

TOWNSHIP OF HILLSIDE UNION COUNTY, NEW JERSEY



**BID SPECTIFICATIONS FOR
HOLIDAY DECORATIONS AND LIGHTS SET-UP SERVICES**

BID DUE DATE: OCTOBER 13, 2022

MAYOR

DAHLIA O. VERTREESE

COUNCIL MEMBERS:

CRAIG EPPS, COUNCIL PRESIDENT COUNCILMAN AT LARGE
CHRISTOPHER MOBLEY, COUNCIL VICE PRESIDENT, (SECOND WARD)
ANDREA HYATT (FIRST WARD)
DONALD DeAUGUSTINE (THIRD WARD)
GERALD PATEESH FREEDMAN (FOURTH WARD)
LISA BONANNO, COUNCILWOMAN AT LARGE
ROBERT RIOS, COUNCILMAN AT LARGE

PUBLIC WORKS:

ANTHONY RUSSOMANNO, CPWM
ACTING DIRECTOR

TOWNSHIP OF HILLSIDE UNION COUNTY, NEW JERSEY



SUBJECT: HOLIDAY DECORATIONS AND LIGHTS SET-UP SERVICES

CONTRACT PERIOD: NOVEMBER 1, 2022 TO JANUARY 31, 2023

DATE & TIME OF RECEIVING AND OPENING OF BIDS:
OPENING FRIDAY, OCTOBER 3, 2022
CLOSING THURSDAY, OCTOBER 13, 2022, 10:00 A.M. SHARP

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TOWNSHIP OF HILLSIDE NOTICE TO BIDDERS

PUBLIC NOTICE is hereby given that sealed bids, for Holiday Decorations and Lights Set-up Services throughout the Township of Hillside, are hereby invited from bidders and will be received by the Township of Hillside at the Municipal Building, 1409 Liberty Avenue, Township of Hillside, Union County, New Jersey on, **October 13, 2022 at 10:00 A.M.**, prevailing time, at which time and place the bids will be publicly opened and read aloud in the Municipal Courtroom.

Specifications and bid forms for the above may be examined and obtained beginning **October 3, 2022** at the Township Clerk's Office of said Township in said Municipal Building between the hours of **9:00 A.M. and 4:00 P.M.**, by **appointment only**, daily except Saturdays, Sundays, and Holidays. Please call the Township Clerk's Office at (973) 681-7155 to schedule an appointment or email the Acting Township Clerk at swalker@hillsidenj.us.

NO BIDS WILL BE ACCEPTED AFTER THE BID OPENING HAS COMMENCED, and no bids will be accepted by mail, delivery service or courier service. Bids must be delivered by the date and time of the bid opening by an authorized representative of the Contractor. All bid proposals will be dated and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any bid proposal received after the date and time specified will be returned, unopened, to the bidder.

The scope of the work to be undertaken by the successful contractor will include installation, removal, repair, or replacement as needed throughout the contract period, at Townhall, Liberty Avenue, Summit Avenue, and Maple Avenue, except for acts of vandalism.

Bids will be made for the following periods:

November 1, 2022 through January 31, 2023.

Prospective bidders will be required to meet all the conditions as set forth in the Contract Documents and shall furnish such other information as may be required by said Township Council.

Bids must be made on the Bid Forms included with the Contract Documents and in the manner designated and required therein and must be enclosed in sealed envelopes addressed to the Township Clerk with the name and address of the bidder, the words "Bid for Holiday Decorations and Lights Set-up Services for the Township of Hillside, New Jersey", and the address "Township of Hillside, Municipal Building, 1409 Liberty Avenue, Hillside, New Jersey 07205" all clearly marked on the outside of the envelope.

The Township of Hillside reserves the right to award the contract to the lowest responsible bidder. No bid shall be considered unless accompanied by a bid guarantee in the form of a certified check, bid bond or cashier's check in the amount of ten percent (10%) of the total amount bid, but not in excess of \$20,000.00, made payable to the Township of Hillside, together with a "Consent of

Surety” from a surety company authorized to do business in the state of New Jersey in a form satisfactory to the Township, stating that it will provide the contractor with a bond in the amount equal to one hundred percent (100%) of the contract price bid. All guarantees of unsuccessful bidders will be returned upon award of contract to the successful bidder.

Information contained in this Bid Proposal should be clear and not subject to qualifications, deletions, erasures, or other markings that create any doubt as to its meaning. Bidders should make sure that the Bid Proposal is signed by a duly authorized person on behalf of the bidder and that the proposal is responsive. Bidders can determine the responsiveness of their Bid Proposal by reading the “Information for Bidders”. **INSTRUCTIONS MUST BE FOLLOWED EXACTLY OR THE BID MAY BE DECLARED NON-RESPONSIVE.**

The Township Council reserves the right to reject any and all bids or alternate bids or to accept such bids or alternate bids as it may deem to be in the best interests of the Township of Hillside, and reserves the right to waive any informality in the bids received and likewise correct any erroneous mathematical computations in any said bid and consider the bid on the basis of the corrected total, and the right to consider the bids for sixty (60) days after their receipt.

Bidders will be required to comply with the requirements as follows:

- A. *P.L. 1975 Chapter 127*
- B. *P.L. 1977 Chapter 33*
- C. *P.L. 1931 Chapter 27*
- D. All laws and regulations pertinent to the contract to be awarded and of work to be done thereunder.
- E. All ordinances and resolutions approved by the Township Council of the Township of Hillside.

Bidders are required to comply with the requirements of *P.L. 2004, c. 57*, which pertains to the **New Jersey Business Registration Requirements**.

