

**City of Trenton**  
City Hall, 319 East State Street, Trenton, New Jersey 08608

**RE-BID**

**SPECIFICATIONS**

**FOR**

**ON-CALL PLUMBING SERVICES AND REPAIRS  
FOR VARIOUS CITY FACILITIES  
FOR A PERIOD OF ONE (1) YEAR  
WITH AN OPTION TO EXTEND ONE (1) YEAR**

**FOR THE**

**CITY OF TRENTON  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PUBLIC PROPERTY**

TO BE RECEIVED ON



JUNE 18, 2020 AT 11:00 A.M.

RE-BID2020-39

DIVISION OF PURCHASING

**CHECKLIST  
(REQUIRED WITH BID SUBMITTAL)**

- ☒ Disclosure of Ownership Statement (**MANDATORY**)
- ☒ Disclosure of Invested Activities in Iran **MANDATORY**
- ☒ Acknowledgement of Receipt of Addenda (**MANDATORY**)
  
- ☒ License(s) and or Certification(s) from Contractor
- ☒ Required Evidence EEO/Affirmative Action Regulations Questionnaire
- ☒ Non-Collusion Affidavit
- ☒ Americans with Disabilities Act of 1990 Language
- ☒ NJ Business Registration Certificate (**prior to award**)
- ☒ NJ Public Works Contractor Registration Certificate from Contractor  
**(Prior to Award, but effective at the time of the bid opening)**
  
- ☒ Affirmative Action Statement
- ☒ Prevailing Wage Statement
- ☒ Bid Proposal Form
- ☒ One Original Complete Bid and One Complete Copy of the Bid
- ☒ Bid **must** be placed in a sealed envelope bearing name of bidder, address and  
**Bid 2020-39 RE-BID**
- ☒ Provide five (5) References and Experiences

Bidder Name:\_\_\_\_\_ Date:\_\_\_\_\_

Authorized Representative:\_\_\_\_\_

Signature:\_\_\_\_\_

Print Name & Title:\_\_\_\_\_

**CITY OF TRENTON  
NOTICE TO BIDDERS  
RE-BID  
BID2020-39**

Pursuant to **LFN2020-10**, The City of Trenton, Division of Purchasing will livestream the sealed bids received by Isabel C. Garcia QPA, on **JUNE 18, 2020 at 10:45AM** for:

ON-CALL PLUMBING SERVICES AND REPAIRS FOR VARIOUS CITY FACILITIES

**BIDDERS SHALL LOG ON TO – [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_M2YxOGUyOWMtNzc1NC00ZTVlLThkMDItZjJmE1Yjc4MDI5%40thread.v2/0?context=%7b%22id%22%3a%22f86c5221-bbd6-4070-b193-55d36a0de932%22%2c%22oid%22%3a%226fec7279-2837-4779-828d-0e96030d5481%22%2c%22isBroadcastMeeting%22%3atrue%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2YxOGUyOWMtNzc1NC00ZTVlLThkMDItZjJmE1Yjc4MDI5%40thread.v2/0?context=%7b%22id%22%3a%22f86c5221-bbd6-4070-b193-55d36a0de932%22%2c%22oid%22%3a%226fec7279-2837-4779-828d-0e96030d5481%22%2c%22isBroadcastMeeting%22%3atrue%7d)**

Bidders shall comply with **Executive Order#122** located on page 9, 3<sup>rd</sup> paragraph.

Specifications and bid information may be downloaded from the City of Trenton's Website at [www.trentonnj.org](http://www.trentonnj.org).

**Sealed bids can be mailed via:** Regular mail, Fed-Ex or UPS to Isabel C. Garcia, QPA, City Hall, Division of Purchasing, 319 East State Street, Trenton, NJ 08608; or delivered to the drop-box located in front of the Purchasing Office.

Bidders may visit the City of Trenton's website at [www.trentonnj.org](http://www.trentonnj.org) for any addenda/notices issued prior to the bid opening.

Respondents are required to comply with the requirements of P.L. 1975,c127(N.J.A.C.17:27 et seq).

