SPECIFICATIONS.
20. The successful bidder will provide all necessary tools, equipment and power required to start and complete the job.
21. Bidders shall sign the attached Non-Collusion Affidavit.
22. The Contractor, by submitting a bid, attests to the fact that neither he nor she, his or her company, nor any sub-contractors are prohibited from receiving the award under N.J.S. A.34:11-56.38 (regarding State of New Jersey list of debarred contractors and sub-contractors).
23. Equal or tie bids. The Township of Wyckoff reserves the right to award at its discretion to any one of the tie bidders in any procedure it deems in the best interest of the Township of Wyckoff.
24. The Township is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax and local taxes.
25. Bid prices are to remain firm for a period of not less than sixty (60) days to allow the Township to determine the lowest bid that shall most economically serve the intentions of this bid.
26. Successful bidder shall indemnify and save and keep harmless the Township of Wyckoff against any and all claims for royalties, patent infringements or suits for information thereon which may be involved in the manufacture or use of the items to be furnished.
27. All equipment purchased by the Township of Wyckoff shall be non-proprietary.

Section I (continued)

28. Only manufactured and farm products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.
29. The Contractor shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
30. Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Wyckoff's Purchasing Agent's decision shall be final and conclusive.
31. Where the Township states a manufacturer's name, it is to be read as "or approved equal" and it is provided to advise bidders of the standard of the quality and an approved make of equipment. Any bidder bidding an alternative product shall ensure the unit proposed as an approved equal, at a minimum, meets the performance requirements and contains not less than specified requirements.
32. If the price bid is different in numbers and words, the price bid in words shall be determined as the official price bid.
33. Bidders shall not change or modify any of the Township of Wyckoff's requirements listed in this specification.
34. Any prospective bidder who wishes to challenge a bid specification may file such challenges in writing with the contracting agent (Township Administrator) no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a specification.
35. The provision or performance of goods or services under this specification and by the successful vendor, shall not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality.
36. Bids may be forwarded through the mail. However, the Township will not assume responsibility for those bids. It is the bidder's responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the specific room and place designated. The Township shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Township shall not be responsible for bidders' hand delivering bids who arrive late or to the wrong location.
37. If the bidder bids the price in numbers different from the price in words, the Township will consider the price in words as the bidders' price.
38. The successful bidder shall be required to sign and have notarized, the certification that the construction of all improvements was performed in accordance with the specification and within the time of the essence completion date of May 15, 2020. This certification shall accompany a payment voucher in order to be considered for payment.
39. Bidders are encouraged to visit the Russell Farms Community Park, 594 Russell Avenue and familiarize themselves with the work described in the specification.
40. "The Township Committee of the Township of Wyckoff reserves the right not to consider any bids in accordance with the law."
41. No official, employee or agent of the Township of Wyckoff is permitted to accept gift(s) from vendors or others conducting business with the Township of Wyckoff.

Section I (continued)

42. All materials or services furnished on a Purchase Order is specific and subject to Township inspection and approval within a reasonable time after delivery at the Wyckoff destination indicated on the Purchase Order. Materials or services other than those specified in this Purchase Order shall not be substituted without prior, written authority from the Wyckoff Township Administrator. Material rejected will be returned at the vendor's risk and expense
43. The Wyckoff Department Manager who received the item(s) or service(s) is required to sign the Purchase Order, certifying all items were received in full as listed on the Purchase Order.
44. The Township can only purchase materials, supplies, equipment and vehicles via a fully executed Township of Wyckoff Purchase Order. Employees or officials do not have the authority to purchase on behalf of the Township of Wyckoff
45. The Township of Wyckoff does not pay any late fees or interest charges.
46. Bidder shall not be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for the item shall not be considered because the bid is not responsive to the specification.
47. It will be understood that all bids are based upon the Township of Wyckoff specification. Bidder shall not type changes on bid specification forms.
48. The person signing and submitting a bid proposal for this specification certifies by the submission of this bid that they are authorized to act on behalf of the company or corporation submitting this bid.
49. Bidders shall include with their bid submitted, a list of five (5) similar projects in the last three (3) years. This list must include the project name, contact person name, company name and telephone number whom the Township can call as a reference.
50. The Township of Wyckoff shall require with a properly signed Township of Wyckoff Voucher, the certification from the contractor that the construction of the Russell Farms Community Park Improvements have been completed in accordance with the specifications. This certification shall be notarized and attached to the Township of Wyckoff Voucher for payment consideration.
51. Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Wyckoff's Purchasing Agent's decision shall be final and conclusive
52. The successful bidder will be required to comply with all applicable provisions of the NJ Public Employees Occupational Safety and Health Act, (NJAC 34:6A-25 et. Seq.), when providing any materials, supplies or services as a part of this contract.
53. 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 to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983 Chapter 315, "Worker and community Right to Know Act", subsection b, section 14. Further, all applicable Material Safety Data Sheets (MSDS), a/k/a Hazardous Substance Fact Sheet, must be furnished to the Township of Wyckoff.
54. Bidders will be responsible for any misunderstandings or the specifications and a Change Order shall be denied.
55. A Bid Bond is required. All bidders are directed to the section of this specification regarding the acceptable form of unconditioned bid bond.

Section I (continued)

56. Bidder should be aware of the following statutes that represent "Truth in Contracting: laws:
- NJSA 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.
 - NJSA 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.
 - NJSA 2C:27-11 provides that a 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.
 - Bidder should consult the statutes or legal counsel for further information.
57. In accordance with PL 2005, C.271, 3, any business entity that has received \$50,000. or more in a calendar year in public contracts with public entities, must file an annual disclosure statement with the NJ Election Law Enforcement Commission. The required disclosure statement, titled "The Business Entity Annual Statement" is available from www.elec.state.nj.us.
58. In accordance with NJSA 40A:11-41 disputes arising under this contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. If disputes arise, the Township of Wyckoff will designate the process of resolution. Nothing in this section shall prevent the Township of Wyckoff from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to PL, 1971, c. 198 (c. 40A:11-1 et seq). A request to invoke the alternate dispute resolution provision shall stay the prompt payment law requirement for the amount of the payment related directly to the dispute only.
59. Certified payroll reports in accordance with the New Jersey Prevailing Wage Act must accompany all payment request(s) for this project.
60. PREVAILING WAGE ACT – Prevailing wage rate determinations may be obtained from the New Jersey Department of Labor, by telephone, or at the Department of Labor website for Official Wage rate Determination. The address of this website is <https://snjpin.state.nj.us/pw/prevwage.html>

Each bidder shall read carefully and fully said published wage rates, and shall predicate and bid on said rates as minimum requirements. Submission of bid shall imply that Bidder has carefully inspected all said wage rates, that the Bidder is thoroughly familiar with all provisions of the Prevailing Wage Act and that should he be awarded a contract, he will fully comply with all provisions of the Prevailing Wage Act.

