

**SECTION 5**

**CONTRACT AWARD DOCUMENTS**

**CONTRACT**

THIS AGREEMENT is dated the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Township of Greenwich, a Municipal Corporation duly organized under the laws of the State of New Jersey, hereinafter referred to as “OWNER”, with its principal offices at 420 Washington Street, Gibbstown, NJ 08027 and \_\_\_\_\_ hereinafter referred to as “CONTRACTOR” with its principal place of business at \_\_\_\_\_.

**WITNESSETH:**

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

CONTRACTOR shall provide the chemicals as specified and indicated in the Contract Documents, which Documents are incorporated by reference herein. The Project under the Contract Documents are generally described as “Purchase of Chemicals for 2020-2022”.

**Article 2. CONTRACT TIME**

The CONTRACTOR shall be required to deliver the chemicals within the time specified in the Contract Documents after receipt of Award of Contract. The Delivery schedule is set for 10 business days from date of order.

**Article 3. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for the supply and delivery of the chemicals in accordance with the Contract Documents for the following chemicals and their respective prices:

**Article 4. PAYMENT PROCEDURES**

Payment will be made for chemicals delivered for the month at the first Council Meeting following delivery of the specified chemicals subject to the OWNER’s satisfaction.

**Article 5. CONTRACTOR’S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, specified chemicals and with all local conditions and federal,

state and local laws, Ordinances and rules and regulations that in any manner may affect cost, progress or performance of the Work.

5.2 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the Contract Documents and the written resolution thereof by the OWNER or the OWNER's representative is acceptable to CONTRACTOR.

#### Article 6. CONTRACT DOCUMENTS

The Contract documents which comprise the entire Agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 6.1 This Agreement.
- 6.2 Exhibits to this Agreement
- 6.3 Notice to Bidders
- 6.4 Notice of Award
- 6.5 Bid Specifications
- 6.6 Any addenda
- 6.7 CONTRACTOR's Bid Proposal and all attached documents.
- 6.8 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 6.9 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be altered, amended or repealed by a Modification in writing.

#### Article 7. MISCELLANEOUS

7.1 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent

(except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, Agreements and obligations contained in the Contract Documents.

7.3 This Agreement shall be interpreted according to the laws of the State of New Jersey, as set forth by the statutes and Court decisions.

7.4 This Agreement shall ensure to the benefit of and is binding upon the OWNER and its successors, assigns and legal representatives and CONTRACTOR and its successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have signed this Contract in duplicate. One counterpart each has been delivered to OWNER and the CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

**TOWNSHIP OF GREENWICH**

By: \_\_\_\_\_  
GEORGE W. SHIVERY, MAYOR

Attest: \_\_\_\_\_  
LORI BIERMANN, CLERK/DEPUTY CFO

**CONTRACTOR**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**NOTICE OF AWARD**

Project: Purchase of Chemicals for 2020-2022  
Type of Contract: Chemical Purchase

Amount of Contract:\$ \_\_\_\_\_

The OWNER has considered the Bid submitted by you for the above described chemicals in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your Bid has been accepted for the following chemicals and their respective prices:

You are required by the Information for Bidders to execute the Agreement within fourteen (14) calendar days from the date of the Notice to you.

If you fail to execute said Agreement within fourteen (14) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

OWNER: Township of Greenwich

By: \_\_\_\_\_

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women

workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;



(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or

arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

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

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Representative Name and Title

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

\_\_\_\_\_  
Date

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
My Commission expires:

**AFFIDAVIT OF COMPLIANCE WITH  
P.L. 1975, C. 127  
AFFIRMATIVE ACTION PROGRAM**

**NJSA 10:5-34 SUBMISSION OF BIDS; AFFIRMATIVE ACTION  
PROGRAM APPROVAL; FEE; EXEMPT SUBCONTRACTORS**

Each prospective bidder on a public works contract or contracts and each subcontract bidder to a prime contract bidder shall formulate and submit to the State Treasurer his or its affirmative action program of equal opportunity whereby he or it guarantees minorities employment in all employment categories; the submission shall be accompanied by a fee in an amount to be fixed by the State Treasurer. The State Treasurer shall notify the bidder of approval or disapproval of his or its program within 60 days of its submission; failure of the State Treasurer to act within 60 days shall constitute approval of the program. Any existing Federally approved or sanctioned affirmative action program shall be approved by the State Treasurer.

No subcontract bidder who has less than five employees need comply with the provisions of this section.

P.L. 1875, C. 127, S4

The following Bidder, \_\_\_\_\_ hereby affirms it will, if awarded the Contract(s), will fully comply with the Equal Employment/Affirmative Action provisions of New Jersey P.L. 1986, C. 127.

\_\_\_\_\_ Yes: 5 or more employees

\_\_\_\_\_ Not required: less than 5 employees

\_\_\_\_\_  
(Name of Company or Corporation)

By \_\_\_\_\_  
(Title)