

Borough of New Providence
Union County, New Jersey

Bidding Documents and Specifications
Plumbing Services
BID OPENING DATE: September 15, 2020
TIME: 11:00 A.M.

MAYOR
Allen Morgan

COUNCIL MEMBERS

Matthew Cumiskey
Peter DeSarno
Nadine Geoffroy
Michele Matsikoudis
Robert Munoz
Robert Robinson

BOROUGH ADMINISTRATOR
Douglas R. Marvin

BOROUGH CLERK
Wendi B. Barry

BOROUGH ATTORNEY
Paul Rizzo, Esq.

September 2020

**Borough of New Providence
Union County, New Jersey**

**Bidding Documents and Specifications
Plumbing Services
BOROUGH OF NEW PROVIDENCE**

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NOTICE TO BIDDERS
BOROUGH OF NEW PROVIDENCE

Sealed bids will be received by the Borough Clerk of the Borough of New Providence, County of Union, at 11:00 am, September 15, 2020 in the Third Floor Conference Room, 360 Elkwood Avenue, New Providence, New Jersey 07974 for:

Plumbing Services

in accordance with the specifications and proposal forms for same which may be obtained at the office of the Borough Clerk, 360 Elkwood Avenue, New Providence, New Jersey 07974.

Specifications and Forms of Bids for the approved work may be obtained by prospective bidders, during business hours, in the office of the Borough Clerk, at the Borough of New Providence Municipal Center, 360 Elkwood Ave, New Providence, New Jersey.

Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside addressed to the Borough Clerk, Borough of New Providence, 360 Elkwood Ave., New Providence, New Jersey 07974. The Borough will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the **NOTICE TO BIDDERS**.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et-seq. and NJ.AC. 17- 27-1 et seq. regarding discrimination and affirmative action.

The New Providence Mayor and Council reserves the right to award a Contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders.

Wendi B. Barry, Borough Clerk
BOROUGH OF NEW PROVIDENCE
Municipal Center 360
Elkwood Ave. New
Providence, NJ 07974

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of New Providence is soliciting bid proposals from qualified contractors to provide Traffic Signal and Maintenance and Repair services in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, be published in the Star Ledger, no later than five 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 Borough Clerk, or an official designated by the Borough, at 360 Elkwood Ave., New Providence, NJ, on September 15, 2020 at 11:00 a.m.. Bids must be delivered by hand or by mail to the Borough of New Providence, no later than September 15, 2020 at 11:00 a.m. All bid proposals will be date 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 in the public notice to prospective bidders:

- A. Bidder's Checklist;
- B. Bid Proposal;
- C. Bidder's Questionnaire;
- D. Statement of Bidder's Qualifications, Experience and Financial Ability;
- E. Bidder's Affidavit;
- F. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
- G. Stockholder Disclosure Certification;
 - I. Stockholder List;
- J. Non-collusion affidavit;
- K. Consent of surety;
- L. Affirmative Action Regulations;
- M. Bidder's Safety Acknowledgement
- N. Business Registration Certificate

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

2. DEFINITIONS

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

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract.

"Bid specifications" means all documents requesting bid proposals for bathroom renovation projects contained herein.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.

"Contracting unit" means 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" means the lowest responsible bidder to whom award of the contract shall be made.

"Governing body" means the governing body of the municipality, 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:11 -2.

"Legal newspaper" means the Courier News, the Daily Record and the Star Ledger.

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

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

A. Each document in the bid proposal must be properly completed in accordance with

N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.

B. Bid Proposals shall be hand delivered or mailed 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 Borough of New Providence in the advertisement for bids.

C. 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:
 - a) The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b) The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. The bid proposal contains Alternative Base Bid options. Only one Alternative Base Bid will be awarded under this Contract. Supplemental Bid Items are also being solicited under this Contract. The Borough of New Providence may, at its discretion, award all or any combination of the Supplemental Bid Items.

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 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 Borough of New Providence.

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 Borough of New Providence.

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 unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to NJ.AC. 7:26-16 et seq.

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 Borough of New Providence agrees to the assignment or other disposition.

4. AWARD OF CONTRACT

4.1 GENERALLY

A. The Borough of New Providence shall award the contract or reject all bids within 60 days from when bids are opened, 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 Borough of New Providence's decision, in writing, by certified mail.

