TOWNSHIP OF DENVILLE
1 ST. MARY’S PLACE
DENVILLE, N.J. 07834

BIDDER

ADDRESS

PHONE #

FAX #

E-MAIL

TITLE OF BID

MUNICIPAL BID # 6-2019

Licensed Electrical Control and Technical Services for
Public Utilities – Water and Sewer Dept.

THOMAS W. ANDES, MAYOR

TOWNSHIP COUNCIL

DOUGLAS GABEL, COUNCIL PRESIDENT
BRIAN BERGEN
GLENN R. BUJE
GARY BOROWIEC
STEPHANIE LYDEN
JOHN MURPHY
NANCY WITTE
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For Public Utilities – Water and Sewer

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- Ownership Disclosure Statement
- Acknowledgment of Receipt of Changes to Bid Documents Form
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- Subcontractor Public Works Contractor Registration
- List of Principal Subcontractors
- Disclosure of Investment Activities in Iran
- Proposal, with Bidder’s Affidavit

PART II Bid Document Submission Checklist
(Items discretionary for bid, but mandatory for award)

- NJ Business Registration Requirements
- Statement of Bidder’s Responsibility
- Consent of Insurance Coverage
- Proof of Authority
- Certification of Bidders Status on the Debarment List
- Prevailing Wage Affidavit
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- Engineer’s Estimate
- Equipment Certification
- Affirmative Action Affidavit

Required upon award: Signed Contract and current insurance certificate
NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids will be received by the Township of Denville (hereinafter called the "Owner") for:

Municipal Bid # 6-2019
Licensed Electrical Control and Technical Services for Public Utilities – Water and Sewer Dept.

Sealed bids for the above named Contract, within the Township of Denville, Morris County, New Jersey ("Owner"), will be received by the Township Clerk at the Township of Denville, 1 St. Mary's Place, Denville, New Jersey 07834 on October 10, 2019, at 11:00 am. prevailing time, at which time they will be publicly unsealed and the contents publicly announced.

No bid will be received unless in writing on the forms furnished, and unless accompanied by bid security in the form of a bid bond, cashier’s check, or a certified check made payable to the Township of Denville in an amount equal to 10% of the amount of the total bid, but not exceeding $20,000.

Bidders must use the prepared bid form which is contained in the Contract Documents. Each individual proposal must be separately enclosed in a sealed envelope addressed to Kathryn Bowditch-Leon, Township Clerk, Township of Denville, 1 St. Mary's Place, Denville, New Jersey 07834 marked on the outside with the number of the contract(s) and name of the project being bid on.

No bids will be received after the time and date specified, and no bids will be received by mail. Bids shall be received by courier service (date and time recorded) or shall be hand delivered. The Owner shall award the Contract or reject all bids within 60 days of bid opening, except that the bids of any bidders who consent thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

The Owner will evaluate bids and any award will be made to the lowest, responsive, responsible bidder in accordance with N.J.S.A. 40A:11-6.1. The Owner reserves the right to reject any or all bids and to waive minor informalities or irregularities in bids received.

All bid security except the security of the three apparent lowest responsible bidders shall be returned, unless otherwise requested by the bidder, within ten (10) days after the opening of the bids, Sundays and holidays excepted, and the bids of the bidders whose bid security is returned shall be considered withdrawn.

Each bidder must submit with his bid a signed certificate stating that he owns, leases or controls all the necessary equipment required to accomplish the work shown and described in the Contract Documents. Should the bidder not be the actual owner or lessee of such equipment, his certificate shall state the source from which the equipment will be obtained.

Bid packets may be reviewed and downloaded online at no cost through the New Jersey Purchasing Group online bid system, www.bidnetdirect.com/new-jersey or downloaded on the Township of Denville web-site www.denvillenj.org by going to quick links and current projects. Questions should be directed to Darlene Price, Purchasing Agent at 973-625-8300 ext. 296 or by e-mail to purchasing@denvillenj.org

Bidders are required to comply with the provisions of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27, 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.

Each Bidder must submit with his bid an “Ownership Disclosure Statement” and “Non-Collusion Affidavit” on the forms included in the Contract Documents.


Pursuant to P.L. 2004, c.57 (N.J.S.A. 52:32-44) effective September 1, 2004, all business organizations that conduct business with a New Jersey government agency are required to be registered with the State of New Jersey. Bidders and their subcontractors must submit proof that at the time of the Bid they are registered with the New Jersey Department of Treasury, Division of Revenue by submitting a copy of their New Jersey Business Registration Certificate prior to Contract award.

The Instructions to bidders, Detailed Specifications, General Requirements and all other documents, which are part of this specification, shall apply to the entire specification and to any part thereof, and shall be part of this Contract. The division of the specifications into sections and paragraphs is for convenience only, and is not necessarily an accurate division.

It is the purpose of this Notice to Bidders to summarize some of the more important provisions of the Contract Documents. Prospective bidders are cautioned not to rely solely on this summary, but to read the Contract Documents in their entirety.

By Order of the Township of Denville

Kathryn Bowditch-Leon, Municipal Clerk
Township of Denville

Specifications for
Licensed Electrical Control and Technical Services for
Public Utilities - Water and Sanitary Sewer

- Bid is for price of hourly rate as specified and not a guarantee of minimum or maximum hours per year.

- Award of contract will be based on the Township’s determination of the bidder’s qualifications and not solely on hourly rates.

- Electrical Services to provide 24 hour/day (7 days/week) (365 days/year) routine and/or emergency electrical control repair services as needed, electrical control diagnostic service, electrical control calibration, new electrical control equipment installations, electrical maintenance. Work is to be performed at various water and sewer facilities located throughout the Township and Township owned water and sewer facilities located beyond municipal boundaries. Electrical Services shall respond within 1 hour for emergency situations and within 24 hours for non-emergency situations.

- Qualifications required include: New Jersey Licensed Electrical Contractor, manufacturer’s certification for repair and service of ABB Variable Frequency Drives, ABB Flow Meters, ABB Automation, and Pulsar Ultrasonic Level and Flow. Electrical Services shall have experience with all facets of work to be performed outlined below. Township facilities include electrical components of various vintages and manufacturers and Electrical Services must be experienced to work on all faculties.

- Work to be performed may include: diagnostic trouble-shooting service, calibration and repair on but not limited to ABB and other Variable Frequency Drives, Allen-Bradley Controls, Pump Controllers, ABB Pressure Transmitters, Pulsar Ultrasonic Transmitters, Chessel Chart Recorders, Fisher & Porter Chart Recorders, ABB Chart Recorders, ABB Mag Flow Meters, Fisher-Porter Mag Flow Meters, electrical wiring, conduits, fixtures, controls, lamps, electrical devices, fuses, bus bars, time delay units, circuit breakers and panels, electrical motors and disconnects, control relays, contact blocks, circuit protection devices, water tower and water treatment plant controls and circuits, variable frequency drive controls, alarm system controls, pressure
recorders, chart recorders, pressure transmitters, transducers, transfer switches, and generator circuits and controls.

- Contractor must have equipment, personnel, and technical expertise to perform test instrumentation for calibration of all 4-20 milliamp signal inputs, 4-20 milliamp test sets and simulators for calibration, recording instrumentation for voltage, amperage, RPMs, voltage spikes, pressure recorders, and chart recorder calibration.

- Electrical Services must be able to provide guidance and recommendations to the Township for repairs, upgrades, and new installations. Electrical Services must be able to specify required parts and materials to be furnished by Township.

- Electrical Service is to provide all necessary tools of the trade, specialized equipment, labor, supervision, parts and materials as required. Electrical Services are to maintain inventory of common replacement parts to minimize repair time.

- All work must be preauthorized by the Director of Public Works. Written estimates may be required for non emergency work as requested by the Township and must be submitted within 48 hours of request. Township reserves the right to solicit and accept quotes for any new installation of work exceeding $1,000. Invoices for emergency work must be submitted within 48 hours.
Direct communication must be to the Director of Public Works.
Contractor must be able to provide 2 hour response time, if requested as an emergency
Contractor must be able to provide after hour and weekend emergency services if needed.

State of New Jersey Electrical License #: ________________________________

Provide copy of all pertinent licenses # ________________________________
Provide copy of all pertinent certifications ________________________________

Are subcontractors to be utilized? [ ] YES [ ] NO.

If yes please provide State of New Jersey Electrical License #: ________________________________
A NJ Business Registrations and a Publicworks Certificate will be required

QUALIFICATIONS

The Contractor shall:
1. Have a minimum of five (5) years’ experience and be able to demonstrate a proficiency in the field of electrical repair and skilled electrical control troubleshooting.
2. Be a licensed electrician in the State of New Jersey.
3. Possess a current Public Works Contractor’s certificate.
4. Be capable of providing twenty-four (24) hour emergency service.
5. Provide only skilled, qualified individuals for the services herein described.

REFERENCES

The Contractor shall provide a minimum of three (3) references where similar work has been performed. The Contractor shall provide the name of the entity, address, and contact person and phone number. The Township reserves the right to contact and verify these references. Specifications.

1.

2.

3.
EMERGENCY SERVICE

Emergency Calls

The following minimum requirements shall be met for emergency maintenance service:

1. Successful Contractor must be on the job site within two (2) hours after receiving an emergency repair call.
2. Successful Contractor must provide unlimited emergency service, twenty-four (24) hours a day, seven (7) days a week.
3. Failure to respond to emergencies shall result in liquidated damages in the amount of one (1) hour’s rate for each hour that the Contractor fails to respond.

COMMUNICATIONS

The successful Contractor must have some means of electronic communications activated 24 hours a day, 7 days a week, to insure that immediate contact can be made by the Township when emergencies arise.