Bidders are required to comply with provisions of the *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1.1 et seq.*, and any amendments thereto, regarding Affirmative Action. The successful bidder, upon notification of the Township’s intent to award a contract to said bidder, must supply the Township with one of the following Affirmative Action documents:

1. A photocopy of the bidder’s current Federal Affirmative Action Plan Approval Letter; or
2. A photocopy of the bidder’s current Certificate of Employee Information Report issued in accordance with *N.J.A.C. 17:27-1.1 et seq.*; or
3. The Township’s copy of the bidder’s completed Initial Employee Report, Form AA-302, as submitted to the Division of Contract Compliance and EEO in Public Contracts.

The bidder's Affirmative Action documentation must be supplied to the Township within ten (10) days of the bidder's notification of the Township's intent to award. If the bidder fails to supply the Township with the necessary Affirmative Action documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest bidder.

Simultaneously with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more stocks in any class, or of individual partners who own ten percent (10%) or greater in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, pursuant to *Chapter 33, P.L. 1977*. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of the corporation's stock, or the individual partners owning ten percent (10%) or greater interest in the partnership, as the case may be, shall also be listed. Bids will be rejected if they do not contain this disclosure statement.

Bidders are required to be registered by the New Jersey Department of Treasury, Division of Revenue, at the time bids will be received by the Township pursuant to the Business Registration Act (*P.L. 2004, c. 57, N.J.S.A. 52:32-44*).

Township of Hillside
Township Clerk's Office
1409 Liberty Avenue
Hillside, NJ 07205

1. INSTRUCTION TO BIDDERS

1.1 THE BID

The Township of Hillside is soliciting bid proposals from bidders interested in providing installation, removal, repair, or replacement services for holiday lights and decorations at Townhall, Liberty Avenue, Summit Avenue, and Maple Avenue from **November 1, 2022 through January 31, 2023**, in accordance with the terms of these Bid Specifications *N.J.S.A. 40A:11-1 et seq.*

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of addenda, clarifications or revisions to advertisements or bid documents relating to bids will, no later than seven (7) days (Saturdays, Sundays and holidays excepted) prior to the date for acceptance of bids, be published in the Local Source and Star Ledger newspapers. No questions will be accepted later than five (5) days (Saturdays, Sundays and holidays excepted) prior to the date for acceptance of bids.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Township Clerk at the Township of Hillside Municipal Building, 1409 Liberty Ave, Township of Hillside, Union County, NJ. Bids must be delivered by hand to the Township no later than **11:00 A.M., October 24, 2022**. All bid proposals will be dated and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids.

Any bid proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every bidder at the time and date specified by the public notice to prospective bidders:

1. Questionnaire setting forth experience and qualifications
2. Non-collusion Affidavit
3. Stockholder Statement of Ownership
4. Bid Proposal Pages - Signed
5. Business Registration Certificate
6. Affirmative Action Affidavit

7. Acknowledgement of Receipt of Changes to Bid Documents
8. Iranian Disclosure

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The Bid Specifications are broken down into sections merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document. Any omission of any of the above listed documents will result in the Bidder's Bid being rejected as non-responsive.

1.5 ADDENDA AND INTERPRETATIONS

All Bidders shall carefully examine the Bid Specifications and other Contract Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Township immediately upon discovery and, in any event, prior to the opening of the bids, in writing via email to arussomanno@hillsidenj.us and toutlaw@hillsidenj.us.

No interpretation of the meaning of the Bid Specifications or other Contract Documents will be made to any Bidder orally. Any oral explanations given before the award of the contract will not be binding upon the Township.

Every request for such interpretation shall be in writing addressed to the Township, and to be given consideration must be received five (5) business days prior to **October 24, 2022** (Saturdays, Sundays and Holidays excepted).

Any and all such interpretations and any supplemental instructions will be in the form of written addenda, clarifications, or revisions to the Contract Documents which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders who have received Contract Documents from the Township of Hillside Clerk's office, at the respective addresses furnished for such purposes, not later than three (3) days (Saturdays, Sundays, and Holidays excepted) prior to the date fixed for the opening of the bids. Bidders shall acknowledge receipt of all addenda, clarifications, or revisions by filling in the blanks in the Bid Proposal form entitled Addenda Acknowledgement. Failure of any bidder to receive any such addenda, clarifications, or revisions or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All revisions, clarifications, or addenda so issued shall become part of the Contract Documents. Failure to acknowledge receipt of revisions, clarifications, or addenda as required above shall constitute grounds for rejection of the bid by the Township.

1.6 EXAMINATION OF AND FAMILIARITY WITH THE WORK

Each bidder must inform itself fully of the conditions under which the work will be performed. Failure to do so will not relieve a successful bidder of its obligation to furnish all equipment necessary to carry out the provisions of the Contract Documents and to deliver the contemplated services in the manner and for the consideration set forth in this bid. Bidders are expected to read and become familiar with the Bid Specifications and other provisions contained in the Contract Documents, including but not limited to all addenda, clarifications, or revisions, to visit the localities involved to make their own estimates of the equipment and other facilities needed; and

to evaluate difficulties attending the execution of the proposed Contract, including local conditions, traffic, state and local regulations and ordinances, labor, transportation facilities, uncertainties of weather, seasonal and other contingencies, all prior to submitting bids. In no case will the Township assume any responsibility whatsoever for any interpretation, deduction or conclusion drawn from the examination of the areas to be decorated. Failure to become acquainted with all available information concerning all conditions affecting the work will not relieve the successful bidder of assuming all responsibility for estimating the difficulties and cost of successfully delivering the services required under this Contract.