B. The contract will be awarded to the bidder whose aggregate bid price is the lowest responsible bid.

C. The Borough of New Providence reserves the right any or all bids.

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of New Providence 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. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of New Providence to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3 RESPONSIBLE BIDDER

The Borough of New Providence shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A: 11-6.I and NJ.AC. 7:26H-6.8. The Bid Proposal of any bidder that

is deemed not to be "responsible" shall be rejected.

4.4 AFFIRMATIVE ACTION REQUIREMENTS

A. If awarded a Contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

B. Within seven days after receipt of notification of the Borough of New Providence's intent to award any contract, the Contractor must submit one of the following to the contracting unit:

- 1) If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.
- 2) If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.
- 3) If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

C. If the Contractor does not submit the affirmative action document within the required time period, the Borough of New Providence may extend the deadline by a maximum of the fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of New Providence to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

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 Forms(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 Borough of New Providence may not award a Contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1 SCOPE OF WORK

The Borough of New Providence is seeking bids from licensed plumbers to provide on-call services for all Borough owned buildings, facilities, and sites. The contractor will provide plumbing repairs, upgrades, installations, and replacements for components of Borough facilities and infrastructure on an as-needed basis during the contract period.

Typical services may include, but not limited to:

1. Clearing clogged or blocked drains

2. Installation of various plumbing fixtures

5.2 INVOICE AND PAYMENT PROCEDURE

A. The Borough of New Providence shall pay all invoices within 30 days of receipt. The Borough of New Providence will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of New Providence shall have 30 days from the date of receipt of the corrected invoice to make payment.

5.3 INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Borough of New Providence as an Additional Named insured indemnifying the Borough of New Providence with respect to the Contractor's actions pursuant to the Contract.

5.4 CERTIFICATES

Upon notification by the Borough of New Providence, the lowest responsible bidder shall supply to the Borough Clerk, within five (5) days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.5 INDEMNIFICATION

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

6. ADDITIONAL TERMS AND CONDITIONS

6.1 BID PROPOSAL PREPARATION

All proposals shall be made with typewriter, pen or ink. Each bid must be signed in pen or ink by a person authorized to do so. Proposals showing any erasure alteration must be initialed by the bidder in ink. Where discrepancies occur between unit figure and the extension, the unit figure will prevail. All bids must be placed in a sealed envelope plainly marked on the outside of the envelope "Plumbing Services". All bid proposals must be received prior to the time and date set for the opening. In the case of mailed bids, the Borough assumes no responsibility for bids received after the designated date and time. A late bid will be returned to the bidder unopened.

6.2 SALES TAXES

N.J.S.A 54:32b-1 et seq. exempts all materials sold to New Jersey Municipalities for sales or use taxes. Do not include them in figuring price.

6.3 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A 34:11-56.25 et. seq., is hereby made a part of every Contract entered into on behalf of the Borough of New Providence except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any sub-contractor(s) he might employ to perform the work covered by this proposal are listed or on record in the Office of the Commission of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

6.4 COMPLIANCE - LAWS

The bidder must comply with all local, state and federal laws, rules and regulations applicable to this Contract and to the work to be performed.

6.5 DEVIATION FROM SPECIFICATIONS

Proposals incorporating deviation which, in the opinion of the Borough Council departs from the intent and purpose of these specifications and conditions will not be considered.

6.6 BID PRICES

A. All prices quoted shall be firm and not subject to change during the period of the contract.

6.7 BIDDERS GUARANTEE

By submitting a proposal, the bidder covenants and agrees that it has satisfied from its own investigation of the conditions to be met, that it fully understands its obligations and that bidder will not make any claim form, or have the right to, cancellation or relief without penalty of the Contract because of any misunderstanding or lack of information.

6.8 TERMINATION OF CONTRACT

The Borough reserves the right to terminate any contract entered into as a result of this bid provided written notice has been given by the Borough Administrator to the contractor at least thirty (30) days prior to such proposed termination date. If deemed necessary, the Borough reserves the right to re-advertise the contract prior to the potential termination of the contract.

6.9 SUBCONTRACTING OR ASSIGNMENT

The contract may not be subcontracted or assigned by bidder, in whole or in part, without the prior written consent of the Borough Administrator.

6.10 DEBARRED LIST OF VENDORS

Bids will not be considered from any bidder listed on the debarred list published by the State of New Jersey.