CONTRACTOR’S CONTACT LIST – VENDOR TO COMPLETE THIS SECTION

The individuals listed below will be directly responsible for the administration and performance of this contract:

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INSTRUCTIONS TO BIDDERS

RECEIPT AND OPENING OF BIDS

The Township of Denville (hereinafter called the "Owner"), invites bids in the form of proposal attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Municipal Building, 1 St. Mary's Place, Denville, New Jersey 07834, in the Township Clerk’s conference room, at 11:00 a.m., prevailing time, on the date specified in the Notice to Bidders.

Bids may be submitted by Certified Mail, Return Receipt Requested, as detailed in the Notice to Bidders. The Owner will not assume responsibility for bids forwarded through the mail if lost in transit at any time prior to bid opening.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

AWARD OF BIDS

The Owner shall award the bid or reject all bids therefor within sixty (60) days after they are received. If for any reason the Owner is unable to make an award within such sixty (60) days, it shall be lawful for the Owner and each of the lowest responsible Bidders to agree upon an extension not exceeding an additional thirty (30) days.

GENERAL

The Instructions to Bidders, Detailed Specifications, General Requirements and all other documents, which are part of this specification, shall apply to the entire specification and to any part thereof, and shall be part of this Contract. The division of the specifications into sections and paragraphs is for convenience only, and is not necessarily an accurate division.

Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

• N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
• N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
• N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
• Bidder should consult the statutes or legal counsel for further
PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

PROPOSAL FORMS SHALL NOT BE REMOVED FROM THE SPECIFICATION BOOKLET. PROPOSALS MUST BE MADE UPON THE BLANK FORMS PROVIDED.

Proposals must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address and the name of the project for which the bid is submitted.

Successful Bidders must be prepared to comply in all respects with the nondiscrimination provisions of the New Jersey Nondiscrimination in Employment Statutes and New Jersey Prevailing Wage Act which are included in the specifications by reference.

QUALIFICATION OF BIDDERS

After the opening of bids and when directed by the Owner the Bidder must submit a sworn statement setting forth such information as the Owner may require concerning his financial condition, present and proposed equipment, the personnel and qualification of his working organization, prior experience and performance record. The Bidder, if requested, shall prove to the satisfaction of the Owner that he has successfully completed similar projects for other persons. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Owner may, by resolution approved by a majority of the governing body and subject to the terms of the Local Public Contracts Law, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the Owner finds that it has had a prior negative experience with the bidder.

BID SECURITY

Each bid must be accompanied by a cashier's check, certified check or bid bond for $2,000 duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner in the amount of ten percent (10%) of the bid or $20,000, whichever is smaller. The check or bid bond shall be made payable to the Owner. All bid security, except the security of the three apparent lowest responsible bidders, shall be returned within ten (10) days of the opening of bids. Within three (3) days of the awarding and signing of the contract and the approval of the Contractor's performance bond, the bid security of the remaining bidders shall be returned.
AWARD OF CONTRACT

The Contract shall be awarded to the lowest responsible and responsive Bidder in the best interest of the Township of Denville. The lowest responsible and responsive Bidder shall have submitted a proposal which complies with the requirements of these Contract Documents and a bid which is the lowest bid submitted by Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the Contract.

EQUAL BIDS

When two or more bids are equal and are the lowest responsible bids, the Owner may award the Contract to the bidder whose bid, in the discretion of the Owner, is the most advantageous, price and other factors considered. The resolution of award shall explain why the bidder selected is the most advantageous.

AUTHORITY TO REJECT BIDS

The Owner reserves the right to reject all proposals, and to readvertise under those circumstances recognized in the Local Public Contracts Law, 40A:11-13.2 as amended.

A contracting unit may reject all bids for any of the following reasons:

a. The lowest bid substantially exceeds the cost estimates for the goods or services;

b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;

c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;

d. The contracting unit wants to substantially revise the specifications for the goods or services;

e. The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;

f. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds (if required) within the (10) days after he has received notice of the award and acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest therein, or any part thereof or of his power to execute such Contract to any other person, company, or corporation without the prior consent in writing of the Township, and he shall not assign, whether by power of attorney, or otherwise, any of the monies to become due and payable under this Contract unless by and with like consent. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest, therein, or any part thereof, or of his power to execute this Contract to any other person, company or corporation, this Contract may, at the option of the Township, be revoked and annulled and the Township shall thereupon be relieved and discharged from any and all liability and obligations growing out of this Contract to the Contractor and to the person, company, or corporation to whom he shall assign, transfer, convey, sublet or otherwise dispose of the same; and the Contractor and his assignee, transferee or sub lessee shall forfeit and lose all monies thereto earned under this Contract, except so much as may be required to pay his employees; and no right under this Contract or to any money to become due hereunder shall be asserted against the Township, at law or in equity, by reason of any so-called assignment of this Contract or any part thereof, or of any monies to grow due there under unless authorized as aforesaid by written consent of the Township provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the laws of the State of New Jersey.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing and e-mailed to the purchasing agent to purchasing@denvillenj.org or faxed to 973-627-7260. To be given consideration, each such request must be received at least ten (10) business 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 to the specifications which, if issued, will be published in a legal newspaper and mailed by Certified Mail with Return Receipt Requested or by certified facsimile transmission (meaning that sender’s facsimile machine or e-mail produces a receipt showing the date and time of transmission and that the transmission was successful), or by a delivery service that provides certification of delivery to the sender, to each of the persons who has received a bid package, at the respective addresses furnished for such purpose, not later than seven (7) days – Saturdays, Sundays and holidays excepted – prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents. If any addenda materially change the solicitation, the Owner may postpone the date for the opening of bids.
EXECUTION OF CONTRACT

The Bidder to whom a contract is awarded shall execute the contract and bond(s) required within ten (10) days after the contract has been forwarded to him for execution by the Owner. Should the Bidder fail to execute and deliver the contract and bond(s) within the time above mentioned, the Owner may thereupon, in his discretion, declare the bid forfeited and may either award that contract to the next lowest Bidder or readvertise that contract for new proposals, in which case the Bidder will pay, without proof of notice or demand to the Owner:

1. The expense of reletting the contract; and

2. Any difference between the sum which the said Bidder would have been entitled to receive upon the completion of the contract if awarded to him and the sum which the Owner may be obliged to pay to the person or persons by whom the contract shall be finally executed, provided the latter sum is greater, using the same specifications as the basis for comparison.

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds, consents of surety, performance bonds or maintenance bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

NEW JERSEY SALES TAX

The Township of Denville is a body politic and corporate and as such is qualified for exemption under the New Jersey Sales Tax Law from the sales tax. Therefore, the Contractor shall not charge the sales tax on materials and labor in connection with any work being performed for it. The Contractor should advise his suppliers and furnish them with the necessary exemption forms so that this charge will not be made on this project.

LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over this matter shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

P.L. 1999, c. 440 and its provisions shall control to the extent of any inconsistency between that legislation and these specifications.
OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the same and to have read and to be thoroughly familiar with the specifications and contract documents including all addenda. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve that Bidder from his obligation in respect to his bid.

EXAMINATION OF AND FAMILIARITY WITH WORK

Each bidder must inform himself fully of the conditions under which the work will be performed. Failure to do so will not relieve a successfully bidder of the obligation to furnish all plant, labor, material, equipment, facilities and services necessary to carry out the provisions of the Contract Documents and to complete the required work for the consideration set forth in the bid.

Bidders are expected to read and become familiar with the Contract Documents, including all addenda; to visit the site of the work; to make their own estimates of the plant, labor, material, equipment, facilities and services needed to perform the work; to make any required tests and inspections and to evaluate the difficulties attending the execution of the proposed Contract, including local conditions, site conditions, location and availability of utilities, labor, transportation facilities, uncertainties of weather, subsurface conditions and other contingencies. In no case will the Owner or the Engineer assume any responsibility whatsoever for any interpretation, deduction or conclusion to be drawn from the Contractor's examination of the site. Failure to become aware of all conditions affecting the work will not relieve the successful bidder from assuming all responsibility for estimating the difficulties and cost of successfully performing the complete work. The failure or omission of any bidder to receive or examine any form, instrument or document; or to make any required tests or inspections shall in no case relieve any bidder from any obligation under the Contract Documents.

Drawings of previous construction on the site may be available. If available, such drawings may be reviewed at the Owner's offices.

Neither the Owner nor the Engineer make any express or implied representations or warranties as to the accuracy of the information shown on drawings of previous construction or any interpretation of same. The Contractor shall ascertain by his own filed inspections the accuracy of the information shown on any existing drawings or reports.

CHANGE ORDERS

ANY SUBMISSION FOR PARTIAL OR FINAL PAYMENT SHALL INCLUDE ANY AND ALL CHANGE ORDER REQUESTS AS OF THE DATE OF SUCH SUBMISSION. VENDORS WILL NOT BE PAID FOR ANY POST-DATED CHANGE ORDER SUBMITTED AFTER THE PAYMENT REQUEST VOUCHER HAS BEEN RECEIVED BY THE ADMINISTRATORS OFFICE.
PERIOD OF CONTRACT

The initial term of this contract is for one year. Upon agreement of the parties, two (2) (1) one-year extensions of this contract shall be subject to the following limitations:

a. The extension shall be awarded by resolution of the Municipal Council upon a finding by the Municipal Council that the services under this contract are being performed in an effective and efficient manner; and

b. Any price change included as part of an extension shall be based upon the price of the original contract as increased by the change in the CPI index rate, N.Y. – Northeastern N.J., base year 1984=100, for the twelve (12) months preceding the most recent monthly calculation available at the time this contract is renewed. The terms and conditions of the contract shall remain substantially the same.

ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liabilities to the contractor for all things done or furnished in connection with the contract and for every act and neglect of the Owner and others relating to or arising out of this contract. No payment, however, final or otherwise, shall operate to release the contractor or his sureties from any obligations under this contract or the performance bond.

DATE OF ACCEPTANCE

The date of acceptance shall be the date upon which the Owner makes the final payment to the contractor hereunder.