The failure or omission of any bidder to receive or examine any form, instrument, or document; or to make any evaluations, investigations, or inspections, shall in no case relieve any bidder from any obligation in respect to its bid.

1.7 OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The contractor shall provide all services and furnish all vehicles, equipment, and labor and everything necessary or proper for performing and completing the work required by this Contract, in the manner and within the time hereinafter specified. The Contractor shall deliver all services required to the satisfaction of the Township, and in accordance with the Contract Documents herein mentioned, at the prices herein agreed upon and fixed therefore. All the work, labor, and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to and in conformity with the attached Contract Documents under the terms of this Contract.

The contractor shall coordinate its operations with those of any other contractors who may be employed on other work of the Township and shall avoid interference therewith and cooperate in the arrangements for its own and other contractor's operations.

The contractor shall conduct its operations so as to interfere as little as possible with private business and public travel. The contractor shall, at its own expense, wherever necessary or required, take such precautions as may be necessary to prevent injuries to persons and to protect life and property.

2. DEFINITIONS

"Bidder"

Shall mean any party submitting a proposal (bid) for the work described herein and in conformance with the requirements of the contract documents.

"Bid Proposal"

Shall mean all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Bid Specifications"

Shall mean all documents requesting bid proposals for Holiday Decorations and Lights Set-up Services contained herein.

"Certificate of Insurance"

Shall mean a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Site"

Shall mean the locations to be decorated with Holiday lights and decor.

"Contract"

Shall mean the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.

"Contract Administrator"

Shall mean the Director of the Township of Hillside Department of Public Works, who is authorized to implement the Township's contracts for Holiday Lights and Decoration Services.

"Contracting Unit"

Shall mean a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor"

Shall mean the lowest responsible bidder to whom award of the contract shall be made.

"Governing Body"

Shall mean the Township Council of the Township of Hillside, when the contract or agreement is to be entered into by, or on behalf of a municipality as further defined at *N.J.A.C. 40A:1 1- 2*.

"Holiday"

Shall mean all holidays observed by the municipality, including: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Juneteenth, Thanksgiving Day, and Christmas Day.

"Legal Newspaper"

Shall mean the Star Ledger and Local Source.

"Proposal Forms"

Shall mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

"Service Area"

Shall mean the geographic area described below. The service area is as follows: Townhall, Liberty Avenue, Summit Avenue, and Maple Avenue.

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

A. Bid Proposals shall be hand delivered in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Township of Hillside in the advertisement for bids.

B. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:
 - The authorization is made in writing by a person described in sections 1 and 2 above; and
 - The authorization specifies either an individual or an employee with a position of responsibility for the overall operation of the business.

C. Any Bid Proposal that does not comply with the requirements of the Bid Specifications *N.J.S.A. 40A:11-1 et seq.*, shall be rejected as non-responsive.

3.2 EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the proposal forms shall result in the rejection of the Bid Proposal by the Township of Hillside.

3.3 “OR EQUAL” SUBSTITUTIONS

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Township of Hillside.

3.4 COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state, and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

3.5 CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above-named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee..

3.6 NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township of Hillside agrees to the assignment or other disposition.

3.7 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK EITHER BOX AND SIGN WILL RENDER THE PROPOSAL NON-RESPONSIVE

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 neither the person or entity, nor any of its parents, subsidiaries or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Purchase and Property Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in **violation** of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, *c. 25*, that neither the person/entity listed above nor any of the entity’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to *P.L. 2012, c. 25* (“Chapter 25 List”).

I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification.

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided bylaw.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding

person/entity or one of its parents, subsidiaries or affiliates engaging in the investment activities in Iran outlined above by completing the boxes below.

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

Name:

Relationship to Bidder/Vendor:

Description of Activities:

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Vendor:

Contact Name:

Contact Phone

Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Township of Hillside 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 contracts with the Township to notify the Township 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 and that the Township at their option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Title: _____

Date: _____

Bidder/Vendor:

4. **AWARD OF CONTRACT**

4.1 GENERALLY

- A. The Township of Hillside shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Township of Hillside's decision, in writing, by certified mail.
- B. The contract will be awarded to the qualified bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Township of Hillside reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Township of Hillside rejects all bids, the Township of Hillside shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.
- D. The Township of Hillside reserves the right to reject any bid if the bidder misstates or conceals any material fact in the bid or proposal or with respect to the answers to questions submitted to the Township and which constitutes the Statement of Bidder's Qualifications, Experience, Financial Ability, and Non-Collusion Affidavit, and other applicable forms.
- E. The Township of Hillside reserves the right to reject any bid for any other reason which in the judgment of the Township Council requires the Township Council to reject all proposals in the best interest of the Township of Hillside.
- F. The Township of Hillside will reject any bid if the bidder does not submit bids prices on all alternates contained in the bid proposal. The bidder must submit pricing for all bid options.
- G. The Township of Hillside reserves the right to make no award of contract where competition has not been adequate.

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the contract, the Township of Hillside shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. The contract documents shall be executed and returned to the Township not more than twenty-one (21) days after official acceptance of this bid and notice thereof by the local governing body. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Township of Hillside to declare the contractor non-responsive and to award the contract to the next lowest responsible bidder.

4.3 RESPONSIBLE BIDDER

The Township of Hillside shall determine whether a bidder is "responsible" in accordance with *N.J.S.A. 40A:11-6.1*. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4 AFFIRMATIVE ACTION REQUIREMENTS

All bidders shall complete the Affirmative Action Documents and include it with their Proposals as part of the bid packages. The Contractor shall comply with all affirmative action requirements of the State of New Jersey pursuant to *P.L. 1975 c. 127*, as amended and supplemented.