61. Public Works Contractors Registration Act (NJSA 34:11-56.48 et seq). All named contractors in a bid (including out of state contractors) must be registered with the NJ Department of Labor Division of Wage and Hour Compliance at the time bids are received by the Township.
- This law requires contractors to submit their Public Works Contractors Registration Act certificate after bids are received and prior to the Township Committee awarding a contract (NJSA 34:11-56.55).
 - Non-listed subcontractors do not have to be registered until they physically start the Wyckoff public work assigned to them.
 - The general contractor bidding on the public work is assigned the responsibility of providing to the Township Administrator his Public Works Contractors Registration Act Certificate and the certificates for all named contractors.
 - If the general contractor after five (5) calendar days after receiving a faxed notice to provide copies of the general contractors and any named contractors Public Works Contractors Registration Act certificate and fails to provide copies of certificates that were issued prior to receipt of bids, the bid shall be rejected as non-responsive and offered to the most eligible bidder.
 - The General Contractor shall provide the Township Administrator with certificates of all non-listed contractors at the time they physically start work.

Section I (continued)

62. **AMERICANS WITH DISABILITIES ACT OF 1990**
Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and understand that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.
63. **NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT**
The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with NJ Worker and Community Right to Know Law (NJSA 35:51 et seq., and NJAC 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.
64. **NON-COLLUSION AFFIDAVIT**
The affidavit shall be properly executed and submitted with the bid proposal.
65. This procurement is being performed in accordance with P.L. 2004 c 19 known as the Pay to Play Law, (Fair and open process).
66. The apparent low bidder shall be responsible to submit to the Township of Wyckoff Administrator the following documents after the bid opening and when they are notified that they are the apparent low bidder and before a contract award date.
- In accordance with PL 2009, c. 315, a Business Registration Certificate (BRC) issued by the NJ Department of Treasury, Division of Revenue.
 - The apparent low bidder shall be responsible for providing to the Wyckoff Administrator an Affirmative Action 302 form after notification that they are the apparent low bidder and prior to the contract award date.
 - The apparent low bidder shall provide the Wyckoff Administrator with a copy of its current Public Works Contractors Registration Act Certificate prior to the contract award date.
67. It is the policy of the Township Committee of the Township of Wyckoff that all contractors, vendors or entities performing work or service that could otherwise be performed by the Township of Wyckoff to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act.
Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.
68. In accordance with NJSA 2A:44-128b, the Township of Wyckoff charges an inquiry fee for information contained in the written notice to the Township regarding written notices filed in accordance with the municipal mechanics lien law. The file is available Monday through Friday 9:30 am to 4 pm. the fee to reproduce copies of any written notices of mechanics liens shall be in accordance with the Open Public Records Law.

BIDDERS – PLEASE READ THOROUGHLY

69. This procurement requires that bidders provide an; Unconditioned Bid Surety. An acceptable form of an Unconditioned Bid Surety has been provided to assist bidders and their insurance professionals by providing an example of acceptable language. Any other form that is limiting or potentially limiting, shall be considered non-responsive to the bid specifications and shall result in the bid not being considered for an award as a non-responsive bid. Bidder's attention is drawn and directed to the language on the sample form of Unconditioned Bid Bond.

Section I (continued)

70. The Township of Wyckoff requests bidder's lowest unit prices for the work detailed in these specifications. Bidders lowest price SHALL NOT include any pricing for donations, contributions to fundraisers, etc., or anything else. The Township of Wyckoff requests bidder's lowest unit pricing for the work described in these specifications.
71. In accordance with NJAC 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
72. Prompt Payment Law.
Township of Wyckoff's Compliance with Public Law of 2006, Chapter 96, known as the "Prompt Payment Law."
This law applies to public and private construction contracts regardless of the amount of the contract. In accordance with the law, the Township of Wyckoff has established the following definitions to comply with the thirty (30) day payment compliance requirement.

DEFINITIONS:

The Township of Wyckoff utilizes the Alternate Method for payment of claims in accordance with the Prompt Payment Law.

"Township of Wyckoff complete voucher" is defined as the Township's voucher portion of its Purchase Order signed by the contractor with attached, detailed information to clearly list unit prices and the number of unit(s) provided, services provided, percentage of completion of the total contract and prevailing wage payroll compliance report (where applicable).

"Billing Date Starts" the date a "Township of Wyckoff complete voucher" is submitted to the Accounts Payable Clerk in the Tax Office of Wyckoff Town Hall. This billing date shall be used for periodic payments, final payment and retainage monies.

The Payment Cycle is the attached list of dates the Township Committee of the Township of Wyckoff will consider claims for payment. Payment shall be mailed to the contractor no later than five (5) days after the Township Committee approves payment. *

A request to invoke the alternate dispute resolution provision shall stay the Prompt Payment Law requirement for the amount of the payment related directly to the dispute only.

PROCESS

- All "Township of Wyckoff complete vouchers" shall be provided to the Accounts Payable Clerk in the Tax Office, Town Hall, 340 Franklin Avenue, Wyckoff, NJ 07481 for the "Billing Date Starts" for compliance with the NJ Prompt Payment Law. Any demand for payment (in whatever form), given to the Township Consulting Engineer shall not trigger the "Billing Date Starts."
- Contractors are advised that any demand given to the Township Consulting Engineer shall not start the "Billing Date Start."
- If the contractor submits a Township of Wyckoff voucher which is, in fact, incomplete; the "Billing Date Starts" re-starts when the contractor submits a "Township of Wyckoff complete voucher."