RIGHT TO TERMINATE CONTRACT

The Owner shall have the right to declare the contractor in default in any of the following eventualities:

1. The contractor becomes insolvent;
2. The contractor makes an assignment for the benefit of creditors, pursuant to the Statutes of the State of New Jersey or any other state;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the contractor;
4. The contractor fails to commence work when notified to do so by the Owner;
5. The contractor shall abandon the work;
6. The contractor shall, without just cause, reduce his working force to a number which, if maintained, would be insufficient in the opinion of the Owner, to complete the work on the breathing air station/compressor in accordance with the progress schedule and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Owner;

7. The contractor shall not sublet, assign, transfer, convey or otherwise dispose of his contract other than as herein specified;

8. A receiver or receivers are appointed to take charge of the contractor's property or affairs;

9. The Owner shall be of the opinion that the contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance and completion of the work;

10. The Owner shall be of the opinion that the contractor is or has been willfully or in bad faith violating any of the provisions of the contract;

11. The Owner shall be of the opinion that the contractor is not or has not been executing the contract in good faith and in accordance with its terms;

12. The Owner shall be of the opinion that the work cannot be completed within the time herein specified or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Owner’s opinion, attributable to conditions within the contractor's control; and

13. The work is not completed within the time herein provided therefor or within the time to which the contractor may be entitled to have such completion extended.

Before the Owner shall exercise its right to declare the contractor in default, the contractor shall be given an opportunity to be heard on two (2) days' notice.

The right to declare the contractor in default for any of the grounds specified or referred to herein shall be exercised by sending the contractor a notice, signed by the Owner, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the contractor shall immediately discontinue all further operations under this contract.

The Owner, after declaring the contractor in default, may then have the work completed by such means and in such manner by contract or without public letting, or otherwise, as the Owner may deem advisable. After such completion, the Owner shall certify the expense incurred in such completion, which shall include the cost of reletting as well as the total amount of liquidated damages (at the rate provided for herein) from the date when the work should have been completed by the contractor in accordance with the terms hereof to the date of actual completion of the work.

Such certification shall be binding and conclusive upon the contractor as to the amount thereof.

The expense of such completion, as so certified by the Owner, shall be charged against and deducted from such moneys as would have been payable to the contractor if he had completed the work; and the balance of such moneys if any, subject to other provisions of this contract, shall be paid to the contractor without interest after such completion. Should the expense of such completion, so certified by the Owner, exceed the total sum which would have been payable under this contract if the same had been completed by the contractor, any such excess shall be paid by the contractor to the Owner upon demand.
STANDARDS AND SUBSTITUTIONS

The name and make of any article, device, material, form of construction, or equipment, etc., named in these Specifications, whether or not the words, "or equal!", are used, shall be known as "standard." All proposals shall be based on the standard quality specified. Where two or more standards are named together, bidders may bid on any standard named, regardless of the order in which they are named.

It is the intention of the Specifications to permit the Contractor to base his bid on an "equal." If he chooses to base his bid on a "so-called equal" he does so at his own risk. In order to obtain approval to use this "equal", the following steps must be taken:

1. The complete specification and description of the proposed equal bid shall be furnished to the Owner for approval, prior to the award of Contract.

2. In all cases concerning the equality of any substitution, the decision of the Owner shall be final.

If the Contractor does not seek approval as described above, one of the standards named shall be used.

CONSIDERATION OF PROPOSALS

Competency and responsibility of bidders, their facilities, and experience in similar work will be considered in making the awards as well as costs. Bids from parties not regularly and practically engaged in the scope and class of work bid upon, may be rejected at the discretion of the Owner.

Each bidder shall submit with the proposal a list of other Owners for which he has completed similar projects.

No bid will be accepted from, or a Contract awarded to, any party, nor will any surety or bonding corporation be accepted as surety, who, or which, is in default upon any Contract or obligation to the State or to this or any other municipality. Failure of any bidder to have completed a previous contract will be evidence of irresponsibility. Failure of a bonding corporation to have completed or paid for completion of a previous contract, where a Contractor has failed to complete, will be evidence of a default.

Two proposals from a firm, or a corporation under a different name, will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be the cause of the rejection of all proposals in which he has been interested. Any or all proposals will be rejected if there is a reasonable ground for supposing that there is collusion among the bidders, and all participants in such collusion will receive no further recognition for this work.
EXTENSION OF TIME

Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, project engineer, or any other Contractor employed by the Owner under the work, or any damage caused by fire, or other casualty, for which the Contractor is not responsible, or by the combined action of workmen, in no way caused by or resulting from default or collusion on the part of the Contractor (burden of proof being the Contractor’s), or abnormal weather conditions, then the time fixed for completion of the work will be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the Owner, but no such allowance will be made unless a claim therefor is presented in writing to the Owner within forty-eight (48) hours of the occurrence of such delay, and then only when approved in writing by the Owner.

EXTENSION OF TIME NOT A WAIVER

Any extension of time beyond the date fixed for completion or the doing and acceptance of any part of the work called for by the Contract shall not be deemed a waiver by the Owner of its right to annul or terminate the Contract for abandonment or delay in the manner provided for by the terms of the Contract, nor relieve the Contractor from full responsibility.

INDEMNIFICATION

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner and the owner’s officers, boards, departments, administrators, commissions, consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys’ fees, legal costs and legal expenses arising out of or resulting from the performance of the contractor’s work under this contract, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the contractor, anyone directly or indirectly employed or retained by the contractor, or anyone for whose acts the contractor may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder.

Contractor shall further indemnify and hold harmless the owner and the owner’s officers, boards, departments, administrators, commissions, consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys’ fees, legal costs and legal expenses arising out of or resulting from the performance of the work provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the owner or the owner’s consultants, agents, representatives, or employees and arises out of this project or the work performed on this project and provided such claim, damage, loss, cost or expense is not caused by the sole negligence of a party indemnified hereunder.

This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.
RIGHT TO ACCEPT OR REJECT PROPOSALS

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject any or all bids, and to waive any informalities or irregularities in the bids received, if it is in the best interest of the Owner to do so.

CONTENTS OF BID

Each bidder who makes a proposal on this project must submit a lump sum price, which price shall cover all costs of any nature, incident to and growing out of the work.

PRICES BID

Prices shall be stated clearly in the appropriate places in the "Form of Proposal," and bids may be considered informal which contain items not specifically required in the "Form of Proposal."

AMERICAN GOODS AND PRODUCTS TO BE USED

Only manufactured products of the United States, whenever available, shall be used.

SIGNATURE OF BIDDERS

The firm, corporate, or individual name of the bidder must be signed in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized to so sign. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm." In case of an individual, use the term "doing business as," or "sole Owner."

All corporations or partnerships bidding on this Contract shall submit simultaneously with the bid a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (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 ten percent (10%) or more of the corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner exceeding that ten percent (10%) ownership criteria established in the act has been listed.
HOLIDAYS

Work shall not take place on the following holidays: New Year's Day, President's Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day following Thanksgiving, Christmas Day. In the event of an emergency, authorization must be given by the Department of Public Works Director and the Business Administrator.

NEW JERSEY PREVAILING WAGE

The successful bidder must comply with all terms and tenets as enumerated within the New Jersey Prevailing Wage act N.J.S.A. 34:11-56.25 et seq. New Jersey State Prevailing Wage Act.

The Contractor shall fully comply with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 effective January 1, 1964, as amended by Chapter 64 of P.L. 1974. The Contractor shall, as ascertained from the Commissioner of Labor and Industry, pay the prevailing wage rate in the locality in which the contract is to be performed for each craft or trade needed to perform the contract.

All provisions of Chapter 150, P.L. 1963 as amended by Chapter 64, P.L. 1974 and the clauses required by Chapter 150, P.L. 1974 shall be deemed to be included herein. It will be the responsibility of the Contractor to comply with these wage rates as set forth by this law.

CONTRACTOR'S EMPLOYEES

The Bidder will not be permitted to employ any laborer, working man or mechanic contrary to the rulings of the various authorities having jurisdiction.

The Bidder shall not employ any employee of the Owner.

NON-DISCRIMINATION

The Contractor shall fully comply with the New Jersey Non-Discrimination in Employment Statutes, N.J.S.A. 10:2-1 through 10:2-4 and the Rules and Regulations adopted pursuant thereto effective October 5, 1966. Requests for information or material may be addressed to: Division of Civil Rights, 52 West State Street, Trenton, New Jersey 08608.

EMERGENCIES

If an emergency arises, the contractor is responsible for contacting the Township Director of Public Works within a two (2)-hour time frame or as soon as possible. The contractor must supply the Township of Denville a cellular phone number to be able to call if an emergency arises.
LOCATION SECURITY

Buildings, gates, and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working. Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.

CONSTRUCTION SAFETY ACT

The Contractor shall at all times comply with the latest applicable State laws pertaining to Safety of Workers in the construction field. The Contractor shall adhere to the Construction Safety Act, P.L. 1962, Ch. 45 (N.J.S.A. 34:5-166 et seq.) as revised, as well as the Federal Department of Labor Safety and Health Regulations pursuant to the Occupational Safety and Health Act of 1972 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54).

SOLID WASTE DISPOSAL

The bidder is directed to N.J.A.C. 7:26-1 et seq., Rules of the Department of Environmental Protection, Division of Waste Management. The Contractor shall be required to follow the applicable rules and regulations. In general, these regulations require that all solid wastes (including, without limitation, concrete, black top, demolition or construction debris, unacceptable fill, etc.) must be disposed in an approved, licensed disposal facility. Also, any truck hauling this type of material to a landfill must have a permit issued by the Bureau of Registration and Permit Administration, NJ Department of Environmental Protection, 840 Bear Tavern Road, Trenton, New Jersey 08625.

Prior to the removal of any solid waste material from the site, the Contractor shall submit a written statement from a licensed solid waste disposal facility operator which grants the Contractor permission to use the facility for the disposal of material originating at the Owner’s project site.