City of Trenton  
Isabel C. Garcia, QPA  
Purchasing Agent  
**BIB2020-39**  
609-989-3139

**CITY OF TRENTON  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PUBLIC PROPERTY  
SPECIFICATIONS FOR ON-CALL PLUMBING SERVICE AND REPAIR  
AT VARIOUS FACILITIES  
RE-BID**

**1. General**

The City of Trenton wishes to contract for Licensed Plumbing Contractors to service and make repairs on an on-call basis in accordance with the specifications contained in this bid document. This contract is for City of Trenton Facilities and Buildings and shall include but not be limited to buildings, recreation/outdoor facilities, and swimming pools. This contract shall be awarded for a period of one (1) year with an option to extend one (1) year.

**2. Scope of Work**

The contractor shall provide all labor, materials, equipment, supervision and supplies necessary to complete all plumbing repairs and service on an as needed basis. This service and repair may include but be limited to installation of plumbing fixtures, drain piping, water valves, water piping, winterizing facilities, toilet repairs, and urinal repairs. Additionally, included is replacement or repair service of any and all components that are associated with water or sewer within city facilities. This work may be in confined spaces and all work shall be fully guaranteed. Any work performed shall be scheduled in advance and approved by the City Representative.

**3. Request for Services**

Upon the request of the City, the selected contractor will provide quotes for necessary work. All quotes shall include the following: employee title(s), labor rate, quantity of workers, hours worked, intended use of apprentices or helpers, materials list, and wholesale cost.

**4. Materials**

The City will pay only for materials that have been authorized and used. Total material cost shall not exceed a 15% upcharge. Only new systems, parts, and supplies are acceptable. A copy of the supplier's invoice verifying the contractor's cost shall accompany all requests for payment of materials and supplies. Purchases should

be made at the most favorable rate available to the contractor. Handling costs must be reflected on the contractors' invoice which must be attached to the supplier's invoice. The City will audit invoices during the contract period.

**5. Work Schedule**

- a. Regular business hours shall be Monday through Friday 7:00 am to 4:30 pm.
- b. Overtime hours include services rendered between the hours of 4:30 pm and 6:59 am on weekdays, Saturdays, Sundays and legal holidays recognized by the City of Trenton.
- c. The City shall not pay the awarded contractor more than 1.5 x of the hourly rate stated in the bid proposal for approved work performed after hours and holidays.
- d. The Contractor shall agree to respond to emergency calls twenty-four (24) hours per day, seven (7) days a week and within two (2) hours. The Contractor shall provide two (2) contact telephone numbers for their designees who will respond to the city's call should a problem arise, or in case of an emergency.
- e. The City does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked. The labor charge should include all associated costs. No additional compensation will be made.

**6. Permits, Fee and Codes**

The Contractor shall secure all necessary permits and conform to all local, state and national plumbing codes. Fees associated with city facilities will be discussed with the city representative.

**7. License**

The Contractor shall be a State Licensed Contractor and shall remain active during the length of this contract. Include a copy of New Jersey Plumbing and Contractor's License with submittal.

**8. Contractor Performance**

The Contractor is expected to provide all work in a safe, professional workmanlike manner in accordance with all applicable City, State and Federal codes and regulations. The contractor shall maintain records detailing the work performed and the contract items utilized.

## **9. Guarantee**

The Contractor shall guarantee, in writing, all labor and materials for a period of one (1) year from the date of completion. Such guarantee shall include all repairs and/or replacement at the contractor's expense. This guarantee shall include any and all defects which may appear in his work, bad judgement decisions, equipment, apparatus, or materials used during that period which arise from defective workmanship, imperfect or inferior materials. Additionally, contractor shall be responsible for work completed after contract period ends, if defect occurs within guarantee period.

## **10. Qualifications and References**

Contractor will be required to have a minimum of five (5) consecutive years of experience in plumbing service and repair of facility systems. In addition, Contractor shall provide five (5) references with bid proposal.

## **11. Term of Contract**

This contract shall remain in effect for a period of one (1) year with an option to extend one (1) year based upon available funding.

## **12. Frequency Requirements**

The frequency of service is unknown.

