

**BOROUGH OF GLASSBORO  
1 SOUTH MAIN STREET  
GLASSBORO, NEW JERSEY 08028-2592  
TELEPHONE (856) 881-9230**

**BIDDER CHECKLIST**

Bid Proposal form

Form of Public Disclosure Information

Non-Collusion Affidavit

Affirmative Action Mandatory Language exhibit "A" (goods, service and professional service contracts) **OR** Affirmative Action Mandatory Language exhibit "B" (construction contracts)

Certificate of Non-Discrimination

Certificate of Employment information report

Business Registration Certificate

## NOTICE TO BIDDERS

NOTICE is hereby given that Sealed Bids will be received by the Mayor and Council of the Borough of Glassboro in the County of Gloucester, State of New Jersey, for a contract for **2012 EQUIPMENT RENTAL SERVICES** for the Borough of Glassboro.

Bids will be received in accordance with specifications promulgated by the Borough of Glassboro for said purchase. Copies of specifications and other bid documents are available on the Borough website at: [glassboroonline.com](http://glassboroonline.com). Or, documents can be obtained during normal business hours (Monday-Friday from 8:30 a.m. to 4:00 p.m.) in the office of the Borough Clerk located in Borough Hall, 1 South Main Street, Glassboro, NJ, until Friday, December 30, 2011. **NO BID DOCUMENTS WILL BE MAILED OR FAXED.**

Bids must be in accordance with the form of proposal prescribed, in the manner designated on the Bid Proposal Forms provided, and submitted in a sealed envelope bearing on the outside the name and address of the bidder and marked **BID FOR 2012 EQUIPMENT RENTAL SERVICES** and addressed to Patricia A. Frontino, Borough Clerk, Borough of Glassboro, 1 South Main Street, Glassboro, NJ 08028-2592.

**BIDS ARE TO BE RECEIVED NO LATER THAN 10:45 A.M. PREVAILING TIME ON WEDNESDAY, JANUARY 4, 2012, AT WHICH TIME THEY WILL BE OPENED AND READ ALOUD IN BOROUGH HALL LOCATED AT 1 SOUTH MAIN STREET, GLASSBORO, NEW JERSEY.**

Bids must include or be accompanied by:

1. A statement setting forth the names and addresses of all stockholders or partners who hold more than a 10% interest in the bidding entity, in accordance with N.J.S.A. 2:25-24.2; and
2. A Non-Collusion Affidavit; and
3. Certificate of Employment Information Report
4. Business Registration Certificate

All contractors bidding on this project must be registered with the NJ Department of Labor and proof of registration is required at the time of bid submission. Bidders are required to comply with the requirements of **N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27**.

The Mayor and Council reserve the right to reject any or all bids, waive any irregularities, and reject any bid which is obviously unbalanced. The contract will be awarded to the lowest responsible bidder for each category, which complies with all bid requirements and specifications, within sixty (60) days of receipt of bids, in compliance with Local Public Contracts Law. By order of the Mayor and Council of the Borough of Glassboro, NJ.

Patricia A. Frontino, RMC/CMC  
Borough Clerk

**BOROUGH OF GLASSBORO  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY**

Instructions to Bidder, Specifications and Bid Form for furnishing, selling and delivering to the Borough of Glassboro – Equipment Rental Services.

**INSTRUCTIONS TO BIDDERS**

Pursuant to published Notice to Bidders, a copy of which is attached hereto, the Borough of Glassboro will receive bids at the Municipal Building, 1 South Main Street, Glassboro, New Jersey 08028-2592 on Wednesday, January 4, 2012 at 10:45 A.M. in the Court Room.

All bids must be submitted on the prescribed Bid Form and be delivered to the Borough Clerk not later than the time advertised. Each bid must be enclosed in a sealed envelope which must set forth on the outside of the envelope the name and address of the bidder and the name of the bid.

Bidders must comply with all requirements of the Notice to Bidders.

Bids will be awarded on a category-by-category basis. The bidder which complies with all bid requirements and specifications, which submits the lowest bid for the total price in each category (based upon the approximate quantity for each item) will be awarded the bid for that category. The Borough reserves the right to reject all bids, to reject any bid or bids not complying with the specifications and bid requirements and waive any informality in any bid or bids.