4.5 VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications.

4.6 ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will

be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Township of Hillside may not award a contract until all tabulations are complete.

5. **WORK SPECIFICATIONS**

5.1 SCOPE OF SERVICE

Service locations: Townhall, Liberty Avenue, Summit Avenue, and Maple Avenue

Decorations shall be installed by November 20, 2022.

Decorations shall be of high quality and in working order through January 5, 2023.

Contract will include installation, removal, repair, or replace as needed throughout the contract period except for acts of vandalism.

Hillside Township will supply electrical GFI power outlets.

5.2 PROPOSAL PAGE BID SPECIFICATIONS PROPOSAL

FORM OF PROPOSAL DOCUMENTS

NOTE: The Township of Hillside will consider submissions only from firms, individuals, or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this bid specifications.

Township of Hillside:

I or We _____ of _____

(COMPLETE ADDRESS)

_____ hereby agree to provide complete performance in
(CITY, STATE, ZIP)

accordance with the Contract and Specifications for the prices listed on the Proposal Sheet.

*Note: Bidders are required to bid on all Proposal Options.
Bidders are required to sign all Proposal Sheets.*

Category	Description	Location
Color		
Roof Lighting		
- Fascia/ Gable C9 Led		2 sides
- Fascia/ Gable C9 LED		Front fascia 2 levels & portico
Tree/ Shrub Light		
- Canopy C-7 Led 24" spacing LED	Blue spruce at the municipal bldg.	Multi
Garland		
- Mixed Noble 14" garland LED warm white		4 front columns w/ bows
- Mixed Noble 14" garland LED warm white		Liberty Ave 142 light poles w/ 2 bows
- Mixed Noble 14" garland Led warm white		Summit Ave 8 light poles w/ 2 bows
- Deluxe 14" garland LED warm white		Maple Ave 22 light poles w/ 2 structure bows
Display		
- Tree of lights 12'		Front Lawn
- 22' Seasons Greetings Sign HD LED		Front Lawn area TBD

TOTAL AMOUNT: _____

VENDOR SIGNATURE

DATE

5.3 NAME ON VEHICLES

The name, address and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with the Contractor's services.

5.4 INVOICE AND PAYMENT PROCEDURE

- A. The Contractor shall submit all invoices in accordance with the requirements of this section.
 - 1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as required in these bid specifications, the Contractor will submit an invoice to the Township of Hillside for the proceeding calendar month (the "Billing Month").
- B. The Township of Hillside shall pay all invoices within 30 days of receipt. The Township of Hillside will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Hillside shall have 30 days from the date of receipt of the corrected invoice to make payment. The Contractor shall submit all invoices for decoration and light set-up services in accordance with this bid specification.

5.5 COMPETENCE OF EMPLOYEES

- A. The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Township of Hillside shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey Commercial driver's license (CDL) for the type of vehicle operated.
- B. The use of subcontractors for the term of this contract will not be permitted.
- C. Contractor is required to provide proof of safety talks to their employees.

5.6 INSURANCE REOUIREMENTS

The Contractor shall obtain and maintain, in full force and effect at all times during the life of this Contract, insurance. The insurance policy shall name the Township of Hillside as an Additional Named insured indemnifying the Township of Hillside with respect to the Contractor's actions pursuant to the Contract.

- A. The Contractor Shall not commence any work under this contract until they provide the Township of Hillside with duly executed Certificates of Insurance evidencing compliance with all of the insurance provisions of the contract as applicable and addenda, if any; subject to the following conditions:
1. All such insurance must be provided by an insurance carrier, in good financial condition, licensed to conduct business within the State of New Jersey, acceptable to the Township of Hillside.
 2. All Certificates of Insurance shall provide for, at least, 30-day notice of cancellation to the Township of Hillside.
 3. All Certificates of Insurance shall provide that notice must be given to the Township of Hillside prior to the effective date of any change, cancellation, or non-renewal of insurance required under this contract.
 4. Notwithstanding the requirements pertaining to insurance herein, the Contractor shall comply with all applicable ordinances and statutes.
 5. The insurance requirements outlined below are minimum requirements and the Township of Hillside reserves the right to make such changes and/or exceptions as it may deem necessary.
 6. All Certificates of Insurance shall state that the Contractor shall assume the defense of all claims of whatsoever character against the Contractor and/or the Township and indemnify, save harmless and insure the Township and its officers, agents, and employees against all claims arising out of injury or damage to persons or property, against all claims and liability arising from the

Contractor's performance or failure to perform the work under this contract and against the suits and claims referred to in Form of Agreement.

7. In addition, the Contractor shall provide the Township with copies of the required insurance policies, certified to be true copies by the carriers, together with proof of payment of the premium.