6.11 FAILURE TO PERFORM WORK

In the event the bidder fails to perform the work and services provided in this contract in a good and workmanlike manner, the Borough shall have the right to perform or correct the work and services and recover the reasonable costs by deducting the amount from any monies which may

be due the bidder. The remedy provided in this section shall be in addition to any other remedy provided in the Contract or by law.

6.12 CHANGES

All items which are necessary in order to provide for the renovations of the bathrooms as described herein for the Borough of New Providence as required shall be furnished by the successful bidder at the bid price whether or not all details are specified herein.

The Borough without invalidating the Contract, may order changes consisting of additions, deletions, modifications and the contract sum shall be adjusted accordingly. All such changes in the Contract shall be authorized by written change order signed by the Borough Administrator.

The cost or credit to the Borough from a change in the Contract shall be determined by mutual agreement before executing the change involved.

The Borough Administrator may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the items are being purchased.

6.13 ADDITIONAL CLAIMS

Successful bidder agrees it will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the Contract on bidder part, or of any failure to fully acquaint itself with any conditions relating to the Contract.

6.14 ORAL INSTRUCTIONS

No interpretation of the meaning of the Specifications or Contract Documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to the Borough Administrator. Such request to be given consideration must be received at least ten (10) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which when issued will be mailed by Certified Mail to all prospective bidders currently on record, not later than five (5) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

6.15 GOVERNING LAW, STATE AND FUNDING

This contract shall be governed by and construed in accordance with N.J.A.C. 17:26H-6.i et seq., as well as the Local Public Contracts Law of the State of New Jersey. (N.J.S.A. – Title 40A:1 et seq. and N.J.A.C. 17:34-1 et seq.). All contracts are subject to the availability and appropriation of funds annually.

6.16 CONFORMANCE TO CONTRACT SPECIFICATIONS

The New Providence Borough Administrator, or his duly authorized representative, shall at all times be the sole judge of whether the Contractor is conforming to the terms of the Contract

and the performance shall be at all times subject to the direction of the New Providence Borough Administrator or his duly authorized representative.

6.17 GENERAL CONDITIONS

A. Damage to private or Borough property as the result of the Contractor's equipment or personnel must be reported in writing to the Borough Administrator within twenty-four (24) hours. It is also the sole responsibility of the Contractor to repair any and all damage(s) caused by their firm.

B. Any and all questions, comments, concerns or request for additional information should be written and directed to the following Borough office:

Douglas R. Marvin, Borough Administrator
BOROUGH OF NEW PROVIDENCE
360 Elkwood Avenue
New Providence, NJ 07974
908-665-1400

Bid Documents

BIDDER'S CHECKLIST
BOROUGH OF NEW PROVIDENCE

| Required by Owner | Read, Signed and Submitted | Initial |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------|
| <input checked="" type="checkbox"/> Bidder's Checklist | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Bid Proposal Form | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Bidder's Questionnaire | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Statement of bidder's qualifications, experience and financial ability | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Bidder's Affidavit | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Photo-copies of bidder's Certificate of Public Convenience And Necessity and an approval letter issued in conformance With N.J.S.A. 13:1E-126 | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Bid Guarantee (Form of Bid Bond) (with Power of Attorney for full amount of Bid Bond) | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Stockholder Disclosure Certification | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Stockholder List | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Consent of Surety (with Power of Attorney for full amount of Bid Bond) | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Affirmative Action Regulations | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Bidder's Safety Acknowledgement | <input type="checkbox"/> | _____ |

| Provided by Owner | Reviewed | Initial |
|--------------------------------------------------------------------------------------------------|--------------------------|---------|
| <input checked="" type="checkbox"/> Insurance Requirements and Hold Harmless Language | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Mandatory Affirmative Action Language (Exhibits A & B) | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> Americans with Disabilities Act of 1990 Language (Exhibit C) | <input type="checkbox"/> | _____ |

RATES

Regular Hourly Rate; Mon.-Fri. (7 AM - 5 PM) _____ per hour
After Hours Rate; Mon.-Fri. _____ per hour
Weekend Rate _____ per hour
Holiday Rate _____ per hour
Markup of materials above vendor cost _____ %
Other fees or charges _____

ON-CALL RESPONSE TIME

Regular hours; Mon.-Fri. _____ minutes/hours
Urgent (risk of property damage) _____ minutes/hours
Emergency (high risk or danger of injury or loss of life) _____ minutes/hours
Number of employees available for emergency calls _____

SIGNATURE _____

We acknowledge that the Borough may award a contract or reject all bids at its sole discretion. We further acknowledge that, if an award is to be made, the award shall be based on analysis of bids and calculation of a total price as derived from the sum of the base bid and selection of alternate items, if any, as may be chosen by the Borough, in a quantity not to exceed the individual quantities specified above.