## **13. Method of Award**

This contract may be awarded to **multiple** bidders based upon the lowest hourly labor rate of a licensed plumber during normal business hours.

## BID PROPOSAL FORM

We the undersigned propose to provide plumbing services pursuant to the specifications and requirements and made part hereof:

**THIS CONTRACT MAY BE AWARDED TO MULTIPLE BIDDERS BASED UPON THE LOWEST HOURLY LABOR RATE OF A LICENSED PLUMBER DURING NORMAL BUSINESS HOURS.**

### ON-CALL PLUMBING SERVICES AND REPAIRS

**FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND ONE (1) YEAR**

**ONE (1) YEAR LICENSED PLUMBER**

**HOURLY RATE:** \$ \_\_\_\_\_

**LICENSED PLUMBER OVERTIME RATE**

**(NOT TO EXCEED 1.5 %)** \$ \_\_\_\_\_

**OPTION TO EXTEND ONE (1) YEAR**

**HOURLY RATE:** \$ \_\_\_\_\_

\_\_\_\_\_  
(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of \_\_\_\_\_  
having its principal office at \_\_\_\_\_

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
FED. ID #

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
DATE

## QUESTIONS

Questions **must** be submitted in writing to [igarcia@trentonnj.org](mailto:igarcia@trentonnj.org).

## ACKNOWLEDGEMENT OF ADDENDA

If changes are made to the Request for Proposal, an Addendum will be advertised in the Trenton Times and on the City's Website at <https://nj-trenton.civicplus.com/list.aspx>

Bidder may visit the City of Trenton's website at for any addenda/notices issued prior to the request for bid opening at <https://nj-trenton.civicplus.com/list.aspx>

## BID SUBMITTAL INSTRUCTIONS

Provide one (1) full original bid (**with original signature**), labeled "**Original**," and one (1) identical additional copy of the full bid package in a sealed envelope. Bid **must** be clearly identified on the outside of the sealed envelope with the firm's name, **BID2020-39 RE-BID**, and "**ON-CALL PLUMBING SERVICES AND REPAIRS FOR VARIOUS CITY FACILITIES**"

Sealed bids **must** be submitted to Ms. Isabel Garcia, QPA, Purchasing Agent, City of Trenton, City Hall, 319 East State Street, Trenton, Division of Purchasing, 1<sup>st</sup> floor NJ 08608 on or before **JUNE 18, 2020 11:00AM**. The City of Trenton will not assume responsibility for any bids received after the required due date.

Bidders are required to complete, sign (**original signature**), date, and notarize (**as required**) all forms in the Request for Bid.

## N.J.A.S.40A:11-13(e)

Any prospective bidder who wishes to challenge a bid specification/scope of services shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.



CITY OF TRENTON

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA  
**MANDATORY**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (ICG)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_

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

## CITY OF TRENTON RESIDENT EMPLOYMENT POLICY

**In order for the City of Trenton to keep an accurate reporting of community involvement and support in local development projects, the following is required by City of Trenton Ordinance 14-43 to be completed by each Contractor and Sub-Contractor.**

NAME OF BUSINESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

1. Number of Trenton residents hired as well as the number of Trenton residents currently employed on this project \_\_\_\_\_
2. The number of training positions, if any, and the amount of positions that will be filled by Trenton residents. \_\_\_\_\_  
\_\_\_\_\_
3. The necessary level of job skills required of Trenton residents to plan and implement the work to be done on the job. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Please describe all "good faith" efforts to hire Trenton residents (e.g. copies of hiring ads, list of residents who applied for positions, letters informing community groups of job opportunities) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF TRENTON**

**ETHICS COMPLAINT DISCLOSURE**

I affirm that neither I nor other members of my firm have any prior or pending ethic complaints.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**OR**

I am disclosing the following prior or pending ethic complaints against me or my firm

Listing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**THIS STATEMENT MUST BE INCLUDED WITH THE RESPONSE TO THE REQUEST FOR BID SOLICITATION**

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Affiant)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Print Name & Title  
Affiant)

My Commission expires: (Corporate Seal)



## **REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON**

An e-notification and/or text message will be sent to all vendors currently registered with the City of Trenton, directing them to bidding opportunities, notices, postponements, bid results, awarded contract information and addendums on the City of Trenton Division of Purchasing website.