B. The Contractor shall, at a minimum, purchase and maintain the following insurance:

1. Worker's Compensation and Employer's Liability Insurance: In accordance with all applicable statutes, both State and Federal, and including an employer's liability limit of not less than \$1,000,000.
2. Comprehensive General Liability Insurance: Shall be maintained with liability limits of not less than \$1,000,000 for bodily injury, personal injury, and property damage arising out of any one occurrence. All coverage shall be on an occurrence basis and shall include the following extensions of coverage:
 - All Premises and Operation
 - Completed Operations
 - Blanket Contractual (Oral and Written Contracts)
 - Explosion, Collapse and Underground Hazards
 - Elimination of Employee Exclusion under Personal Injury
 - Broad Form Property Damage Including Completed Operations
 - Additional Interests of Employees
3. Owner's Protective Liability Insurance: The Contractor shall maintain a policy on behalf of the Township with limits of not less than those required under subparagraph B (2). In lieu of such a policy, the Contractor, with the consent of the Township of Hillside, may include the Township of Hillside as an additional insured under its Comprehensive General Liability Policy and endorse the policy to include ISO Form #GI 16 (or similar company form).
4. Comprehensive Automobile Liability Insurance: Shall be maintained with liability limits of not less than \$1,000,000 for bodily injury and property

damage arising out of any one accident. All coverage shall be on an occurrence basis and shall include the following extensions of coverage:

- Owned, Hired, and Non-Owned Automobiles
- Additional Interests if Employees of the Township

5.7 CERTIFICATES

Upon notification by the Township of Hillside, the lowest responsible bidder shall supply to the Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.8 INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless the Township of Hillside from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township of Hillside on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contractor or from any act or omission by the Contractor, its agents, servants, employees or subcontractors that results in any loss of life or property or in any injury or damage to persons or property.

6. **BIDDING DOCUMENTS**

6.1 BIDDING DOCUMENT CHECKLIST

- _____ Statement of Bidder’s qualifications, experience and financial ability
- _____ Questionnaire
- _____ Bid Guarantee
- _____ Consent of Surety
- _____ Stockholder Statement of Ownership
- _____ Non-collusion Affidavit
- _____ Business Registration Certificate
- _____ Affirmative Action Affidavit
- _____ Disclosure of Investment Activities In Iran
- _____ Acknowledgement of Receipt of Addenda Proposal

6.3 QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the Township of Hillside under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Township of Hillside in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

6.4 **STOCKHOLDERS DISCLOSURE STATEMENT**

As required by *N.J.S.A. 52:25-24.2*, no corporation or partnership shall be awarded any contract or shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, 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 exceeding 10% ownership criteria established in this act has been listed.

<u>NAME</u>	<u>COMPLETE ADDRESS</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

(USE ADDITIONAL SHEETS IF REQUIRED)

_____	_____
Authorized Signature	Name of Company
_____	_____
Title	Complete address
_____	_____
	Municipality/State/Zip

6.5 **NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)
)
COUNTY OF) s.s.:

I, _____, of the City of _____ in the State
(Commonwealth) of, _____
being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of _____ bidder submitting the
Bid Proposal for the above-named project, in the capacity of _____ and I have
executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or
indirectly, entered into any agreement, participated in any collusion, or otherwise take any action
in restraint of free, competitive bidding in connection with the above-named project. All statements
contained in said Bid Proposal and in this affidavit are true and correct and made with full
knowledge that the State of New Jersey and the Township of Hillside rely upon the truth of the
statements contained in this affidavit and in said bid Proposal 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 _____ the
_____.

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this
_____ day of _____ 20____.

Notary Public of _____.

My Commission expires _____.

6.6 BUSINESS REGISTRATION CERTIFICATE Must Be Attached.

6.7 AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY)
) SS.
COUNTY OF)

I or We _____ of the (City, Town, Borough) of
_____ in the County of _____ in the State of

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

- 1. I am (President, Partner, Owner) of the firm of _____, a bidder making a
Proposal upon Holiday Lights and Decorations Set-Up Contract.
2. I am familiar with the Affirmative Action requirements of P.L. 1975 c. 127 and Rules and
Regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. My Firm has complied with all the Affirmative Action requirements of the State of New
Jersey, including those required by P.L. 1975 c. 127, and the Rules and Regulations issued
by the Treasurer, State of New Jersey, pursuant thereto.
4. I am aware that if my Firm does not comply with P.L. 1975 c. 127, and Rules and
Regulations issued pursuant thereto, that no monies will be paid by the Township of
Hillside until an Affirmative Action Plan is approved. I am also aware that the contract
may be terminated and the Contractor may be debarred from all public contracts, for a
period of up to five (5) years.
5. If I fail so to do, the Township of Hillside may declare the contract covering this service
both null and void and hold me to all obligations under law.
6. If the undersigned is an individual bidder, I sign in such capacity. If I sign in a
representative capacity, this Affidavit binds my principal and I certify that I have the
authority to bind my principal.

Subscribed and sworn to before me

Signature of Company Officer

a _____ of the State of _____
this _____ day _____ of _____ 20_____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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

The contractor and the _____ of _____, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C. 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 HILLSIDE UNION COUNTY, NEW JERSEY

SERVICES FOR HOLIDAY DECORATIONS AND LIGHTING

This agreement made and entered into the _____ day of _____, _____, by and between the Township of Hillside in the County of Union, party of the first part, hereinafter called the “Township”, and _____, party of the second part, hereinafter called the “Contractor”.