Under the price bid, the bidder shall include the cost of all permit and disposal fees and hauling costs which may be necessary for compliance with all applicable laws and regulations.

BIDDERS REFERRED TO LAWS AND SAFETY

The attention of the bidders is especially directed to the provisions of Federal, State, County and Municipal laws, statutes and regulations that may apply to the work, including particularly all safety regulations. the provisions of the U.S. Occupational Safety and Health Act (OSHA) and its implementing regulations and all safety standards promulgated thereunder shall be observed by the Contractor in the performance of the Contract, whether or not they would otherwise be applicable.

Such provisions refer to obstruction of streets, traffic safety, open burning, maintaining of signals, excavation, storing and handling of explosives, etc. Particular note is to be taken also of those provisions affecting the Contractor and his employees in the prosecution of the work and his relation to any political subdivision or person. All applicable laws, statutes, ordinances and regulations shall be obeyed and complied with by the Contractor, his subcontractors and all of his
representatives, including, without limitation, all applicable provisions of Federal and New Jersey State Labor Laws.

The Contractor shall be solely and completely responsible for conditions in, on or near the job site, including safety of his operations during performance of the work. This requirement will apply continuously 24 hours a day until final acceptance of the work by the Owner and shall not be limited to normal working hours.

Construction observation of the Contractor’s performance by the Engineer is not intended to and shall not include review of the adequacy of the Contractor’s safety measures in, on or near the construction site.

The Contractor shall provide to the Owner and the Engineer, in writing, prior to beginning any work, the names and emergency telephone numbers of the Contractor’s “competent person” or “competent persons” as defined in 29 CFR Section 1926.32 (f), one or more of whom shall be present at the construction site at all times, whenever construction activities are taking place. Prior to beginning any work, the Contractor shall also submit emergency action plans, where applicable and as required by OSHA, Title 29 CFR, Part 1910 and Part 1926. In addition to any required by OSHA, a written emergency action plan shall be required for confined space entry, trenching/excavation, underground and overhead utilities.

Where work activities are performed in or adjacent to roadways, the Contractor is required to conform to the "U.S. Department of Transportation, Federal Highways Administration, Part VI, Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations, Uniform Traffic Control Devices (MUTCD) 1988 edition, revision 3, September 3, 1993" and latest revisions. In particular where work activities are performed in or adjacent to roadways, the Contractor shall be required to provide a "Buffer Space" as required under 7C-2c.(3a & b) of the above standards. Also, traffic controls such as drums used for traffic warning or channelization and barricades for control of traffic shall be installed in accordance with 8F-5e. thru g. of the above standards. Where the work activities are performed in or adjacent to roadways where the “Buffer Space” cannot be achieved, a detour of traffic around the roadway shall be provided.

In addition, no work shall commence without the Contractor contacting the utility mark-out firm (1-800-272-1000) or any other utilities not contracted with the utility mark-out firm for a mark-out prior to construction. In addition, prior to commencing any work, if the utility mark-out firm or other utilities have been contacted for a mark-out and there have been no utilities marked on the ground when work is ready to commence, the Contractor is not to assume that there are no utilities in the area and shall confirm this by re-contacting the utility mark-out firm and/or utility companies to insure that there are in fact no utilities in the area.

SUBCONTRACTOR REQUIREMENTS

In most cases, all subcontractors will be hired directly by the Township of Denville.

In the event a subcontractor is required for a specific job, a formal change order will be required.
The laws pertaining to public bidding in the State of New Jersey on contracts for the erection, alteration or repair of any public building, require that a prime contractor list his subcontractors at the time of bid for any of the following subcontracted work:

(1) The plumbing and gas fitting and all kindred work;

(2) Steam power plants, steam and hot water heating and ventilating apparatus and all kindred work;

(3) Electrical work; and

(4) Structural steel and ornamental iron work.

Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories (1) through (4) specified hereinabove in this section, the bidder shall submit to the Owner a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the Owner simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the Owner, the Owner shall award the contract to the next lowest responsible bidder. The bidder may also be required to identify any subcontractors other than the trades described above.

PUBLIC WORKS CONTRACTOR REGISTRATION

The bidder’s attention is directed to the provisions of P.L. 1999, c.238 (N.J.S.A. 34:11-56.48, the Public Works Contractor Registration Act), which requires registration with the New Jersey Department of Labor as a condition to bidding on or engaging in a contract for a public work, as defined therein.

The referenced Act became effective April 11, 2000 with revisions effective August 16, 2003 and pertains to Contractors who perform work subject to the New Jersey Prevailing Wage Act.

Unless the bidder and each subcontractor has registered with the New Jersey Department of Labor, the bid will be considered non-responsive.

PUBLIC WORKS CONTRACTS REGARDING WITHDRAWAL OF BID

Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.
A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to the Township Clerk at 1 St. Mary's Place, Denville, NJ 07834. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, The Township Clerk may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

DEBARMED

The Contractor may be debarred, suspended or disqualified from contracting on any project financially assisted by the State of New Jersey or the New Jersey Department of Environmental Protection if the Contractor commits any of the acts listed in N.J.A.C. 7:1-5.2.

No work may be awarded to a Contractor or subcontractor who is included on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders, or who has been debarred, suspended or disqualified from New Jersey Department of Environmental Protection contracting pursuant to N.J.A.C. 7:1-5.

AMERICANS WITH DISABILITIES ACT (EQUAL OPPORTUNITY FOR INDIVIDUAL WITH DISABILITIES)

The Contractor and the Owner do hereby agree that the provision of Title 11 of the Americans with Disabilities Act of 1960 (the "Act") (42 U.S.C. 12101 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 thereunto, are made a part of this agreement. In providing any aid, benefit or service on behalf of the Owner pursuant to this agreement, 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
agreement, 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 Act 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 agreement 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 limited the Contractor's obligations assumed in this agreement, nor 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 this agreement or otherwise at law.

SECURITY MEASURES OF OWNER

All bidders shall become familiar with the Owner's security measures prior to the time of bid. The bid shall take into consideration any cost or effect on performance resulting from the Owner's requirements and limitations as it pertains to access and use of the Owner's facilities.

BUSINESS REGISTRATION CERTIFICATE FOR BIDDER AND SUBCONTRACTORS

The bidder's attention is directed to the provisions of P.L. 2004, c.57 (N.J.S.A. 52:32-44) which requires registration with the New Jersey Department of Treasury, Division of Revenue, as a condition to bidding on or engaging in a contract that is publicly bid. Bidders and their subcontractors of any tier must comply with the provisions of P.L. 2004, c.57 (N.J.S.A. 52:32-44)
and submit proof that the bidder is registered with the New Jersey Department of Treasury, Division of Revenue, by including a copy of the Business Registration Certificate issued to the bidder and any subcontractor by the Division of Revenue in the bid submitted to the Owner.

The referenced Act became effectuated September 1, 2004.

Unless the bidder and any subcontractor has registered with the New Jersey Department of Treasury, Division of Revenue, the bid will be considered non-responsive.

**NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.

**AFFIRMATIVE ACTION LAW**

The Contractor is familiar with and will fully comply with the anti-discrimination, equal employment opportunity and affirmative action requirements obligations imposed by New Jersey Law pursuant to N.J.S.A. §10:2-1 et seq., N.J.S.A. §10:5-1 et seq., N.J.S.A. §10:5-31 et seq., and the rules regulations pursuant thereto, including N.J.A.C. 17:27. During the performance of this Contract, the Contractor agrees, pursuant to N.J.S.A. §10:5-31 et seq., N.J.A.C. 17:27 attached hereto; Mandatory Equal Employment Opportunity Language for Construction Contracts.

**INSURANCE**

The Contractor is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to the Township showing that the Contractor has obtained all insurance coverage required herein. Neither the Contractor nor any of the Contractor's agents, employees or subcontractors will be permitted to enter the site or to perform any work on the Contract unless all of the insurance required by the Contract Documents is in effect.

Nothing contained herein or in the Contract Documents shall be construed as limiting the extent of the Contractor’s liability for claims or damages resulting from or related to the Contractor's operations under this Contract.
All insurance required hereunder (except Workers’ Compensation Insurance policies) shall include the interests of the Township; Contractor; Engineer and Engineer’s consultants, County of Morris, if applicable, all of whom shall be listed as additional named insured on such policies by endorsement. Contractor waives all rights against the Township; Engineer and all parties named as additional insured in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as additional insured, also known as a waiver of subrogation.

The Contractor acknowledges that the Township, Engineer and Engineer’s consultants have insurable interests in the project under the Contractor’s insurance policies.

The Contractor shall purchase and maintain, at its sole expense, insurance as will provide protection from claims and liabilities which may arise out of or result from Contractor’s performance and furnishing of the work and Contractor’s other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any of Contractor’s subcontractors or sub-subcontractors (of any tier), by anyone for whose acts any of them may be liable, with companies satisfactory to the Township, as follows:

**DIFFERING SITE CONDITIONS PROVISIONS:**

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) (a) If the contracting unit’s investigation and directions increase the contractor’s costs or time of performance, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If both parties agree that the contracting unit’s investigation and directions decrease the contractor’s costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, “differing site conditions” mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

Suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit’s control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days’ written notice, the contractor shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor’s suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor’s notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit’s ability to adequately investigate and defend against the claim.

Change in character of work provisions:
(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, delays or shortens the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

Change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be
reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."
BID DOCUMENT SUBMISSION CHECKLIST

Township of Denville Licensed Electrical Control and Technical Services
for Public Utilities – Water and Sewer Dept.