### **REGISTER AT:**

<https://nj-trenton.civicplus.com/list.aspx>

### **SUBSCRIBE & UNSUBSCRIBE**

1. You can SUBSCRIBE or UNSUBSCRIBE to any of the E-Mailing Lists displayed below.
2. Type your email address in the box and select Sign In.
3. If you want to receive text messages enter your phone number and select Save.
4. To subscribe or unsubscribe click  and/or  next to the lists to which you wish to subscribe/unsubscribe.
5. Please remember to set your spam blocker to allow mail from [listserv@civicplus.com](mailto:listserv@civicplus.com).

### **Contract Language for BRC Compliance**


*Goods and Services Contracts (including purchase orders)*


*\* Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration Or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	 <small>John S. Tully Acting Director</small>
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
FORM-BRC(08-01)		
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

 <b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>	
<b>Taxpayer Name:</b>	<b>TAX REG TEST ACCOUNT</b>
<b>Trade Name:</b>	
<b>Address:</b>	<b>847 ROEBLING AVE TRENTON, NJ 08611</b>
<b>Certificate Number:</b>	<b>1093907</b>
<b>Date of Issuance:</b>	<b>October 14, 2004</b>
<b>For Office Use Only:</b>	
<b>20041014112823533</b>	

## **INSTRUCTIONS TO BIDDERS**

### **I. SUBMISSION OF BIDS**

A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders.

B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.

D. It is the bidder's responsibility to see that bids are presented to the OWNER on the hour and at the place designated. Bids may be hand delivered or mailed; however, the OWNER disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the OWNER before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the

vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

## II. BID SECURITY

**The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:**

### **A. BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the OWNER. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the OWNER. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. Failure to submit this shall be cause for rejection of the bid.

**B. CONSENT OF SURETY** Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the OWNER stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit this shall be cause for rejection of the bid.

**C. PERFORMANCE BOND** Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.



#### **D. LABOR AND MATERIAL (PAYMENT) BOND**

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

#### **E. MAINTENANCE BOND**

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

- ☐ 1 year
- ☐ 2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

#### **III. INTERPRETATION AND ADDENDA**

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the OWNER. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the bid. In order to be given consideration and timely issuance of addenda, if any, for all bids other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the bids Saturdays, Sundays, and holidays excepted; and for construction work bids, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The OWNER'S interpretations or corrections thereof shall be final.

#### **D. DISCREPANCIES IN BIDS**

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

#### **IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY**

A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.

D. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

## **V. INSURANCE AND INDEMNIFICATION**

### **A. Insurance Requirements**

#### **1. Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$500,000.

#### **2. GENERAL LIABILITY INSURANCE**

This insurance shall have limits of not less than \$1,000,000 combined single limit and \$2,000,000 aggregate, and shall be maintained in force during the life of this contract by the bidder.

#### **3. AUTOMOBILE LIABILITY INSURANCE**

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the bidder.

### **B. CERTIFICATES OF THE REQUIRED INSURANCE**

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

### **C. INDEMNIFICATION**

Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

### **INSURANCE AND INDEMNIFICATION REQUIREMENTS**

If it becomes necessary for the consultant, either as principal or by agent or employee, to enter upon the premises or property of the City of Trenton, the consultant hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the City of Trenton from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any City of Trenton regulation, ordinance or the laws of the State, or the United States while said work is in progress. The consultant shall maintain sufficient insurance to protect against all claims under Workers

Compensation as statutorily required, General Liability and Professional Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of

insurance may not be required. The City of Trenton Department of Administration will make this determination.