All bidders must comply with the Law against Discrimination and the Prevailing Wage Act, together with any and all rules, regulations and orders pertaining to same.

The quantities set forth in the specifications are estimated quantities only. The Borough is under no obligation to purchase any particular quantity of any particular item. The contract shall be for a period of twelve (12) months from award of bids. The successful bidder in each category shall be obligated to sell whatever number of items within the category the Borough orders for a period of twelve (12) months from award of bid.

All bidders must comply with the provisions of Exhibit A, attached hereto, entitled “Mandatory Equal Employment Opportunity Language”.

Bidders are not required to bid on all categories.

**FORM OF  
PUBLIC DISCLOSURE INFORMATION**

Pursuant to N.J.S.A. 55:25-24.2, if the bidder is a partnership or corporation, the following names and addresses are hereby furnished as the owners of an interest equal to 10% or more of such partnership or corporation. If one or more such stockholders or a partner is itself a corporation or partnership, the stockholders or partners hold 10% or more of the corporation or partnership shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria established by the above referenced statute has been listed.

**STOCKHOLDERS OR PARTNERS**

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Company Name

Signature \_\_\_\_\_

Title \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY:

: SS

COUNTY OF GLOUCESTER:

I, \_\_\_\_\_ of the City of \_\_\_\_\_,  
in the County 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 equipment; 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 equipment; and that all statements  
contained in said proposal and in this affidavit are true and correct, and made with full knowledge  
that the Borough of Glassboro 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 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. 52:34-25).

Name of Contractor

Please sign before a Notary Public

\_\_\_\_\_  
Signature

Sworn to and subscribed before  
me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_

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

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **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 SERVICES 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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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 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 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 Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

### **DURATION AND SCOPE**

It is the intent of the Borough of Glassboro to receive bids for guaranteed prices for the purchase of Concrete materials and other services listed below on an “as needed” basis for the twelve (12) month period from **January 1, 2012 to December 31, 2012.** Quantities are estimated solely for the purpose of comparing bids and may vary at the time of purchase.

### **DELIVERY**

All items bid must be deliverable within 5 days from order. Failure to meet the delivery date shall allow the Borough, at its discretion, to purchase the item from a supplier of its choice and to cancel the initial order regardless of the state in the delivery process it is in.

### **BASIS OF AWARD**

The Borough reserves the option of accepting the lowest bid by category or in total.



**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.* *5121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**EQUIPMENT RENTAL SERVICES**

	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
<b>2-5 Yard Dump</b>	_____	_____	_____
<b>10 Yard Dump</b>	_____	_____	_____
<b>15 Yard Dump</b>	_____	_____	_____
<b>Excavator-up to 200</b>	_____	_____	_____
<b>Excavator-up to 300</b>	_____	_____	_____
<b>Excavator-up to 400</b>	_____	_____	_____
<b>Bulldozer-up to D-5</b>	_____	_____	_____
<b>Backhoe-up to 580</b>	_____	_____	_____
<b>Mini Excavator</b>	_____	_____	_____
<b>Mini Excavator/w Breaking hammer</b>	_____	_____	_____
<b>Track Mini Loader-up to T770</b>	_____	_____	_____
<b>Mini Loader with attachments</b>	_____	_____	_____
<b>Mini Loader with 40" Planner</b>	_____	_____	_____
<b>Material Handler-up to 40'</b>	_____	_____	_____
<b>Scissor Lift-up to 45'</b>	_____	_____	_____
<b>Trench Compactor</b>	_____	_____	_____
<b>Wheel Loader</b>	_____	_____	_____
<b>Stone Shaker Screen</b>	_____	_____	_____
<b>Concrete Crusher</b>	_____	_____	_____
<b>Breaking Hammer for Excavator</b>	_____	_____	_____

- **MINIMUM HALF DAY RENTAL (4 Hours) ALL EQUIPMENT**

**BOROUGH OF GLASSBORO**  
**BID PROPOSAL FORM**  
**EQUIPMENT RENTAL SERVICES 2012**

The undersigned hereby declares and acknowledges that they have carefully examined and fully understand the specifications and conditions of this proposal.

The undersigned hereby certifies that this proposal is genuine and is made without collusion with any person, firm or corporation making a proposal for the same contract.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

Accepted by: \_\_\_\_\_, Mayor

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