We further declare that we have carefully examined the Instructions to Bidders, specifications and contract form, herein referred to and propose to furnish and deliver all necessary materials specified and in the manner and time prescribed.

We further agree to enter into a contract with the Borough of New Providence to furnish and deliver the services described in this bid contained in the Bid Proposal.

We (I) certify the address below to be our true address to which notice of acceptance of Bid may be mailed, telegraphed, or delivered.

COMPANY NAME

FEDERAL ID # OR SOCIAL SECURITY #

MAILING ADDRESS

SIGNATURE OF AGENT

TYPE OR PRINT NAME

TELEPHONE NUMBER

DATE

CONTRACTOR REGISTRATION NUMBER

BUSINESS REGISTRATION SEQUENCE NUMBER

BIDDER'S QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for Plumbing Services for the *Borough of New Providence*. **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 Mayor and Council 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 Mayor and Council in the past five years? If the answer is "Yes," state when, where and why. A complete explanation is required.

**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE
AND FINANCIAL ABILITY**

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS:

I, _____, am the (OWNER, PARTNER, PRESIDENT, OR CORPORATE OFFICER) of _____, and being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Mayor and Council to award _____ the contract for Plumbing Services. Projects in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the *Borough of New Providence* will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
4. I also understand and agree that the Mayor and Council may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the *Borough of New Providence*, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the *Borough of New Providence* with any information necessary to verify the answers given.

| | |
|-------------------------------------|----------------|
| _____ Name of Firm or Individual | _____ Title |
| _____ Signature | _____ Date |

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

Notary Public _____

My Commission expires _____, 20____ .

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

BIDDER'S AFFIDAVIT

STATE OF _____ }
 COUNTY OF _____ } SS:

I, _____, being duly sworn, depose and say that I reside
 at _____
 _____, that I am
 the (give title) _____ who signed the above
 Proposal, that I was duly authorized to sign the Proposal, that the Bid is a true offer of the
 Bidder, that the seal attached is the seal of the Bidder, and that all declarations and
 statements contained in the Bid are true to the best of my knowledge and belief.

BIDDER'S NAME: _____

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Sworn to and subscribed

before me this _____ day

of _____ 20____ .

 Notary Public

My commission expires

7.6 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/A-901
APPROVAL LETTER

Name _____

Complete Address _____

Telephone Number _____

Certificate Number _____ Date _____

ATTACH AN ORIGINAL COPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY TOGETHER WITH AN ORIGINAL COPY OF A-901 APPROVAL LETTER

FORM OF BID BOND

Know now by these PRESENTS, that we, the undersigned:

_____ (NAME OF PRINCIPAL) as Principal,

AND _____ (NAME OF SURETY) as Surety, are held and firmly bound unto the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE, in UNION COUNTY, in the penal sum of

\$ _____ dollars (the penal sum shall be equal to 10% of the Base Bid), lawful money of the UNITED STATES, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these PRESENTS.

The condition of the obligation is such that, whereas the PRINCIPAL has submitted the accompanying BID dated _____ for the following project or purchase:

_____,
now, therefor, the principal shall not withdraw said BID within the period specified therein, to wit: 60 DAYS after the opening of the same, and shall within ten (10) days after the prescribed forms are presented to the Principal for signature, enter into a written contract with the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE, in accordance with the BID as accepted, and good and sufficient SURETY or SURETIES, as may be required, for the faithful performance and proper fulfillment of such contract. In the event of the withdrawal of said BID, within the period specified, of the failure to enter into such contract within the time specified, the PRINCIPAL shall pay the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE, the difference between the amount specified in said BID and the amount for which the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE may procure the required equipment. If the former amount be in excess of the latter, then the above obligation to be void and of no effect, otherwise it is to remain in full force and virtue.

In witness whereof the above-bounded parties have executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to proper authority.