2020 PROMPT PAYMENT "TOWNSHIP OF WYCKOFF"

COMPLETE VOUCHER" DUE DATE LIST

EFFECTIVE SEPT. 1, 2006 GOVERNOR CORZINE SIGNED THE PROMPT PAYMENT LAW P.L. 2006 C. 96 STATING THAT CONSTRUCTION SERVICES BE PAID ON A TIMELY, ESTABLISHED SCHEDULE

SCHEDULE FOR TOWNSHIP COMMITTEE MEETINGS INCLUDING DATES IN WHICH "TOWNSHIP OF WYCKOFF COMPLETE VOUCHER PAYMENTS" DUE FOR PAYMENT

TOWNSHIP OF WYCKOFF COMPLETE VOUCHER DUE DATE:

DUE DATE TO THE ACCOUNTS PAYABLE

PAYMENT AUTHORIZATION DATE:

Tuesday, January 14, 2020
Tuesday, February 4, 2020
Tuesday, February 18, 2020
Tuesday, March 3, 2020
Tuesday, March 17, 2020
Tuesday, April 7, 2020
Tuesday, April 21, 2020
Tuesday, May 5, 2020
Tuesday, May 19, 2020
Thursday, June 4, 2020
Tuesday, June 16, 2020

Tuesday, July 7, 2020
Tuesday, July 21, 2020
Tuesday, August 4, 2020
Tuesday, September 1, 2020
Tuesday, September 15, 2020
Tuesday, October 6, 2020
Tuesday, October 20, 2020
Thursday, November 5, 2020
Monday, November 16, 2020
Tuesday, December 1, 2020
Tuesday, December 15, 2020

CLERK BY NOON:

Wednesday, January 8, 2020
Wednesday, January 29, 2020
Tuesday, February 11, 2020
Wednesday, February 26, 2020
Wednesday, March 11, 2020
Wednesday, April 1, 2020
Wednesday, April 15, 2020
Wednesday, April 29, 2020
Wednesday, May 13, 2020
Wednesday, May 27, 2020
Wednesday, June 10, 2020
Tuesday, June 30, 2020
Wednesday, July 15, 2020
Wednesday, July 29, 2020
Wednesday, August 26, 2020
Wednesday, September 9, 2020
Wednesday, September 30, 2020
Wednesday, October 14, 2020
Wednesday, October 28, 2020
Tuesday, November 10, 2020
Tuesday, November 24, 2020
Wednesday, December 9, 2020

PLEASE NOTE DUE DATES

THE TOWNSHIP OF WYCKOFF UTILIZED THE **ALTERNATE METHOD** FOR PAYMENT OF CLAIMS IN ACCORDANCE WITH THE PROMPT PAYMENT LAW.

A. **"TOWNSHIP OF WYCKOFF COMPLETE VOUCHER"** IS DEFINED AS THE TOWNSHIP'S VOUCHER PORTION OF ITS PURCHASE ORDER SIGNED BY THE CONTRACTOR WITH ATTACHED, DETAILED INFORMATION TO CLEARLY LIST UNIT PRICES AND THE NUMBER OF UNIT(S) PROVIDED, SERVICES PROVIDED, PERCENTAGE OF COMPLETION OF THE TOTAL CONTRACT AND PREVAILING WAGE PAYROLL COMPLIANCE REPORT (Where Applicable)

B. **"BILLING DATE STARTS"** THE DATE A TOWNSHIP OF WYCKOFF COMPLETE VOUCHER IS SUBMITTED TO THE ACCOUNTS PAYABLE CLERK IN THE TAX OFFICE OF WYCKOFF TOWN HALL. THIS BILLING DATE SHALL BE USED FOR PERIODIC PAYMENTS, FINAL PAYMENT AND RETAINAGE MONIES.

C. **"THE PAYMENT CYCLE"** IS THE ATTACHED LIST OF DATES THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WYCKOFF WILL CONSIDER CLAIMS FOR PAYMENT. PAYMENT SHALL BE MAILED TO THE CONTRACTOR NO LATER THAN FIVE (5) DAYS AFTER THE TOWNSHIP COMMITTEE APPROVES PAYMENT.

Section I (continued)

73. The successful bidder shall begin work on the start work date required in the specification and the successful bidder shall remain in Wyckoff performing the work until all the work is completely complete. The successful bidder shall not be allowed to stop work in Wyckoff and begin work in another municipality or for a private client until the work required in this specification is completed.
74. Standardized Changed Condition Clauses:

I. Differing Site Conditions:

The law defines “differing site conditions” as the physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

All construction contracts must include the following differing site conditions provisions:

- If the contractor encounters differing site conditions during the progress of the contract work, the contractor must promptly provide written notification to the contracting unit of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area
- Upon receipt of differing site conditions written notice or upon the contracting unit otherwise learning of differing site conditions, the contracting unit must promptly undertake an investigation to determine whether differing site conditions are present.
- If the contracting unit determines that different site conditions may result in additional cost or delays, the contracting unit shall provide prompt written notification to the contractor containing directions on how to proceed.
 - The contracting unit must make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
 - If both parties agree to the contracting unit’s investigation and directions decrease the contractor’s costs or time, the contracting unit is entitled to fair and equitable downward adjustment to the contract and price
 - If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit must notify the contractor, in writing, and the contractor must resume performance of the contract, and be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
- Contract execution by the contractor constitutes a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

II. “Suspension of Work”

Contract must include the following suspension of work provisions:

- The contracting unit must provide advance written notice to the contractor of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
- If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit’s control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work.

Section I (continued)

- The notice must include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit.
- Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
- Upon receipt of the contractor's suspension of work notice, the contracting unit must promptly evaluate the contractor's notice and promptly advise, in writing, the contractor of its determination on how to proceed.
 - If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit must make a fair and equitable upward adjustment to the contract price and contract completion date.
 - If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work and is entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
- Failure of the contractor to provide timely notice of a suspension of work will result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

III. "Change in Character of Work"

The law defines "material change" as a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date or both.

Contract must include the following material change provisions:

- If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor must notify the contracting unit in writing. The contractor must continue to perform all work on the project that is not the subject of the notice.
- Upon receipt of the contractor's change in character notice the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit must make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.
- If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor must continue the performance of all contract work and is entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

Section I (continued)

IV. “Change in Quantity”

The law defines “bid proposal quantity” as the quantity indicated in the bid proposal less the quantities designated in the project plans as “if and where directed.”