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

<table>
<thead>
<tr>
<th>Required With Submission of Bid (Owner's checkmarks)</th>
<th>Initial Each Item Submitted With Bid (Bidder's initials)</th>
</tr>
</thead>
<tbody>
<tr>
<td>√ A bid guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond)</td>
<td></td>
</tr>
<tr>
<td>√ A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22 (Consent of Surety)</td>
<td></td>
</tr>
<tr>
<td>√ A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Shareholder Disclosure)</td>
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</tr>
<tr>
<td>√ Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) pursuant to N.J.S.A. 40A:11-23.1</td>
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<td>√ Certificate of Registration pursuant to Public Works Contractor Act, N.J.S.A. 34:11-56.48</td>
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<tr>
<td>√ A listing of subcontractors pursuant to N.J.S.A. 40A:11-16.</td>
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<tr>
<td>√ A signed &quot;Disclosure of Investment Activities in Iran N.J.S.A. 40A:11-2.1</td>
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<tr>
<td>√ Bid is legally executed on behalf of the bidder, Proposal, with Bidder's Affidavit (notarized)</td>
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</table>

B. Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

<table>
<thead>
<tr>
<th>Required With Submission of Bid (Owner's checkmarks)</th>
<th>Initial Each Item Submitted with Bid (Bidder's initials)</th>
</tr>
</thead>
<tbody>
<tr>
<td>√ New Jersey Business Registration pursuant to N.J.S.A. 52:32-44</td>
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<tr>
<td>√ Certification of Bidders Status on the State Treasurer's list of Debarred Suspended and Disqualified Bidders</td>
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<tr>
<td>√ Proof of Authority</td>
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<tr>
<td>√ Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment</td>
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<tr>
<td>√ Statement of Bidders Responsibility</td>
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<tr>
<td>√ Submission of a Non-Collusion Affidavit (notarized)</td>
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<tr>
<td>√ Consent of Insurance Coverage (notarized)</td>
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<td>√ Affirmative Action Affidavit (notarized)</td>
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<td>√ Engineer's Estimate Affidavit (notarized)</td>
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<tr>
<td>√ Affirmative Action AA-201 Initial Project Workforce Report</td>
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<td>√ Prevailing Wage Affidavit</td>
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<tr>
<td>√ Proof of Authority and Bidders Personnel</td>
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</tbody>
</table>

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: ____________________________

By Authorized Representative: Signature: ____________________________

Print Name and Title: ____________________________Date: ______
***

PLEASE PAY SPECIAL ATTENTION TO THE FOLLOWING NOTE WHICH IS REFERENCED ON THE BID BOND DOCUMENT PAGE.

NOTE: ANY VARIATION IN THE LANGUAGE OF THE BID BOND FROM THIS FORM MAY BE DEEMED NON-RESPONSIVE AND A MATERIAL DEFECT. RECOVERY ON THE BID BOND MUST NOT BE LIMITED TO THE DIFFERENCE BETWEEN THE PRINCIPAL’S BID AND THE BID OF ANOTHER PARTY TO WHOM THE CONTRACT MAY BE AWARDED DUE TO PRINCIPAL’S DEFAULT.

***

IN ORDER FOR THE BID BOND TO BE VALID IT MUST REFERENCE THE CORRECT TOWNSHIP OF DENVILLE BID INFORMATION

(SEE THE CORRECT INFORMATION BELOW)

“Township of Denville Licensed Electrical Control and Technical Services for Public Utilities – Water and Sewer Dept”
Muni Bid# 6-19”
NOTE: ANY VARIATION IN THE LANGUAGE OF THE BID BOND FROM THIS FORM MAY BE DEEMED NON-RESPONSIVE AND A MATERIAL DEFECT. RECOVERY ON THE BID BOND MUST NOT BE LIMITED TO THE DIFFERENCE BETWEEN THE PRINCIPAL’S BID AND THE BID OF ANOTHER PARTY TO WHOM THE CONTRACT MAY BE AWARDED DUE TO PRINCIPAL’S DEFAULT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ____________________________ as Principal, and ____________________________, as Surety, are hereby held and firmly bound unto the Township of Denville, County of Morris, as OWNER in the penal sum of $__________________________ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns. Signed this _________ day of ______________________, 20   . The Condition of the above obligation is such that whereas the Principal has submitted to the Township of Denville, County of Morris, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

   a) If said Bid shall be rejected, or

   b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid), and shall furnish a Bond for his faithful performance of said contract,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way be impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extensions.

BB-1
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereeto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

__________________________ (L.S.)
Principal

__________________________ (L.S.)
Surety

By _________________________

IMPORTANT - Surety companies executing BONDS must be authorized to transact business in the State of New Jersey.

Bid Bond must be accompanied by (a) appropriate acknowledgments of the respective parties (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.
ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of ______________________
County of ______________________

SS:

BE IT REMEMBERED, that on this ______ day of __________, 20 __, before me, the subscriber, a ______ of the State of __________, personally appeared ______________________, who I am satisfied, is the person who signed the within instrument as __________ of __________ the corporation named therein and he thereupon acknowledged that said instrument made by the corporation and signed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

______________________________
(Notary or Attorney at Law)

* * * * * * * * * * * * * * * * *

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of ______________________
County of ______________________

SS:

BE IT REMEMBERED, that on this ______ day of __________, 20 __, before me, the subscriber, a ______ of the State of __________, personally appeared ______________________, who I am satisfied, is one of the members of the firm of __________ the partnership named therein and he thereupon acknowledged that the said instrument made by the partnership and signed by him, was signed, sealed and delivered by him as such partner and is the voluntary act and deed of the partnership.

______________________________
(Notary or Attorney at Law)

* * * * * * * * * * * * * * * * *
ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of ____________________________

County of ____________________________

BE IT REMEMBERED, that on this ___ day of ___ , 20___ , before me, the subscriber, a _____________, personally appeared _____________, who I am satisfied, is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

________________________________________
(Notary or Attorney at Law)

Affix acknowledgments of Sureties.
STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

This Statement Shall Be Included with
All Bid and Proposal Submissions

Name of Business: ____________________________________________

Address of Business: ________________________________________

Name of person completing this form: ____________________________

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any
contract nor shall any agreement be entered into for the performance of any work or
the furnishing of any materials or supplies, unless prior to the receipt of the bid or
proposal, or accompanying the bid or proposal of said corporation, said partnership,
or said limited liability company there is submitted a statement setting forth the
names and addresses of all stockholders in the corporation who own 10 percent or
more of its stock, of any class, or of all individual partners in the partnership who
own a 10 percent or greater interest therein, or of all members in the limited liability
company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or
partnership or limited liability company, the stockholders holding 10 percent or more
of that corporation's stock, or the individual partners owning 10 percent or greater
interest in that partnership, or the members owning 10 percent or greater interest in
that limited liability company, as the case may be, shall also be listed. The
disclosure shall be continued until names and addresses of every noncorporate
stockholder, and individual partner, and member, exceeding the 10 percent
ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is
publicly traded may submit the name and address of each publicly traded entity and
the name and address of each person that holds a 10 percent or greater beneficial
interest in the publicly traded entity as of the last annual filing with the federal
Securities and Exchange Commission or the foreign equivalent, and, if there is any
person that holds a 10 percent or greater beneficial interest, also shall submit links to
the websites containing the last annual filings with the federal Securities and
Exchange Commission or the foreign equivalent and the relevant page numbers of
the filings that contain the information on each person that holds a 10 percent or
greater beneficial interest."
The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

**Part I**

Check the box that represents the type of business organization:

- □ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- □ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- □ Partnership □ Limited Partnership □ Limited Liability Partnership
- □ Limited Liability Company
- □ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- □ Other (be specific): ____________________________________________________________

**Part II**

☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below.**

*(Please attach additional sheets if more space is needed):*
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Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

AND

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ___ day of ______________________, 20__.

(Affiant)

(Notary Public)

My Commission expires:

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)
ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

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

<table>
<thead>
<tr>
<th>Local Unit Reference Number or Title of Addendum/Revision</th>
<th>How Received (mail, fax, pick-up, etc.)</th>
<th>Date Received</th>
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___ Check here if no addendums were issued

Acknowledgment by bidder:

Name of Bidder: ____________________________________________________________

By Authorized Representative:

Signature: ________________________________________________________________

Printed Name and Title: ___________________________________________________

Date: ______________________________

This form must be acknowledged and signed whether or not addendums were issued
CERTIFICATE OF REGISTRATION
PURSUANT TO PUBLIC WORKS CONTRACTOR ACT
N.J.S.A. 34:11-56.48

ATTACH A COPY OF THE CERTIFICATE OR REGISTRATION FOR THE BIDDER
AND FOR EACH PRINCIPAL SUBCONTRACTOR
PUBLIC WORKS CONTRACTOR REGISTRATION SHALL APPLY TO EACH SUBCONTRACTOR LISTED

All prime subcontractors must be listed above. Prior to award of contract, the successful contractor must provide to the Township of Denville the names of all subcontractors including non-prime subcontractors along with copies of their business registration certificate and public works contractor license. Payment will not be made for unauthorized Subcontractors.

__________________________________________  ________________
Signature                                        Date
LIST OF PRINCIPAL SUBCONTRACTORS

Pursuant to NJ Local Public Contracts Law 40A:11-16, each bidder shall list the name or names of, and provide evidence of performance security (Consent of Surety) from all subcontractors to whom the Bidder proposes to subcontract the furnishing of plumbing and gas fitting, and all kindred work, of the steam and hot water heating and ventilating apparatus, of steam and hot water heating and ventilating apparatus, of steam power plants and kindred work, and of electrical work, structural steel and ornamental iron work, each of which subcontractor shall be qualified in accordance with the Contract Documents and N.J.S.A. 40A:11-16.

In most cases, all subcontractors will be hired directly by the Township of Denville.

In the event a subcontractor is required for a specific job, a formal change order will be required.

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(Add Additional Sheets, if so required)

PLEASE NOTE: A Business Registration Certificate and a New Jersey Public Contractor’s Registration Certificate must be provided for each listed Subcontractor.
The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25”):

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

List Date: July 30, 2019
TOWNSHIP OF DENVILLE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Township of Denville

Bidder/Offeror: ____________________________________________________________

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NONRESPONSIVE.