Witnesses that the Contractor and Township, in consideration of the mutual covenants, considerations, and promises contained herein, agree as follows:

Article 1. DEFINITIONS

- “Agreement” or “Contract” shall mean this agreement between the parties, namely the Township of Hillside in the County of Union, New Jersey And the contractor.
- “Contract Documents” shall mean the Notice to Bidders, Information for Bidders, Proposal, Agreement, Contract Bonds, Performance Specifications, Appendices, and any Addenda to any of the foregoing.
- “Contractor” shall mean an individual, partnership, joint venture, company, sole proprietorship, or a corporation, its lawful successors, and its duly authorized representatives.
- “Day” or “days” shall mean a calendar days or consecutive calendar days.
 - “Proposal” shall mean the bid package submitted by the prospective contractor (the Bidder), which includes the signed bid proposal, questionnaires, Bid Security, and all other submittal requirements and information items required at the time of the bid, as described and/ or requested in the contract documents.
 - “Services” and “work” shall mean all the matters and things herein agreed to be furnished and done by the contractor.
 - “Subcontractor” shall mean persons, firms, or corporation having a contract with the contractor to perform a portion of the work specified.
 - “Contract Administrator” shall mean the Director of the Township of Hillside Department of Public Works.
 - “Term” shall mean the period of commencing November 1, 2022 and terminating on January 31, 2023 in accordance with the terms of these Bid Specifications *N.J.S.A. 40A:11-1 et seq.*

Article 2. CONTRACTOR'S OBLIGATIONS

The Contractor, for and in consideration of the sum or sums hereinafter mentioned,

hereby agrees to furnish all labor, equipment, materials, and other facilities necessary to, or proper for, or incidental to the holiday decoration and lighting set-up services for the Township of Hillside Department of Public Works function, all in accordance with the Contract Documents, for a term of one (1) year, beginning January 1, 2022 and ending December 31, 2022.

The contract Documents upon which the bid of the contractor herein name was based, and the newspaper print soliciting bids are attached hereto and made a part hereof and both parties agree to be bound by all of the terms and conditions set forth in the aforementioned Contract Documents, all of which are to be considered part hereof and are to have the same force and effect as if set forth specifically and at length herein.

The contractor shall also be responsible for becoming aware of and abiding by any ordinance or resolutions of the Township Council which may be passed affecting the safety or health of the residents of the Township.

The Contractor shall not commence work before 6:00 A.M. nor finish work after 3:00 P.M. on any day, except under extenuating circumstances as shown to and approved by the Contract Administrator or his designee at least 14 days in advance.

Article 3. DISPUTES

All questions or disputes that may arise as to the interpretation or meaning of the Contract Documents, Township Ordinances, or this Agreement, shall be determined by decision of the Contract Administrator, which said decision shall be final and binding on the Contractor.

The Contractor further agrees to conform to the regulations of the Township Board of Health and directives of its Health Officer, and the Department of Public Works, Director, or designee, not inconsistent with the terms of the Contract Documents, and in the event of any inconsistency, such interpretation as may be determined by the contract administrator as the correct interpretation which shall be binding upon the Contractor.

Article 4. INSURANCE

The Contractor shall obtain and maintain in full force and effect during the entire Term the insurance coverages identified in the Bid Specification. Satisfactory evidence of all required insurance coverage shall be forwarded to the Township Attorney for approval prior to the execution of this contract by the Township of Hillside, and certificates of Insurance and copies of policies certified as true copies by the carrier together with proof of payment of the premium, shall be furnished to the Township.

In the event at the company furnishing any of the insurance herein required shall become insolvent, the Contractor must produce and deliver to the Township of Hillside, within ten (10) days, an insurance policy in a similar amount satisfactory to the Township of Hillside, and upon failure to deliver such insurance policy in the time specified, this agreement may be terminated at the insistence to the Township of Hillside, and no further payments shall be made to the Contractor of any monies until such new and satisfactory insurance policy is furnished. This provision, however, shall not relieve the Contractor from making up any loss which must be sustained by the Township by reason of its failure to comply with the provisions of the contract and any and all monies which may be due shall be applied to make up such loss, and if the amount thereof is insufficient, the Township shall be entitled to recover from the contractor the additional sum.

Article 5 TITLES

Titles, subtitles, headings, running headlines, tables of contents, and indexes are introduced merely for convenience, and shall not be taken as part of the agreement.

Article 6 SERVICE NOT TO BE INTERRUPTED OR ABANDONED

Absence of any employee will not be considered a sufficient excuse for failure to perform the contracted services or provide the contract materials. In the event the Contractor fails to carry out the Contractor's responsibilities under this Contract, the Township is hereby authorized to have those services completed and materials furnished and/or paid for by the Township and may be deducted from any money due or which may become due to the Contractor.

In all cases when it is impossible for the Contractor to perform the requirements of this Agreement for any reason whatsoever, the contractor shall report same immediately to the Contract Administrator and shall report in writing within eight (8) hours to the Contract Administrator of the Township of Hillside, or the appropriate successor thereto, or its representative in all matters pertaining to the performance of this agreement. Such notice shall not relieve the Contractor from performance of the obligations imposed upon the Contractor under this agreement.

Article 7. INSPECTION

All of the work of the Agreement and the equipment, facilities, and vehicles used by the Contactor in performance thereof shall be subject to inspection by the township or its designated representatives (including the contract Administrator or a representative from the Hillside Township Department of Public Works) for the purposes of

determining compliance with the provisions of the agreement. Authorized representatives of the Township shall be permitted access at all reasonable times to all portions of the work during performance thereof and shall have the right to inspect vehicle loads to determine compliance with the agreement, including the right to utilize or cause to be utilized fixed or portable scales for the verification weighing of vehicles (empty, partially full, or full) used by Contractor.

Article 8. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this agreement by the contractor, the township will pay the contractor for services rendered and materials furnished as set forth in the proposal for said services by the Contractor.

The contractor shall bill the Township for service rendered within ten (10) days following the end of the month for which the billing was made. The Township shall endeavor to pay the Contractor on or before the 25th day following the end of the month for which the billing was made. Following notice to proceed and prior to initiation of services, Contractor shall submit to the Township the proposed monthly reporting format for the review and approval by the township.