In presence of:

By:

(SEAL)

(Individual Principal)

(SEAL)

(Surety)

Countersigned by: _____
(Attorney in Fact)

STOCKHOLDER STATEMENT OF OWNERSHIP
CORPORATION AND/OR PARTNERSHIP OWNER INFORMATION

(PL 1977, c. 33, Approved April 3, 1977)

Every corporation and/or partnership submitting a bid shall submit a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the 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 greater interest therein, as the case may be. If one or more such stockholder, or partner, is itself a corporation, or partnership, the stockholders holding 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. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established by this Notice, shall have been listed.

This information must be provided on the following page or attached to this page, or a certification must be submitted that such disclosure does not apply to this bidder.

STOCKHOLDER LIST CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned (partnership) (corporation). And the percentage of stock owned. If none, so state here:_____

 Corporate Name

Attest: _____

 Officer

 (Print or Type Name)

 (Print or Type Name)

(Affix Corporate Seal)

Attest: _____

 Officer

 (Print or Type Name)

 (Print or Type Name)

[Stockholders list begins on following page]

STOCKHOLDER LIST

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____}

SS:

COUNTY OF _____}

I, _____, residing in _____ of _____,
County of _____ and the State of _____, of full age,
being first duly sworn according to law, on my oath depose and say that:

I am the _____ (sole owner, a partner, president,
secretary, etc.) of _____, the Bidder making the foregoing
Proposal for the Bid entitled _____, and that I executed
the proposal with full authority to do so; that said Bidder has not, directly or indirectly, entered
into any agreement, participated in any collusion, or otherwise taken any action in restraint of
free, competitive bidding in connection with the above-named project; and that all statements
contained in said Proposal and in this affidavit are true and correct, and made with full
knowledge that the BOROUGH OF NEW PROVIDENCE relies upon the truth of the
statements contained in said Proposal and in the statements contained in this affidavit in
awarding the contract for the said project.

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

_____.

SIGNED: _____

PRINT NAME: _____

DATE: _____

Sworn to and subscribed

before me this _____ day
of _____ 20____.

Notary Public

My commission expires _____

AFFIRMATIVE ACTION REGULATIONS

☒ **A. PROFESSIONAL, GOODS AND SERVICE CONTRACTS** - Each 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:

1. Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (*Letter of Federal Approval*);
2. A certificate of employee information report approval, issued in accordance with NJAC 17:24-4 (*State Certificate*);
3. 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 NJAC 17:27-4.

☐ **B. CONSTRUCTION CONTRACTS** – 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 AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with NJAC 17:27-7.

We hereby understand and will comply with the appropriate sections above and all other appropriate provisions of NJSA 10:5-31 et seq. (NJAC 17:27).

I certify that this information is correct to the best of my knowledge.

Firm name

Signature

Title

Sworn to and subscribed

before me this _____ day
of _____ 20____ .

Notary Public

My commission expires

7.13**BIDDERS SAFETY ACKNOWLEDGEMENT**

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA), NJ Traffic regulations and the requirements of the State of New Jersey Department of Labor and Industry and Manual On Uniform Traffic Control Devices (MUTCD) shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations. These regulations include, but not limited to, the regulations concerning Trench Excavation, Traffic Control, Competent Persons and Confined Space Regulations.

If it is observed by an official representative of the BOROUGH OF NEW PROVIDENCE that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in accident, I acknowledge that this BOROUGH OF NEW PROVIDENCE representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.

Witness or Attested By

Signature

STATE OF NEW JERSEY }

COUNTY OF } SS: "Plumbing Services"

I, _____, am the (OWNER, PARTNER, PRESIDENT,
OR CORPORATE OFFICER)
of the _____, and being duly sworn, I depose
and say:

I am employed by the firm of _____, the 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 will comply with
the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to
comply with the provisions of Public Law 1975, Chapter 127.

Name of Firm or Individual

Title

Signature

Date

Sworn to and subscribed

before me this _____ day
of _____ 20____.

Notary Public

My commission expires

8. **ATTACHMENTS**

8.1 **Attachment #1 – Affirmative Action**

(REVISED 4/10)

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.

Attachment #1 (Continued)

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

8.2 Attachment #2 – Americans With Disabilities Act of 1990

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12 1 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 thereto, 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 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 proceedings 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.