Contract must include the following change in quantity provisions:

- Contracting unit may increase or decrease the quantity of work to be performed by the contractor
- If the quantity of a pay item:
 - Is cumulatively increased or decreased by 20% or less from the bid proposal quantity, the quantity change is considered a minor change in quantity.
 - The contracting unit must make payment for the quantity of the pay item performed at the bid price for the pay item
 - Is cumulatively increased or decreased by more than 20% from the bid proposal quantity, the quantity change is considered a major change in quantity.
- For major increase:
 - the contracting unit or the contractor may request to renegotiate the price for the quantity in excess of 120% of the bid proposal.
 - If mutual agreement cannot be reached the contracting unit must pay the actual cost plus an additional 10% for overhead and additional 10% for profit **unless otherwise specified in the original bid.**
- For major decrease:
 - The contracting unit or the contractor may request to renegotiate the price for the quantity of work performed
 - If mutual agreement cannot be reached the contracting unit must pay the actual cost plus an additional 10% for overhead and additional 10% for profit **unless otherwise specified in the original bid.** Provided that the contracting unit does not make a payment in an amount that exceeds 80% of the value of the bid price multiplied by the bid proposal quantity.

Section I (continued)

75. 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.

76. Payment shall be made after:

- 1) The Township Inspector, Mr. Fisher reviews and verifies tabulated totals for all work.
- 2) Receipt of Prevailing Wage Reports and the Township form – “CERTIFICATION THAT THE PROJECT WAS PERFORMED IN ACCORDANCE WITH THE SPECIFICATION.”
- 3) A signed Township of Wyckoff voucher with the aforementioned items will be submitted to the Township Committee and considered for approval at a Township Committee public meeting where a bill list is considered, typically held on either the first or third Tuesday of the month.
- 4) After Township Committee approval, a check will be available at 1:00 pm on the day after the voucher with all supporting documents was approved.

77. TIME OF ESSENCE PROJECT STATUS

This work is a time-of-essence project as the funding for the project will expire. Bidders recognize this work is required to be performed and completed within the specified deadline so the Township does not lose the project funding. All bidders whom submit a bid do so recognizing and agreeing to perform the work as described below and the liquidated damages that will result should they be awarded a contract and fail to completely complete (not substantially complete) the work as specified and within the deadline.

78. LIQUIDATED DAMAGES

In order to be fair to all bidders, a uniform not to exceed completion period for the work from Friday, March 20, 2020, through Friday May 15, 2020 has been established to complete all work in this specification. Liquidated damages (not a penalty) shall be charged for failure to complete the work within the time duration provided which ends on Friday, May 15, 2020 as allowed in NJSA 40A:11-19. Therefore, bidders shall include in their bid prices, the cost to comply with this working day period. Liquidated damages of \$48,000 shall be charged which is the amount of the grant the Township will lose if the work is not completely complete by Friday, May 15, 2020. The Township shall deduct and retain from any money due or to become due hereinunder the amount of the liquidated damages. All bidders shall plan for inclement weather to ensure that they can meet the deadline. Bidders shall consider this time-of-essence status in submitting their bids. Any bidder stating exceptions to this deadline shall be considered a non-responsive bid and shall not be considered for an award.

ATTACHMENT #1
N.J.S.A. 10:5-31 and N.J.A.C.17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
(Mandatory Affirmative Action Language)

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment 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 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, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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.

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 (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 subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

ATTACHMENT 2
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

TOWNSHIP OF WYCKOFF CIVIL RIGHTS POLICY

It is the policy of the Township Committee of the Township of Wyckoff that all contractors, vendors or entities performing work or service that could otherwise be performed by the Township of Wyckoff to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act.

Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

(REVISED 4/10)

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. 17:27-1.1 et seq.**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 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 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 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 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 targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

EXHIBIT B (Cont)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. 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 affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, 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 that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met 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:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, 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;

EXHIBIT B (Cont)

- (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;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) 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 in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. 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 Dept. of LWD, Construction EEO Monitoring Program. 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.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) 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 Dept. of LWD, Construction EEO Monitoring Program.
- (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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (Cont)

(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 targeted 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 Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, 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 Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Section II – TECHNICAL REQUIREMENTS

1. The Township of Wyckoff has provided the attached three drawings and specifications to provide bidders with the requirements to construct a sensory garden and an “industrial grade” electric irrigation system with highest quality materials or approved equal to irrigate the area of the park. Best practices of trades shall be utilized to complete this work.

2. The attached drawing, titled “Garden Plan”, depicts the construction details for the construction of the sensory garden, Bidders shall provide all materials, plants and equipment to perform and complete this improvement. The successful bidder will be required to construct the Sensory Garden as per the attached Garden Plan. Any deviations or changes to the plan must first be reviewed and approved by Scott Fisher, the Project Inspector.

2A. RUSSELL FARMS COMMUNITY PARK GARDEN CONSTRUCTION PLAN AS PER ENCLOSED DRAWING, “GARDEN PLAN”

Raised Planter/Seat Plan

- 4 planters 18” Height. (Typical) – 231 Square Feet
- Interlocking Wall Block with Cap
- Successful bidder will be required to fill each planter box with a minimum of 8” of screened topsoil and peat moss in which all plants will be planted in.
- All planters will be topped with a minimum of two inches of cedar chip wood mulch
- All plant materials will be backed by a two-year replacement warranty for any plant that does not survive during this period.
- All Sensory Garden planters will have proper irrigation installed to ensure proper plant growth.
- All raised planter walls will be constructed atop a minimum 12” of compacted DGA (Dense Grade Aggregate) stone sub-base to support each planter wall. Planter walls will be a maximum of 18” above finish grade with 1 and ½ wall block below grade. Planter walls will be backfilled with a ¾ “ clean stone.

Paver Entry

- Paver A with Border as per Garden Plan
- Random Rectangles as Border and Apron – 229 Square Feet
- Paver entries and Court area shall be constructed atop a minimum of 4” of compacted ¾” clean stone and a minimum 2” of ¼” chip stone. Paver stones shall be finished with sand swept joints.