The contractor shall punctually pay all workmen employed by it and all shall certify on each monthly voucher that all labor has been paid during the period covered in the voucher and that all accounts against it for services or materials or for any other cause whatsoever during the said period have been fully paid and satisfied, and in the event that such certifications and vouchers are not properly finished, the township of hillside shall not be required to make such payment until the proper voucher and certifications are furnished, and may in its discretion withhold any moneys which may be due for labor or materials furnished in the performance of this Agreement.

Article 9. PERFORMANCE (SURETY) BONDS

Contemporaneous with the execution of this agreement, the contractor shall deliver to the Township, subject to its approval, a performance bond or bonds in accordance with the contract documents hereinabove mentioned and bid specifications, which said bond or bonds shall be conditioned for the faithful performance of this content.

In the event that the company furnishing the surety bond shall become insolvent, the contractor must produce and deliver to the township of hillside, within ten days, a bond or bonds in a similar amount of satisfactory to the Township of Hillside, and upon failure to deliver such bond or bonds in the time specified, no further payments shall be made to the contractor of any monies until such new and satisfactory bond or bonds is/are

furnished and this agreement may be terminated at the insistence of the Township of Hillside.

This provision, however, shall not relieve the contractor from making up any loss which may be sustained by the township by reason of its failure to comply with the provisions of the agreement and any and all moneys which may be due shall be applied to make up such loss, and if the amount thereof is insufficient, the Township shall be entitled be entitled to recover from the contractor additional sum.

Article 10. LAWS AND ORDINANCES

All federal, state, and local laws, statutes, and ordinances and all rules, regulations, methods, and procedures of all governmental boards, bureaus, offices, commissions, and other agents shall be observed by the contractor. All of the work provided for in this agreement shall be performed and carried out in accordance with Chapter 261 and 262 of the Township of Hillside code, together with all amendments and supplements thereto, heretofore, and hereinafter adopted.

Article 11. EVENTS OF DEFAULT BY CONTRACTOR

The following shall constitute events of default on the part of the contractor:

- Failure, neglect, or refusal of the Contractor, its employees, or agents to perform in a timely manner any obligation under this agreement, such as, but not limited to, refusal or failure to supply proper equipment, including vehicles; failure to make or cause to be made prompt payment for materials or labor; and violation of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction over the Contractor's obligations under this agreement.
- Failure of the Contractor to perform its duties under the Agreement.
- Failure to pay the penalties for non-performance as specified in this agreement.
- The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or the appointment of a receiver, trustee, or liquidator for a substantial part of its property; (ii) A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Agreement under the laws of any jurisdiction, which proceeding had not been dismissed within thirty (30) days; (iii) Any action or answer by the Contractor approving of, consenting to, or acquiescing in, and such proceeding.
- Failure of the Contractor to comply with the time for initiation and completion of services specified in the Agreement.

- Prohibition or suspension of the Contractor's performance under the Agreement in any way by the action, ordinance, decision, requirements, order, decree, or judgement of any governmental entity, public authority, or court.

Article 12. TERMINATION OF AGREEMENT BY THE TOWNSHIP

If the Contractor shall default in the performance of any of the terms, conditions, and provisions of this Agreement, then and that event the Township may notify the Contractor and his surety in writing to remedy the neglect or default and require the contractor to comply with the terms, conditions, and provisions of the Agreement which is being violated. If the Contractor fails to cure the neglect or fault within seventy-two (72) hours after the delivery thereof or twenty-four(24) hours when, in the opinion of the Township, immediate action is necessary to safeguard life or property, then and in that event the Township shall have the right to declare the Contractor in default, and to notify the Contractor to discontinue the work or any part thereof under the Agreement and to call upon the Surety to complete the same through agencies which meet the approval of the township, and in the opinion of the township, have qualification equal to or greater than those required of the Contractor. If the Surety fails to take up and perform the obligations of the Contractor under this agreement by means of such approved agencies within five (5) days (or within twenty four (24) hours when in the opinion of the Township immediate action is necessary to safeguard life or property), the Township shall have the right to declare the Surety in default and, at the Township's option, to terminate this Agreement and to proceed either to perform the work herein specified at its own expense, charging the cost thereof against the Contractor, or may let said contract to some other qualified Contractor, charging the cost and expense thereof in like manner.

Article 13. ADDITIONAL REMEDIES

In the case of default by the Contractor the remedies herein provided shall be in addition to and no substitution of the rights and remedies which would otherwise be vested in the Township, all of which rights and remedies are specifically reserved. The failure of the Township to exercise any of the remedies herein provided shall not preclude the resort to any other appropriate remedy. The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the Township for recovery of damages or otherwise, in the event of default by the Contractor. The Contractor and his Surety shall pay to the Township on demand all loss, expense, cost, or damage suffered or incurred by it by reason of any default.

Article 14. SUITS AND CLAIMS

It is hereby mutually covenanted and agreed that the contractor, for the work to be performed by it under this contract, shall be an independent contractor and that as such it will be responsible for all damage, loss (including but not limited to attorney's fees), injury, or casualties of every descriptions to persons or property that may arise or be incurred in or doing conduct of the said work without regard to whether or not the Contractor, its agents, or employees have been negligent, and that the Township and its agents and employees shall be by the Contactor held and kept free and discharged of and from any and all responsibility and liability therefore of any sort or kind; that the contractor shall assume all responsibility risks or casualties of every description for loss or injury to persons property including costs of ligation and counsel fees arising out of the nature of the work, from the action of the elements, from any unforeseen or unusual difficulty; the contractor shall make good any damages that may occur in the consequence of the work or any part of it and shall assume all blame, loss, and responsibility of ordinances. It is not the intention of this agreement or of anything herein provided to confer a third-party beneficiary right of action upon any person whatever and nothing herein before or hereinafter set forth shall be construed as to confer upon any person other than the Township a right of action either under this Agreement or in any manner whatsoever.