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 list is found on the New Jersey Division of Purchase and Property'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 nonresponsive. If the Township finds a person or entity to be in violation of law, action shall be taken 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 THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder'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 below.

☐ OR

I am unable to certify as above because the bidder 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 nonresponsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

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.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, MAKE COPIES OF THIS FORM AND ATTACH HERETO.

Name __________________________ Relationship to Bidder/Offeror __________________________

Description of Activities ________________________________________________________________

_________________________________________ Duration of Engagement __________________________ Anticipated Cessation Date __________________________

Bidder/Offeror 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 above-referenced person or entity. I acknowledge that the Township of Denville is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township of Denville in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Denville and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): __________________________ Signature: __________________________
Title: __________________________ Date: __________________________
PROPOSAL: LICENSED ELECTRICAL CONTROL AND TECHNICAL SERVICES FOR
PUBLIC UTILITIES – WATER AND SEWER FOR THE TOWNSHIP OF DENVILLE,
COUNTY OF MORRIS, STATE OF NEW JERSEY.

Date of contract: November, 2019 through October, 2020
(1 year from date of award)

BIDDER: ________________________________________________

DATE: ______________________________________

Proposal of ____________________________ (hereinafter called, "Bidder"), a corporation
of the State of ___________ a partnership, an individual doing business as ______________
______________

To the Township of Denville, County of Morris and State of New Jersey (hereinafter called,
"Owner")

Upon agreement of the parties (2) two (1) one-year extensions of this contract may be
made subject to the following limitations:

The extension shall be awarded by resolution of the Municipal Council upon a finding by
the Municipal Council that the services under this contract are being performed in an effective and
efficient manner; and any price change included as part of an extension shall be based upon the
price of the original contract as increased by the change in the CPI index rate, N.Y. –
Northeastern N.J., base year 1984=100, for the twelve (12) months preceding the most recent
monthly calculation available at the time this contract is renewed; and the terms and conditions of
this contract shall remain substantially the same.

The Contractor shall comply with the requirements of P.L. 1975, c. 127 and with N.J.S.A.
34:11-56.25 et seq., as amended by Chapter 64, New Jersey Public Laws of 1974, with respect to
the payment of the prevailing wage rate in the Boonton, Montville, Mountain Lakes, and the
Denville local area, and specification of such wage rates in the contract for each craft, trade or
classification.
The Bidder, in compliance with your invitation for bids, for the furnishing of labor and equipment in the Township of Denville during this contract period, and being familiar with contract documents and all of the conditions surrounding the supplying of the service, hereby proposes as follows:

**PROPOSAL:** Bidders are asked to submit bids and prices to be inclusive of all travel expenses and all costs related to obtaining materials if required. All work to be completed according to UCC Regulations and Township of Denville Ordinance.

**Please write clearly**

$_________ hourly rate, Monday through Friday 8am – 4pm

$_________ hourly rate for after Township hours

$_________ holiday rate

Bidder understands that he will be legally responsible if these specifications are not met. Bidder further understands that the Owner reserves the right to reject any or all bids and to waive any informalities.

The Bid Security attached is in the sum of $2,000.00 and is to become the property of the Owner in the event the contract is not executed within the time set forth above.

**ATTEST:**

Respectfully submitted,

__________________________________________

(Seal) if Bidder is a corporation

By __________________________, Title

__________________________________________

(Address)

__________________________________________

**IMPORTANT: THIS FORM MUST BE COMPLETED**
BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF ____________________

COUNTY OF ____________________

________________________________ being duly sworn, deposes and says that

(s)he resides at ____________________________

________________________________

that (s)he is the (give title) ____________________________

who signed the above Proposal, or Bid, that (s)he was duly authorized to sign, and that the Bid is
a true offer of the Bidder, and that the Seal attached is the seal of the Bidder, and that all the
declarations and statements contained in the Bid are true to the best of his knowledge and belief.

__________________________________________

(Affiant) (Title)

SUBSCRIBED AND SWORN TO BEFORE
ME THIS ______ DAY OF ______,
20 ______

______________________________
(Notary Public)

My Commission Expires:

________________________________

Proposal
CONSTRUCTION CONTRACTS

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

ATTACH A COPY OF THE BUSINESS REGISTRATION CERTIFICATE ISSUED BY THE DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE, FOR THE BIDDER AND FOR EACH PRINCIPAL (NAMED) SUBCONTRACTOR.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO ITS SUBCONTRACTORS AND SUPPLIERS OF THE RESPONSIBILITY TO SUBMIT PROOF OF BUSINESS REGISTRATION TO THE CONTRACTOR. THE REQUIREMENT OF PROOF OF BUSINESS REGISTRATION EXTENDS DOWN THROUGH ALL LEVELS (TIERs) OF THE PROJECT.

BEFORE FINAL PAYMENT ON THE CONTRACT IS MADE BY THE CONTRACTING AGENCY, THE CONTRACTOR SHALL SUBMIT AN ACCURATE LIST AND THE PROOF OF BUSINESS REGISTRATION OF EACH SUBCONTRACTOR OR SUPPLIER USED IN THE FULFILLMENT OF THE CONTRACT, OR SHALL ATTEST THAT NO SUBCONTRACTORS WERE USED.


A BUSINESS ORGANIZATION THAT FAILS TO PROVIDE A COPY OF A BUSINESS REGISTRATION AS REQUIRED PURSUANT TO SECTION 1 OF P.L. 2001, c.134 (N.J.S.A. 52:32-44 ET AL) OR SUBSECTION e. OR f. OF SECTION 92 OF P.L. 1977, c.110 (N.J.S.A. 5:12-92) OR THAT PROVIDES FALSE BUSINESS REGISTRATION INFORMATION UNDER THE REQUIREMENTS OF EITHER OF THOSE SECTIONS, SHALL BE LIABLE FOR A PENALTY OF $25 FOR EACH DAY OF VIOLATION, NOT TO EXCEED $50,000 FOR EACH BUSINESS REGISTRATION COPY NOT PROPERLY PROVIDED UNDER A CONTRACT WITH A CONTRACTING AGENCY.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at https://www.nj.gov/treasury/revenue/busregcert.shtml. These resources and a Frequently Asked Questions resource should be consulted when questions arise.
STATEMENT OF BIDDER'S RESPONSIBILITY

(This statement must accompany the Bid)
(IMPORTANT: Attach a separate statement for each subcontractor)

1. Name under which Bidder/subcontractor conducts business:__________________________
____________________________________________________________________________

2. Business address:________________________________________________________________

3. Business phone number_________________ fax number_____________________
E-mail address______________________________________________________________________

4. Form of Bidder's/subcontractor's business:

_____ Individual
_____ Corporation
_____ Partnership

If Bidder is a joint venture, all questions must be answered by each venturer:

If a corporation, state:

Date of incorporation____________________________________________________________

State of incorporation___________________________________________________________

Address of principal office in New Jersey___________________________________________

____________________________________________________________________________

Names and addresses of all officers of the corporation_______________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

SBR-1
If a partnership, state:

Date of organization

Is partnership general or limited

Names and addresses of general partners

5. State the number of years during which the Bidder/subcontractor has engaged in business under the name set forth above:

6. If within the last five (5) years the Bidder/subcontractor conducted business under another name, or if the Bidder/subcontractor was the successor to another business within the last five (5) years, state the former name and address and the period during which such business operated:

Prior Name:

Prior Address:

Period of Operation:

7. Has the Bidder/subcontractor or any other officer, director or partner thereof been adjudicated a bankrupt in the past ten (10) years?

If so, give full details including the name and address of such person and his present position with the Bidder/subcontractor:

8. Has any member of the firm, or officer of the corporation, been an officer in a corporation which has been in bankruptcy?

If yes, give particulars.

9. Has the Bidder/subcontractor or any predecessor thereof ever failed to complete any work under any contract or subcontract?
If so, give full details:___________________________________________________________

10. Has the Bidder/subcontractor or any predecessor thereof ever failed to execute a contract awarded to the Bidder/subcontractor or any predecessor?____________________

If so, give full details:___________________________________________________________

11. List 2 or 3 general business references:

<table>
<thead>
<tr>
<th>Name</th>
<th>Type of Business</th>
<th>Address</th>
<th>Phone</th>
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</table>

12. List bank references:

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<th>Name</th>
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13. List all of the contracts for similar work which are presently being performed by the Bidder/subcontractor as prime contractor or subcontractor. Give names and addresses of the municipality or party served including the names of the officials of such municipalities or parties who are familiar with the work being performed.

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Type of Work</th>
<th>Mun./Party Served</th>
<th>Official</th>
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SBR-3
14. Provide a list of references for projects completed within the past five (5) years. Give names, addresses and phone number of the municipality or party served including the names of the officials of such municipalities or parties who are familiar with the work being performed.

(1) Reference: ____________________________________________
Location: _______________________________________________
Contact: __________________________ Phone No.: (____) __________
Description of Project: ______________________________________

(2) Reference: ____________________________________________
Location: _______________________________________________
Contact: __________________________ Phone No.: (____) __________
Description of Project: ______________________________________

(3) Reference: ____________________________________________
Location: _______________________________________________
Contact: __________________________ Phone No.: (____) __________
Description of Project: ______________________________________

(4) Reference: ____________________________________________
Location: _______________________________________________
Contact: __________________________ Phone No.: (____) __________
Description of Project: ______________________________________

(5) Reference: ____________________________________________
Location: _______________________________________________
Contact: __________________________ Phone No.: (____) __________
CONSENT OF INSURANCE COVERAGE
CONSTRUCTION PROJECTS

WHEREAS, as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the Township of Denville, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith;

NOW, THEREFORE BE IT KNOWN THAT, if the Township of Denville shall accept the bid of the Principal and the Principal shall enter into a contract with the Township of Denville in accordance with the terms of such bid, we the undersigned, do hereby state that we will provide the Principal with insurance coverage as set below:

The Contractor is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to the Township showing that the Contractor has obtained all insurance coverage required herein. Neither the Contractor nor any of the Contractor's agents, employees or subcontractors will be permitted to enter the site or to perform any work on the premises unless all the insurance required by the Contract Documents is in effect.