Paver Court Area

- Irregular Shaped Pavers as per Garden Plan
- Paver B – 438 Square Feet

Granite Curb / Edge

- (Typical) – 124 Linear Feet
- Granite block curbing will be set in an 8” concrete footing over a minimum 6” DGA (Dense Grade Aggregate) stone subgrade.

Section II Continued

2B. RUSSELL FARMS COMMUNITY PARK SENSORY GARDEN CONSTRUCTION PLAN AS PER ENCLOSED DRAWING, "GARDEN PLAN"

Sense of Smell

- Carpet Rose
1 @ 3 Gal.
- Lilac 'Palabin'
Tree Form – 3-4'
- Lavendar 'Munstead'
8 @ 1 Gal.
- Lemon Tyme
8 @ 1 Gal.
- Sweet Alyssum
8 @ 1 Gal.
- Russian Sage 'Little Spires'
2 @ 1 Gal.
- Peony 'Itoh'
2 @ 1 Gal.
- Dianthus 'First Scent'
6 @ 1 Gal.

Sense of Sight – Color

- Blue Globe Spruce
1 @ 36 – 42"
- Barberry 'Orange Rocket'
3 @ 3 Gal.
- Gold mop Cypress
1 @ 3 Gal.
- Big Blue Sea Holly
6 @ 1 Gal.
- Sedum 'Red Carpet'
8 @ 1 Gal.
- Heuchera 'Plum Pudding'
12 @ 1 Gal.
- Heuchera 'Marmelade'
6 @ 1 Gal.
- Hosta 'June'
6 @ 1 Gal.
- Japanese Painted Fern
18 @ 1 Gal.
- Golden Creeping Jenny
9 @ 1 Gal.

Section II Continued

Sense of Sound

- Birch 'Heritage'
Single Stem 1 @ 6-7'
- Wind Chimes/Sculptures
- Dwarf Fountain Grass
4 @ 3 Gal.
- Groundcover
Ajuga 'Burgundy Glow'
24 @ 1 Gal.

Sense of Sight – Shape

- Contorted Filbert
1 @ 2-3"
- Corkscrew Rush
4 @ 1 Gal.
- Topiary specimen
1 @ 3-4'
- Liatris 'Kobar'
3 @ 1 Gal.
- Variegated Iris
6 @ 1 Gal.
- Golden Carex
12 @ 1 Gal.
- Heuchera 'Silver Scrolls'
21 @ 1 Gal.
- Big Blue Sea Holly
6 @ 1 Gal.
- Vinca 'Bowles'
16 @ 1 Gal.

Sense of Touch

- Dwarf White Pine
1 @ 36 – 42"
- Garden Juniper
2 @ 3 Gal.
- Blue Fescue
12 @ 3 Gal.
- Switch Grass
3 @ 3 Gal.
- Prickly Pear Cactus
6 @ 1 Gal.
- Lamb's Ear 'Silver Carpet'
10 @ 1 Gal.
- Ground Cover Sedum
Assorted – 27 @ 1 Gal.

Section II Continued

2C. All Plants shall be provided hearty, robust and in good health and not in a state of decline.

2D. The Township Public Works Manager shall act as the Project Inspector. A site map has been provided to show the approximate location of the Sensory Garden. The exact location of the Sensory Garden will be determined in the field with the project inspector upon the award of a contract to a successful low bidder.

3. The attached drawing, titled, "IRRIGATION SCHEDULE" depicts the construction and material details for the irrigation system. The Township has provided the plan as a guide for the type of work that is required to complete the project. Bidders shall provide all materials as specified. The Township has specified "industrial grade" materials for long life and durability for a taxpayer funded park. Lesser quality materials are non-responsive to the specifications and if proposed shall be considered a "material defect" and not considered for an award. Where the Township states a manufacturer's name, it is to be read as "or approved equal" and it is provided to advise bidders of the standard of the quality and an approved make of equipment. Any bidder bidding an alternative product shall document the unit proposed as an approved equal, at a minimum, meets the performance requirements and contains not less than specified requirements.

3A. Bidders are encouraged to familiarize themselves with the park and in submitting a bid, they acknowledge the bidder shall perform all work to make the irrigation system they construct operational with the on-site existing well source located in the red shed on the upper portion of the park.

3B. RUSSELL FARMS COMMUNITY PARK IRRIGATION PLAN & SCHEDULE

Irrigation Plan

1. All work is to be in compliance with all municipal ordinances and codes.
2. All underground electrical connections are to be made with 3-M wire connectors, DBY.
3. All remote-control valves are to be installed in valve boxes of appropriate size.
4. All control wiring downstream of the controller is to be 2-wire, UL approved for direct bury.
5. All rotors and spray pop-ups shall be installed on swing pipe.
6. All QCV shall be installed on 3-elbow PVC swing joints.
7. System design based upon 20 GPM @ 60 PSI.
8. Any changes in availability of supply should be noted and modifications to the design should be made.
9. Contractor to verify water pressure and availability prior to installation.
10. The location of all irrigation is diagrammatic and subject to field verification.
11. Any irrigation piping shown outside of curbs for clarity only.
12. 120V to controller and copper stub, by other than irrigation contractor.
13. A booster pump is required if system does not meet the design pressure.
14. The contractor is responsible for their own material take off.

Irrigation Schedule

<u>Manufacturer/Model</u>	<u>QTY</u>
Hunter PROS-04 5' strip spray	25
Hunter PROS-04 8' radius	6
Hunter PROS-04 10' radius	14
Hunter PROS-04 12' radius	34
Hunter PROS-04 15' radius	69
Hunter MP1000 PROS-04-PRS40-CV	14
Hunter MP2000 PROS-04-PRS40-CV	61

Section II Continued

<u>Manufacturer/Model</u>	<u>QTY</u>
Hunter PGP-ADJ	10
Hunter PGP-ADJ	97
Hunter PGP-ADJ-LA	2
Hunter PGP-ADJ-LA	21
Hunter PGP-ADJ-LA	2

<u>Manufacturer/Model</u>	<u>QTY</u>
Hunter PCZ-101-40 1" w/Dual-1 Decoder 1"	1
Netafim TLDL-06-18 Drip Ring (20 l.f.)	48
Netafim TLDL-06-18 Serpentine Dripline	207.0 linear foot