Article 15. PREVAILING WAGES

The Contractor herein agrees to be bound by and pay the prevailing wages established by the New Jersey Department of Labor and Industry as of the date of the execution of this Agreement.

Article 16. ASSIGNMENTS

The bidder may not assign, sell, transfer, or otherwise dispose of the bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection. The Township will not permit subcontracting of the work to be performed without written approval.

Article 17. SERVICE CONTRACT MANDATORY LANGUAGE

1. During the performance of this Agreement the Contractor agrees as follows:
 - A. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay and 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 Equal Employment Opportunity Officer setting forth provisions of this nondiscrimination clause;

- B. 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, affectionate or sexual orientation, gender identity or expression, disability or nationality.
- C. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the Contractor's commitments under this act and shall not post copies of the notices in conspicuous places, available to employees and applicants for employment;
- D. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasury pursuant to *P.L. 1975 C. 127*, as amended and supplemented from time to time.
- E. The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasury pursuant to *P.L. 1975 C. 127*, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by

the Affirmative Action Office pursuant to Section 5.2 of the regulations promulgated by *P.L. 1975 C. 127*, as amended and supplemented from time to time

- F. The Contractor and Subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- G. 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.
- H. The Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectionate or sexual orientation, gender identity or expression, disability or nationality or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

Provisions D, E, G or H, not required for Subcontractors with four (4) or fewer employees or a Contractor who presented evidence of a federally approved or sanctioned Affirmative Action Program.

2. The Contractor or Subcontractor will include all of “clauses A through H” in every subcontract or purchase order unless exempted by *P.L. 1975 C. 127* or rules, regulations, or orders promulgated thereunder by the State Treasury so that all of the aforementioned clauses will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State Treasury may direct as a means of enforcing such provisions, including sanctions for noncompliance.

3. The parties to this Agreement agree to incorporate into this contract mandatory

language of subsection 3.4 (a) of the Regulations promulgated by the State Treasury 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 (a), provided that said subsection shall be applied subject to the terms of subsection 3.4 (d) of said Regulations.

Article 18. AGREEMENT CONDITIONAL

The parties hereto acknowledge that, in accordance with the regulations promulgated by the Division of Local Finance of the State of New Jersey, this Agreement is conditioned upon and subject to the appropriation of the necessary funds therefore both the Temporary Municipal Budgets and Permanent Municipal Budgets to be adopted for the effective years of this contract.

Article 19. LIQUIDATED DAMAGES

The Township reserves the right to assess Liquidated Damages in accordance with applicable New Jersey Laws.

Article 20. CHANGES

The Township may, at any time, without notice to the sureties, by written order, make changes in the work within the general scope of the Agreement and if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by any such order, the Township shall make equitable adjustment and modify the agreement in writing.

Article 21. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

For good, Professional Service and General Service Contracts in accordance with *N.J.S.A. 10; 5-31, et seq.* and *N.J.A.C. 17:27-1.1 et seq.*

Article 22. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with their respective seals on the day and date above written in four (4) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

TOWNSHIP OF HILLSIDE IN THE
ATTEST: COUNTY OF UNION

Township Clerk

BY: _____
Dahlia O. Vertreese, Mayor

ATTEST:

CONTRACTOR

BY: _____
Title

(CORPORATE SEAL)

Note: If the Contactor is a Corporation, foreign or domestic, the Agreement shall be signed by the President or the Vice President, attested by the Secretary or Assistant Secretary, and the corporate seal or a facsimile thereof affixed. If the Contractor is a partnership, the Agreement shall be signed in the partnership names by one of the partners, with indication that he is a general partner.

(ACKNOWLEDGEMENT OF OFFICER OF TOWNSHIP EXECUTING
AGREEMENT)

STATE OF _____
COUNTY OF _____ ss:

On This _____ day of _____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he/she is the _____ of the _____ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing instrument and that she executed the same for the purposes therein mentioned.

(SEAL)

(ACKNOWLEDGEMENT OF OFFICER OF TOWNSHIP ATTESTING AGREEMENT)

STATE OF _____
COUNTY OF _____ ss:

On This ____ day of _____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he/she is the _____ of the _____ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing instrument and that she executed the same for the purposes therein mentioned.

(SEAL)

(ACKNOWLEDGEMENT OF OFFICER OF CONTRACTOR, IF A CORPORATION)

STATE OF _____
COUNTY OF _____ ss:

On This ____ day of _____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he/she is the _____ of the _____ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing instrument and that she executed the same for the purposes therein mentioned.

(SEAL)

(ACKNOWLEDGEMENT OF OFFICER OF CONTRACTOR, IF A PARTNERSHIP)

STATE OF _____
COUNTY OF _____ ss:

On This ____ day of _____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he/she is

the _____ of the _____ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing instrument and that she executed the same for the purposes therein mentioned.

(SEAL)

(ACKNOWLEDGEMENT OF OFFICER OF CONTRACTOR, IF AN INDIVIDUAL)

STATE OF _____
COUNTY OF _____ ss:

On This ____ day of _____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he/she is the _____ of the _____ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing instrument and that she executed the same for the purposes therein mentioned.

(SEAL)

CERTIFICATE OF INSURANCE

Must be attached.