Nothing contained herein or in the Contract Documents shall be construed as limiting the extent of the Contractor's liability for claims or damages resulting from or related to the Contractor's operations under this Contract.

All insurance required hereunder (except Workers' Compensation Insurance policies) shall include the interest of the Township listed as additional insured. The Contractor waives all rights against the Township in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against the Township, also know as a waiver of subrogation.

The Contractor shall purchase and maintain, at its sole expense, Insurance as will provide protection from claims and liabilities which may arise out of or result from the Contractor's performance and furnishing of the work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any of Contractor's subcontractors or sub-subcontractors (of any tier), by anyone for whose acts any of them may be liable, with companies satisfactory to the Township, as follows:

a. Worker's Compensation and Employer's Liability Insurance. Covering all employees including owners, partners and or officers of the Contractor directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State or States involved and shall have an Employer's Liability Insurance limit of not less than $1,000,000 for bodily injury by accident, $1,000,000 for occupational disease and $1,000,000 aggregate limit.

b. Commercial General Liability Insurance. With a limit of not less than $1,000,000 each occurrence and $3,000,000 general aggregate. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards and completed operations and products liability coverage. Blanket Contractual Liability Insurance must be included, expressly insuring the Contractor's liability for occurrences assumed by the Contractor under the indemnification clause set forth in the Contract entitled, to the extent covered by the standard form of Commercial General Liability policy in New Jersey (Broad Form with Blanket Contractual Liability Endorsement).

c. Owners' and Contractor's Protective Liability Insurance. With a minimum limit not less than the value of the project.
d. Comprehensive Automobile Liability Insurance. Covering Contractor for claims arising from all owned, hired and non-owned vehicles with a limit of not less than $1,000,000 combined single limit.

e. Umbrella Liability Insurance. Providing coverage at least as broad as that provided by the Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance required above, for a limit of not less than $3,000,000 each occurrence and aggregate.

f. Builder’s Risk Insurance. (If applicable) Covering the project under construction in an amount equal to the accepted total bid price of the Contract, naming the Township as an Additional Insured. The insurance shall cover all risks of physical loss and damage including but not limited to theft, vandalism and malicious mischief, collapse, earthquake, flood and water damage, and shall include damages, losses and expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Engineers, Engineers, attorneys and other professional). The insurance may have a deductible not to exceed $2,000 which shall be borne by the Contractor.

g. Policy Limits. Specified above are minimum and wherever the law requires higher limits, the higher limits shall govern.

h. Periods of Coverage. (If applicable) The Builder’s Risk Insurance shall remain in full force and effect until after Substantial Completion of all work, provided, however, that such coverage shall not be terminated unless and until the Township shall have acknowledged in writing to the Contractor that the Township’s insurers have placed permanent insurance for the facility. All other policies required under this Contract shall remain in full force and effect until the Contractor’s Maintenance Bond has been released.

i. Certificates. Of the insurance required above must be filed with the Township with a copy to the Engineer before the Contract is signed on behalf of the Township. The Certificate(s) must expressly state that “All insurance coverage required by the provisions of this Contract of the Township have been provided”. The Certificate of Insurance must expressly state that “The Blanket Contractual Liability Insurance required in this Contract of the Township is in full force and effect and such insurance covers the Contractor’s liability for occurrences arising under the indemnification clause contained in the said Contract to the extent covered by the standard Broad Form Commercial General Liability policy form written in New Jersey (with Blanket Contractual Liability Endorsement)”. All Certificates of Insurance must provide for a minimum sixty (60) days prior written notice to the Owner of any policy cancellation, material change or non-renewal.

j. Copies of the Insurance Policies. Required must be filed with the Owner and the Engineer before the Contract is signed by the Township.

k. Forms of Policies. All liability insurance shall be on an occurrence basis.

l. Subcontractors. Shall be required by the Contractor to name the Township as an additional insured and provide a copy of the endorsement prior to beginning work, providing the following insurance:

(1) Worker’s Compensation and Employer’s Liability Insurance. Covering all of the employees of the subcontractor, including the owners, partners and or officers, directly or indirectly engage in the performance of this Contract. This insurance shall comply with the statutory requirements of the State or States involved and shall have an Employer’s Liability Insurance limit of not less than $1,000,000 for bodily injury by accident, $1,000,000 for occupational disease and $1,000,000 aggregate limit.

(2) Commercial General Liability Insurance. With minimum limits of not less than $1,000,000 each occurrence and $3,000,000 general aggregate. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards, products liability coverage, with Blanket Contractual Liability and Completed Operations Coverage.
(3) **Comprehensive Automobile Liability Insurance.** Covering subcontractor for claims arising from all owned, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit.

(4) **Policy Limits.** Specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.

(5) **Periods of Coverage.** All policies required under this Contract for subcontractors shall remain in full force and effect until the Contractor’s Maintenance bond has been released.

(6) **Certificates.** Of the insurance required above must be filed with the Owner and the Engineer, in triplicate, before the subcontractor is permitted to start work. The Certificate of Insurance must expressly state that the required Blanket Contractual Liability Insurance is in full force and effect and that such insurance covers the subcontractor liability for occurrences arising under the indemnification clause contained in the Contract to the extent covered by the standard Broad Form Commercial General Liability policy form written in New Jersey (with Blanket Contractual Liability Endorsement). The Owner and Engineer must appear as additional insured on all liability policies. All Certificates of Insurance must provide for a minimum sixty (60) days prior written notice to the Owner of any policy cancellation, material change or non-renewal.

The Contractor shall not allow any subcontractor to commence work on his subcontracts until all insurance required of the subcontractor has been so obtained and the proper Certificates of Insurance have been provided to the Owner and Engineer.

Acceptance of the Contractor’s insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

Acceptance of the Contractor’s Insurance by the Township shall not relieve or decrease the liability of the Contractor hereunder.

Sworn to and subscribed
Before me on this _____
Day of ________________,
20__.______________________________

NOTARY PUBLIC

My Commission expires: ____________

PRINCIPAL:

_______________________
(Bidder’s Company Name)

_______________________
(Authorized Signature
on Behalf of the Principal)

INSURER:

_______________________
(Insurer’s Company Name)

_______________________
(Authorized Signature
on Behalf of the Insurer)
PROOF OF AUTHORITY

(A) Please provide a list of the bidders representatives who will be responsible for the completion of the contract.

Name______________________________
Title or Position______________________________

Name______________________________
Title or Position______________________________

Name______________________________
Title or Position______________________________

(B) IF THESE BID DOCUMENTS ARE SUBMITTED ON BEHALF OF A CORPORATION OR AN LLC, A RESOLUTION OR OTHER PROOF DELEGATING AUTHORITY TO THE SIGNER MUST BE ATTACHED OR THE BID MAY BE REJECTED.

Corporate Resolution attached ________________ (initial)
CERTIFICATION OF BIDDER’S STATUS ON THE STATE TREASURER’S LIST OF
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS

State of ____________:

County of ____________:

I, ______________________ of the Township of ______________________, in the
State of ______________________, of full age, being duly sworn according to law on
my oath depose and say that:

I am ______________________ of the firm of ______________________, the
bidder making the bid for the above named project; that I executed the said bid, this
affidavit and all other bidding documents with full authority to do so; and that said bidder
is not now at the time of submission of this bid included on the State of New Jersey
Treasurer’s List of Debarred, Suspended and Disqualified Bidders.

By: ______________________ Date: ______________________

(Deponent’s Signature)

(Deponent’s Printed Name/Title)

Sworn and Subscribed to before me this
_______ day of ____________, 20___.

__________________________
Notary Public
My Commission Expires:
TOWNSHIP OF DENVILLE
MORRIS COUNTY, NEW JERSEY

PREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) for contracts entered into with the Township of Denville, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance, if requested, and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder’s signature on this proposal is his guarantee that neither he nor any subcontractor he might employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of Denville, the Township Council of the Township of Denville and all of its officers, agents and employees of and from any and all liability for damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

Signed this __________ day of ________________________, 2________

as a binding act in deed of

________________________
Name of Organization

________________________
Authorized signature & title

________________________
PRINT - Authorized name & title

Witness
NON-COLLUSION AFFIDAVIT

STATE OF ____________________________
COUNTY OF __________________________

__________________________________________, being first duly sworn, deposes and says that he is ____________________________ (sole owner, a partner, president, secretary, etc.) of _______

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Township, or any other person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member of agent thereof, or to any person whatsoever.

__________________________________________
(Affiant) (Title)

SWORN AND SUBSCRIBED TO
BEFORE ME THIS ______ DAY
OF ____________, 20____.

Notary Public in and for
____________________ County,

My Commission Expires:
TOWNSHIP OF DENVILLE
MORRIS COUNTY, NEW JERSEY

ENGINEER’S ESTIMATE AFFIDAVIT
Municipal Bid #6-2019
Township of Denville Licensed Electrical Control and Technical Services for
Public Utilities - Water and Sewer

All projects under this contract will require a written estimate from the contractor for each individual job. All estimates shall be provided to the Director of Public Works. The estimate will be reviewed and, if it is determined that it has exceeded the Township of Denville Engineer’s estimate, it will be rejected. If the estimate is approved, a purchase order will be provided with the specifications of the work to be completed.

Under no circumstances should any work proceed without the receipt of an authorized Township of Denville purchase order.

The Township of Denville reserves the right to solicit quotes or formal bids for any work in which a submitted quote has exceeded the Township Engineer’s estimate or for any work in which the price for the work exceeds the Township’s bid threshold of $40,000.