<u>Manufacturer/Model</u>	<u>QTY</u>
Hunter PGV-101G 1" w/Dual-1 Decoder 1"	40
Hunter HQ-44RC 1"	1
Shut Off Valve – Sized to Mainline	2
Zurn 975XL 1-1/2" (Existing) 1 1/2"	1
Hunter DUAL48M	1
Hunter WR-CLIK	1
Point of Connection 1 1/2"	1
Irrigation Lateral Line: PVC Class 200 SDR 21 1"	8,244 linear foot
Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/2"	556.2 linear foot
Irrigation Mainline: PVC Class 200 SDR 21 1/2"	1,819 linear foot
Pipe Sleeve: PVC Schedule 40 2"	31.7 linear foot
Pipe Sleeve: PVC Schedule 40 4"	29.9 linear foot
Pipe Sleeve: PVC Schedule 40 6"	30.2 linear foot

4. The Township requests prices for the provision, delivery and installation of four (4) mature deciduous October Glory 4" to 4.5" caliper trees. The Township's DPW Manager shall mark the locations where the trees are to be planted. This item shall be listed as ALTERNATE ITEM #1.

5. Bidders recognize the Time of Essence clause (#77) and the Liquidated Damages clause (#78) in Section 1 of the specifications. This project is funded by a grant and if the work required in this specification is not completely complete by May 15, 2020, the Township of Wyckoff will not receive the grant reimbursement of \$48,000. This is the nexus to the Township's \$48,000 liquidated damage amount. If the successful bidder fails to complete the improvement(s) on time, \$48,000 shall be deducted from the successful bidder's payment. Bidders recognize this requirement and the fact that when they submit a bid, they are agreeing to comply with this requirement and the consequence if they fail to completely complete the work by May 15, 2020.

Section II Continued

5. DEFECTIVE WORK REQUIREMENTS

6A. The contractor shall promptly replace and re-execute any work found to be defective by the Township Inspector prior to any payment. Contractor shall not be relieved of the obligation to correct defective work even though such work may have been previously inspected.

6B. If contractor fails or neglects to replace any defective work within twenty-four (24) hours after written notice, the Township may cause such defective work to be replaced and the expense thereof shall be deducted from the amount to be paid to the contractor. An itemized list of expenses incurred by the Township shall be submitted to the contractor with the next payment.

6. EQUIPMENT STORAGE REQUIREMENTS

7A. The Contractor is solely responsible for all equipment while working within the Township of Wyckoff Russell Farms Community Park.

7B. At the end of each work day, the Township Inspector will coordinate with the contractor to determine a safe location for the storage of equipment overnight.

7C. The contractor is responsible to supply all safety devices, i.e. orange barrels, cones and signs that will be placed around equipment which is stored overnight in the park.

7D. The Township of Wyckoff is not responsible for the safety of the contractor's equipment.

7. QUALITY OF MATERIAL

8A. The Township Inspector shall, at his discretion, reject any material that he feels is defective and should not be placed as part of this project.

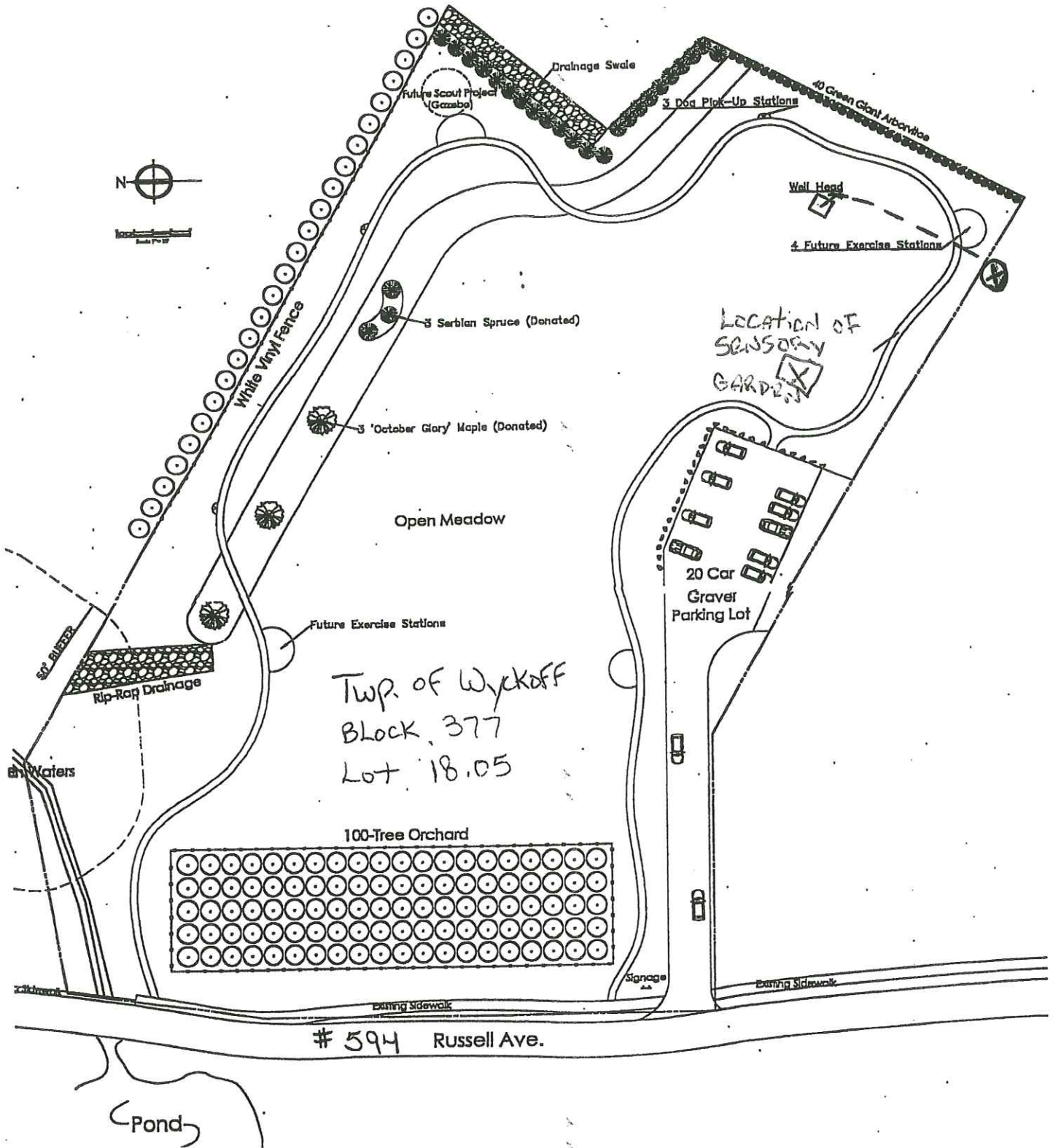
8. The successful bidder shall be responsible for the clean up and removal of all construction debris from the driveway and lawn surfaces daily.