**In all cases where a Certificate of Insurance is required, the City of Trenton is to be named as an additional insured and named as the certificate holder as follows:**

**“City of Trenton, 319 East State Street, Trenton, NJ 08608”. The Certificate shall contain a 30-day notice of cancellation.**

**WAIVER OF SUBROGATION CLAUSE**

Consultant, as a material part of the consideration to be rendered to the City of Trenton, hereby waives all claims against the City of Trenton for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the City of Trenton exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

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Dated and Signed

## **VI. PREPARATION OF BIDS**

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

### **B. ESTIMATED QUANTITIES (OPEN-END CONTRACTS)**

The OWNER has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

### **D. CHANGE ORDERS**

All change orders shall be in accordance with N.J.A.C.5:30-113, N.J.S.A.40A:11-13g, N.J.S.A.40A:11-23.1a

## **VII. STATUTORY AND OTHER REQUIREMENTS**

### **A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

**EEO/AA: Initial Workforce Form:** Pursuant to N.J.A.C. 17:27-3.8(a)(4), the submission of Form AA-201 must be provided by the contractor after the notice of award and before the contract is entered into.

## **1. PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

## **2. CONSTRUCTION CONTRACTS**

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

## **B. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the OWNER harmless.

## **C. PREVAILING WAGE ACT (WHEN APPLICABLE)**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. **P.L. 2009, c.249 (A-4268/S-3095)**: Extends prevailing wage requirements to contracts for "maintenance-related projects" over \$50,000. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at: [http://lwd.dol.state.nj.us/labor/forms\\_pdfs/lse/payrollcert.pdf](http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/payrollcert.pdf) and as follows:

Public Contracts Section  
Office of Wage and  
Hour Compliance  
CN 389  
Trenton, New Jersey 08625-0389  
Telephone number: (609) 292-2259

**Prevailing Wage Requirements: Right to terminate, N.J.S.A. 34:11-56.27**

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

"In the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body, any lessee to whom the public body is leasing a property or premises or any lessor from whom the public body is leasing or will be leasing a property or premises."

**Certified Payroll**

The awarded contractor shall submit certified payroll records to the City of Trenton designee within ten (10) days of the payment wages. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period

**Payment Requirements: Prompt Payment Requirements, N.J.S.A. 2A:30A-1:**

N.J.S.A. 2A:30A-1 et seq. establishes timing standards for the payment of bills by both public and private sector organizations for a wide range of construction-related contractors. It affects construction-related contracts of all local units - municipalities, schools, counties, fire districts, local authorities, etc. The law intends to ensure that contractors submitting bills for completed work are paid on a timely basis through an established schedule, and that the full chain of subcontractors receive timely payments from their hiring contractor. When payments are not made pursuant to the schedule, the law allows contractors to receive interest on the outstanding balance and, under certain circumstances, to halt work without being subject to breach of contract clauses.

N.J.S.A. 2A:30A-2a requires that the payment be made within 30 calendar days of receipt of the bill, except if an alternate procedure is defined in the bid specifications and contract documents.

**Uniformed Police language:** N.J.S.A. 40A:11-23.1(c) with N.J.S.A. 40A:11-23(c).

A statement indicating whether uniformed law enforcement officers will be required for the project. The statement shall include a line item allowance, which shall be a good faith effort on the part of the contracting unit, to reasonably estimate the total cost of traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements required by the contracting unit, or any other public entity affected by the project, above and beyond the bidder's traffic control personnel, vehicles, equipment, and administrative

The contracting unit shall not be responsible for additional traffic control costs beyond the number of working days specified in the construction contract in accordance with section 17 of P.L.1971, c.198 (C.40A:11-17), when such a delay is caused by the contractor and liquidated damages have been assessed. The statement prescribed under this subsection shall not be required if the contracting unit will provide for the direct payment of uniformed law enforcement officers and any additional costs directly associated with the provision of those officers; and costs.

The individuals responsible for the assignment of uniformed law enforcement officers for any municipalities affected by a project shall be required to determine where traffic safety control is needed for a project, and calculate the number and placement of all necessary personnel, equipment, and the costs associated with these, including hourly rates, and submit this information to the contracting unit. **UNIFORM POLICE IS NOT REQUIRED**

**D. STATEMENT OF OWNERSHIP DISCLOSURE**

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, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, 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 non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

For a publicly traded direct or indirect parent entity:

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 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.