Signed this _________ day of ____________________, 20____

________________________________________
Name of Organization

By: ______________________________________
Authorized signature

PRINT - Authorized name & title

Subscribed and sworn to before me
this____day of__________, 20____

________________________________________
(Print name)
Notary Public of the State of
My Commission expires ____________________
EQUIPMENT CERTIFICATION

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION

For the necessary equipment owned, leased or controlled by the Bidder, Part 1 shall be completed. For the necessary equipment not owned, leased or controlled by the Bidder, Part 2 shall be completed. These certifications are made pursuant to the provisions of N.J.S.A. 40A:11-20 and must be submitted with the Proposal. Attach additional pages, if necessary.

PART 1

This is to certify that I, the Bidder signing the attached Proposal, own, lease or control the necessary equipment required to accomplish the work shown and described in the Contract Documents and described below

LIST OF EQUIPMENT

__________________________________________  __________________________________________

__________________________________________  __________________________________________

__________________________________________  __________________________________________

__________________________________________  __________________________________________

__________________________________________  __________________________________________

__________________________________________  __________________________________________

__________________________________________  __________________________________________

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__________________________________________  __________________________________________

__________________________________________  __________________________________________

__________________________________________  __________________________________________

(ATTACH ADDITIONAL SHEETS AS REQUIRED)

__________________________________________  __________________________________________
Date                                           Signature of Bidder
PART 2

This is to certify that I, the Bidder, signing the attached Proposal, will obtain the following necessary equipment from the indicated source. I have attached hereto a certificate from the owner or person in control of the equipment granting to me, the Bidder, control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

<table>
<thead>
<tr>
<th>LIST OF EQUIPMENT</th>
<th>SOURCE OF EQUIPMENT</th>
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(ATTACH ADDITIONAL SHEETS AS REQUIRED)

Date ___________________________ Signature of Bidder ___________________________
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF ________________________________

COUNTY OF ________________________________

ss.: [Signature]

I, ________________________________, being first duly sworn under oath affirm that I am
____________________________________ (sole owner, a partner, president, secretary, etc.) of ________________________________, the party making the foregoing bid proposal (hereafter referred to as the "Contractor").

1. The Contractor is familiar with and will fully comply with the anti-discrimination, equal employment opportunity and affirmative action requirements obligations imposed by New Jersey Law pursuant to NJS.A. §10:2-1 et seq., NJS.A. §10:5-1 et seq., NJS.A. §10:5-31 et seq. and the rules regulations pursuant thereto, including N.J.A.C. 17:27.

2. During the performance of this Contract, the Contractor agrees, pursuant to NJS.A.

(REVISED 4/10)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
NJS.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(I) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

I am aware that if my assertions on behalf of the Contractor made in this Affirmative Action Affidavit are false, I am subject to punishment.

(Signature)  (Title)

SWORN AND SUBSCRIBED TO BEFORE ME THIS DAY OF , 20 .

Notary Public of

My Commission Expires: 
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: www.state.nj.us/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the County.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Division and to the County Compliance Officer. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The County shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:


2. This report must be submitted to the Department of Purchasing after notification of award but prior to signing a contract.

3. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the County and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

The undersigned contractor 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: ___________________________
LICENSED ELECTRICAL CONTROL AND TECHNICAL SERVICES FOR PUBLIC UTILITIES - WATER AND SEWER FOR TOWNSHIP OF DENVILLE

THIS CONTRACT made this ______ day of ____________, 2019, by and between:

TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey, with offices at
1 St. Mary’s Place
Denville, NJ 07834
(Hereinafter, "Owner")

and

(Hereinafter, "Contractor")

WITNESSETH:

In consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will furnish "Electrical Control and Technical Services", as specified in the contract documents, which are incorporated herein by reference.

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all things necessary for the provision of "Electrical Control and Technical Services", in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications.

3. The Contractor will begin the work as soon as practicable after receipt of each individual project purchase order from the Owner and will complete the same within the time periods as set forth in the purchase order, unless a notification is made to the Contractor to extend a project completion date.

4. The Contractor agrees to perform all of the work described in the contract documents in a good and workmanlike and proper manner and agrees to comply with all the terms and conditions therein for the price or prices submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the
furnishing of "Electrical Control and Technical Services" and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

5. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Notice of Award, Notice to Proceed, Detailed Specifications, General Requirements and Addenda.

The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

6. The Owner will make payment to the Contractor for each individual project in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.

7. If the Contractor shall fail to complete the work in accordance with the time frame agreed upon and set forth on each individual project purchase order, other than as a result of a delay due to valid weather conditions, the Contractor, upon receipt of written notice from the Township (by email or confirmed facsimile), shall complete the construction work and cure the conditions within the time period specified in the notice. If the Contractor does not satisfactorily complete the work within the time period specified in the notice, the Township may, without further notice to the Contractor, arrange to have the work completed and shall hold the Contractor liable for all costs and damages incurred by the Township. Such costs shall be deducted from the next subsequent payment to be made to the Contractor under this Contract.

8. The Contractor agrees to indemnify and save harmless the Township, its officers, employees and agents, and each and every one of them, against and from all claims,
suits, costs, expenses, fees (including legal fees), and from all damages of every kind and
description by reason of the injury or death of any person or persons or by reason of property
damage to any property which arises from or in any manner grows out of the negligent acts,
errors, or omissions of the Contractor or its subcontractors or the officers, agents or employees
of either, while engaged in the performance of this Contract.

The Contractor specifically agrees that this obligation to indemnify and hold the
Township harmless shall include the responsibility to reimburse the Township for any and all
costs, expenses, fees (including legal fees in defense of any claim), and all damages of every
kind and description which may arise out of or relate to the Contractor's negligent acts, errors
or omissions relative to the performance of this Contract.

This hold harmless obligation shall be applicable to any claim asserted against the
Township or any loss incurred arising out of the Contractor's performance of this Contract.

9. The Contractor shall be fully responsible for all acts and omissions of any
subcontractors and for any person directly or indirectly employed by said subcontractors to the
same extent that he is responsible for the acts and omissions of persons directly employed by
him. Nothing in the contract documents shall create a contractual relationship between any
subcontractor and the Township or any obligation on the part of the Township to pay or to see to
the payment of moneys due any subcontractor except as may otherwise be required by law.

10. The Township shall not be responsible to Contractor, as an independent
contractor, in any matter excepting for payment of labor and materials furnished in accordance
with the terms of this Agreement.

11. Contractor shall comply with all federal, state and local laws and regulations and
shall hold the Township harmless for any violation thereof.

12. a) The Contractor shall comply with the requirements of P.L. 1975, c. 127
and with Title 34:11-56.25 et seq., N.J.S.A., as amended by Chapter 64, New Jersey Public Laws
of 1974, with respect to the payment of the prevailing wage rate in the Boonton, Montville,
Mountain Lakes, and the Denville local area, and specification of such wage rates in the contract for each craft, trade or classification.

b) The Contractor shall submit an affidavit setting forth the names and addresses of all stockholders who own ten percent (10%) or more, or any class of stock in the corporation or of individual partners owning ten percent (10%) or more of interest in the partnership.

13. During the term of this contract, the parties hereto agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth in Exhibit A, which is attached hereto and made a part hereof.

14. The initial term of this contract is from November ________, 2019 to October ________, 2020. Upon agreement of the parties, (2) two (1) one-year extensions of this contract shall be subject to the following limitations:

a) The extension shall be awarded by resolution of the Municipal Council upon a finding by the Municipal Council that the services under this contract are being performed in an effective and efficient manner; and

b) Any price change included as part of an extension shall be based upon the price of the original contract as increased by the change in the CPI index rate, N.Y. – Northeastern N.J., base year 1984=100, for the twelve (12) months preceding the most recent monthly calculation available at the time this contract is renewed; and

c) The terms and conditions of this contract shall remain substantially the same.

15. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein or any part thereof, or of his power to execute such contract to any other person, company or corporation without the previous consent in writing of the Township and he shall not assign to another by power of attorney or otherwise any of the
moneys to become due and payable under this contract unless by and with like consent. If the Contractor violates any of the above covenants, this contract may, at the option of the Township, be revoked and annulled and the Township shall thereupon be relieved and discharged from any and all liability and obligations growing out of this contract to the Contractor and to the person, company or corporation to whom the contract was assigned. Nothing herein contained shall be construed to hinder, prevent or effect an assignment by the Contractor for the benefit of his creditors pursuant to the laws of the State of New Jersey.

16. This contract, and any subsequent extensions thereof, is subject to the availability and appropriation of sufficient funds in the 2020, 2021 and 2022 and any subsequent budgets as may be required to meet the Township's obligations under this agreement.

17. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

18. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor’s business has been convicted of an offense under N.J.S.A. 2C:27-2, 2C:27-6, 2C:27-7, or 2C:29-4 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977 Chapter 214.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:                        TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, Municipal Clerk

By: ____________________________ Thomas W. Andes, Mayor

ATTEST:                        By: ___________________________

, Secretary

, President
STATE OF: SS:
COUNTY OF: SS:

I certify that on the day of __________, 2019,
personally came before me and this person acknowledged under oath
to my satisfaction that: (a) this person signed, sealed and delivered the attached document
as President of the corporation named in this document; and (b) this document was signed and made by the corporation as its voluntary act and deed by virtue
of authority from its Board of Directors.

Notary

STATE OF NEW JERSEY: SS:
COUNTY OF MORRIS:

I CERTIFY that on __________, 2019, ________________ personally came
before me and this person acknowledged under oath, to my satisfaction, that: (a) this person
is the Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the
attached document; (b) this person is the attesting witness to the signing of this document by
the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal
corporation; (c) this document was signed and delivered by the municipal corporation as its
voluntary act duly authorized by a proper resolution of the Township Committee; (d) this person
knows the proper seal of the municipal corporation which was affixed to this document; and
(e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of __________, 2019.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)