9. PROJECT TIME FRAME / HOURS OF WORK

10A. Monday to Friday, 7:00 am – 6:00 pm. Saturdays 8:00 am – 5:00 pm.

10B. The work contemplated under this contract shall begin once all contracts have been signed and a Pre-Construction site meeting has been conducted. All work shall be completely complete on or before May 15, 2020.

SITE MAP



BID BOND

THE UNDERSIGNED BIDDER, as the "Principal", and the undersigned Surety, as the "Surety", a corporation duly authorized to transact business in the State of New Jersey, are held and firmly bound unto the

The Township of Wyckoff, as the ("Owner")
for the full and just sum of

TEN PERCENT (10%) OF THE BID PRICE, NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000)

The payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly, and severally, and firmly by the covenants herein.

The condition of the above obligation is such that whereas the Principal has submitted a bid to the Owner to perform certain work described in the Bidding Documents entitled:

RUSSELL FARMS COMMUNITY PARK IMPROVEMENTS

NOW, THEREFORE, if said bid shall be rejected, or, in the alternative, if said bid shall be accepted and the Principal shall deliver a properly and timely completed contract and performance and payment security, all in the form and manner required by the bidding documents and specifications and governing law,

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 claims hereunder shall in no event exceed the penal amount of this obligation.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall in no way be impaired or affected by an extension of the time within which the Owner may accept or award a bid; and said Surety hereby waives notice of any said extension.

On this ___ day of _____ 20___, the Principal and Surety hereby bind themselves herein:

For the Principal:

For the Surety:

(Name of Bidder)

(Name of Surety)

(Printed/Typed Name of Bidder's Authorized Representative)

(Printed/Typed Name of Surety's Attorney-in-Fact)

(Signature of Bidder's Authorized Representative)

(Signature of Surety's Attorney-in-Fact)

(Surety Contact & Phone No.)

Attach and Submit with the Bid Bond a Power of Attorney for the Attorney-in-Fact which is currently dated and valid for the entire amount of the bid.

Note: Bidders must use this form or its legal equivalent, conforming to the N.J.S.A. 40A:11-21 Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to say amount less than 10% of the bid price not to exceed \$20,000 (such as forms of bond that limit the penal sum to the difference between the bid price and the Owner's cost of the Work), will be considered non-responsive to the bid specification and not considered for an award.

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 law on my oath depose and say that:

I am _____

Of
The
firm of _____

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that 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 Township of Wyckoff relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

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

(Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

Day of _____ 20____.

Notary Public of

My commission expires:

29

STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information shall render the bid proposal unresponsive and it will not be considered for an award.

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

(Please attach additional sheets in the below format if more space is needed):

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

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Township of Wyckoff* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Township of Wyckoff* to notify the *Township of Wyckoff, Municipal Administrator*, in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *Township of Wyckoff* to declare any contract(s) resulting from this certification void and unenforceable.

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

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS

TOWNSHIP OF WYCKOFF

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revision, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of this notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick up, etc.)	Date Received

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
Page 1 of 2

Bid name: **RUSSELL FARMS COMMUNITY PARK IMPROVEMENTS**

Bid Due Date: **WEDNESDAY, MARCH 11, 2020**

Bidder Name: _____

PART 1:

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

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

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

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of Wyckoff under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2 is required to be completed if both certification boxes in PART 1 were not certified.

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, engaged in the investment activities in Iran outlined above be completing the section below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

PART 3: CERTIFICATION SIGNATURE:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the **Township of Wyckoff** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of Wyckoff** to notify the **Township of Wyckoff** in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of Wyckoff** and that the **Township of Wyckoff** at its option may declare any contract(s) resulting from this certification void and unenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to be responsive to the specifications. Failure to complete Parts 1 and 3 or Parts 2 and 3 will render the bid non-responsive and the bid shall not be considered for an award.

Signature

Print Name

Title

Date



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. Amona
2. Bank Markazi Iran (Central Bank of Iran)
3. Bank Mellat
4. Bank Melli Iran
5. Bank Saderat PLC
6. Bank Sepah
7. Bank Tejarat
8. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
9. China National Offshore Oil Corporation (CNOOC)
10. China National Petroleum Corporation (CNPC)
11. China National United Oil Corporation (ChinaOil)
12. China Petroleum & Chemical Corporation (Sinopec)
13. China Precision Machinery Import-Export Corp. (CPMIEC)
14. Indian Oil Corporation
15. Kingdream PLC
16. Naftiran Intertrade Company (NICO)
17. National Iranian Tanker Company (NITC)
18. Oil and Natural Gas Corporation (ONGC)
19. Oil India Limited
20. Persia International Bank
21. Petroleos de Venezuela (PDVSA Petróleo, SA)
22. PetroChina Company, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong Fin Cnc Machine Company, Ltd.
25. Sinohydro Co., Ltd.
26. SKS Ventures
27. Som Petrol AS
28. Zhuhai Zhenrong Company

List Date: July 30, 2019

**BIDDER'S LIST OF FIVE (5) COMPARATIVE IMPROVEMENT
PROJECTS THAT THE BIDDER HAS COMPLETED
IN THE PAST THREE (3) YEARS**

List Entity Project Name for each of five (5) projects performed in the past three (3) years.
Clearly state the following:

- A. Name of Project, description of improvements constructed, and the month(s) and year the work was performed and completed.
- B. Entity for which the work was performed.
- C. The contact person for the entity which contracted for the comparative improvement projects. (The contact person must still be in the entity's employ and knowledgeable on the contractor's performance constructing the comparable improvement and willing to discuss it with the Township).
- D. Provide the contact person's name, title, complete telephone number and complete email address.

**CERTIFICATION THAT THE CONSTRUCTION OF
THE RUSSELL FARMS COMMUNITY PARK IMPROVEMENTS
ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE SPECIFICATIONS**

I certify that the construction of the work in the specification is in compliance with all of the requirements of the specifications dated FEBRUARY 28, 2020.

COMPANY

Address

President/Owner

Signature of President/Owner

Telephone

Email

Sworn to and subscribed
Before me on the ____ day
Of _____, 20____.

NOTARY

My commission expires on: _____

Section III

BID PROPOSAL
(Page 1 of 4)

The undersigned, having read and carefully reviewed the Notice to Bidders, Instruction to Bidders & Technical Specifications, hereby agree to perform the work in accordance with the specifications.

THE UNDERSIGNED BIDDER HEREBY REPRESENTS TO THE TOWNSHIP OF WYCKOFF THAT HE HAS NOT DISCUSSED, COMPARED OR DISCLOSED HIS BID WITH ANY, OR TO ANY OTHER BIDDER AND THAT THIS BID IS NOT IN ANY WAY DIRECTLY OR INDIRECTLY THE RESULT OF ANY FRAUD OR COLLUSION.

BASE BID:

FURNISHING ALL MATERIALS AND CONSTRUCTION OF ALL IMPROVEMENTS AT RUSSELL FARMS COMMUNITY PARK, 594 RUSSELL AVENUE, WYCKOFF, NEW JERSEY IN ACCORDANCE WITH THE SPECIFICATIONS AND WITHIN THE TIME OF ESSENCE COMPLETION DATE OF MAY 15, 2020.

\$ _____
Total Price in Numbers

Total Price in Words

ALTERNATE #1:

PROVISION, DELIVERY & INSTALLATION OF FOUR (4) MATURE DECIDUOUS OCTOBER GLORY 4" TO 4.5" CALIPER TREES IN ACCORDANCE WITH SPECIFICATIONS AND WITHIN THE TIME OF ESSENCE COMPLETION DATE OF MAY 15, 2020.

\$ _____
Total Price in Numbers

Total Price in Words

Section III (continued)
BID PROPOSAL (Page 2 of 4)

Prices bid net exclusive of all use, sales and excise taxes and must include all transportation, deliver and unloading costs, debris removal, and fully prepaid F.O.B. destination – Russell Farms Community Park, 594 Russell Avenue, Wyckoff, New Jersey, 07481. The registered Federal excise number for the Township of Wyckoff is IRS #22-600-2425.

Bidder's Tax ID # _____

ANY EXCEPTIONS TAKEN?

Yes _____ No _____
If Yes, have you attached them to your Bid Proposal?
Yes _____ No _____

Respectfully submitted,

Name of Corporation or Partnership (Print or Type)

Address

Telephone # Fax#

Email

SIGNATURE

Date

Print or Type Name and Title

**Prices bid shall be firm, net exclusive of all use, sales and excise taxes. The Registered Federal Excise Number for the Township of Wyckoff is IRS# 22-600-2425.

Section III (continued)
BID PROPOSAL (Page 3 of 4)
(When a Bidder is a Corporation)

CORPORATE RESOLUTION

BE IT RESOLVED, that the _____ of this Corporation is hereby authorized and empowered to execute, acknowledge and deliver such documentation, instruments and papers and perform such acts as may be legally, property and reasonably required or necessary for the purpose of submitting a bid to the TOWNSHIP OF WYCKOFF in accordance with bid specifications for:

RUSSELL FARMS COMMUNITY PARK IMPROVEMENTS

I, SECRETARY of _____ a

CORPORATION of the State of _____, hereby certify

That the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and as was

Duly and legally adopted at a meeting of the Board of Directors of the Corporation called for that purpose and

Held on _____, 2020, pursuant to and in accordance with the Certificate

Of Incorporation and by-laws thereof; that it has been not modified, amended or rescinded and is in full force and

effect as of the date hereof.

DATED: _____, 2020

SECRETARY

Section III (continued)
BID PROPOSAL (Page 4 of 4)
(when Bidder is an Entity other than a Corporation)

CERTIFICATION WHEN A BIDDER IS OTHER THAN A CORPORATION

State of _____

County of _____

I,

(Print Name)

certify that I am the _____
(State Title)

Of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

(Signature of Bidder)

(Date)

NOTARY:

Subscribed and sworn to before me

At _____

This _____ day of _____, 2020

(Notary Public)

Commission expires: _____

**TOWNSHIP OF WYCKOFF
BID SUBMISSION CHECK LIST**

This check list is provided to assist bidders with submitting a bid which includes the items required for a bid to be responsive to the bid specifications. If a bidder fails to include any of these requirements in their submitted bid, the bid is non-responsive to the bid specification and cannot be considered for a contract award.

The Township of Wyckoff requires the following documents to be included with this construction bid. Bidders shall initial in the Column at the far right that the bidder has submitted each requirement in their sealed bid.

Required with
Submission of Bid
(owner's checkmarks)

Initial each item
submitted with Bid
(Bidder's initials)

X	An unconditional Bid Guarantee as required by N.J.S.A. 40A:11-21	
X	A statement of individuals owning 10% or more of stock or interest in bidder's business entity, pursuant to N.J.S.A. 52:25-24.2	
X	Bidder's acknowledgment of receipt of changes to the bid document	
X	Non-Collusion Affidavit	
X	Certification – Disclosure of Investment activities in Iran	
X	List of five (5) comparable improvement projects completed in the last three (3) years.	
X	Proposal Pages with prices clearly stated and signature of bidder's representative (Bid Proposal Pages 1 through 4, pages 36-40)	
X	If the bidder is a Corporation, bidder shall provide a completed Corporate Resolution certifying the person signing the bid has the authority to sign for the Corporation submitting the bid. (Bid Proposal Page 3 of 4, page 40)	
X	If the bidder is an entity other than a Corporation, (Bid Proposal Page 4 of 4), shall be signed and notarized. (page 41)	