#### **E. THE NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 7:1G-1.1 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) and hazardous substance fact sheets must be furnished. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register** / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as **adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication.**

#### **F. NON-COLLUSION AFFIDAVIT**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

#### **G. BID DOCUMENT CHECKLIST**

Pursuant to NJSA 40A:11-23.1, the bid document checklist must be completed and submitted with your bid.

#### **H. PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

Pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq), no contractor shall bid on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered. Applications for registration are available from: NEW JERSEY DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE, PO BOX 389, TRENTON, NJ 08625-0389. The contractor shall submit a copy of the registration certificate with their bid. Failure to submit the certificate may be cause for rejection of the bid. Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the City of Trenton the certificates of registration for all subcontractors listed in the bid.

## **I. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS**

### **BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, The City of Trenton ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **J. CONFLICT OF INTEREST**

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

### **Pay to Play (C.271): N.J.S.A. 19:44A-20.27**

Annual disclosure requirements of business entities with contracts at or above \$50,000.00.

Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public

contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

#### **VIII. METHODS OF AWARD**

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The OWNER may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available. The order of alternates must be expressly specified in the bid specifications for all contracts above \$500,000.00, per N.J.S.A. 40A:11-23.1(d)

C. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of line items or unit prices.

E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the bidder's physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the bidder's business is a requisite to the efficient and economical performance of said contract.

G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all bids within the time as may be specified, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

H. The OWNER may award the work in whole or in part whichever is most advantageous to the OWNER.

#### **IX. REJECTION OF BIDS**

##### **A. Availability of Funds**

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

##### **B. Multiple Bids Not Allowed**

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

**C. Unbalanced Bids**

Bids which are obviously unbalanced may be rejected.

**D. Unsatisfactory Past Performance**

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

**E. FAILURE TO ENTER CONTRACT**

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the bid of the next lowest responsible bidder.

F. The lowest bid substantially exceeds the estimates for goods and services.

G. The OWNER decides to abandon the project.

H. The OWNER decides to substantially review the specifications.

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

J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971,c.198(C.40A:11-12).

**X. TERMINATION OF CONTRACT**

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful bidder, the OWNER may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

## **XI. CONTRACT EXTENSION FOR SERVICE CONTRACTS**

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services, the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18), (19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

## **RECORDS FOR THE NEW JERSEY STATE COMPTROLLER**

Pursuant to N.J.S.A.52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the City are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **P.L. 2012 BID OR PROPOSAL PROHIBITED**

C.52:32-57 "p.l.2012, C.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

## **FINANCIAL STATEMENTS Pursuant to N.J.S.A:11-13(f)**

No Financial Statement shall be required of vendors if either a guarantee, by the certified check, cashier's check, or bid bond, or surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

## **AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE**

Pursuant to N.J.S.A.40A:11-18, Each local unit shall provide, the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available.

## **40A:11-19. LIQUIDATED DAMAGES; VOID PROVISIONS AS TO CONTRACTOR'S REMEDIES**

Any contract made pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.) may include liquidated damages for the violation of any of the terms and conditions thereof or the failure to perform said contract in accordance with its terms and conditions, or the terms and conditions of P.L.1971, c.198 (C.40A:11-1 et seq.). Notwithstanding any other provision of law to the contrary, it shall be void, unenforceable and against public policy for a provision in a contract entered into under P.L.1971, c.198 (C.40A:11-1 et seq.) to limit a contractor's remedy for the contracting unit's negligence, bad faith, active interference, tortious conduct, or other reasons unanticipated by the parties that delay the contractor's performance, to giving the contractor an extension of time for performance under the contract. For the purposes of this section, "contractor" means a person, his assignees or legal representatives with whom a contract with a contracting unit is made.

#### **40A:11-23.2. REQUIRED MANDATORY ITEMS FOR BID PLANS, SPECIFICATION**

When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);
- e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents; and
- f. (Deleted by amendment, P.L.2009, c. .)

#### **40A:11-16.6. VALUE ENGINEERING**

All construction contracts issued by a contracting unit when the total price of the originally awarded contract equals or exceeds \$5,000,000, shall allow for value engineering construction change orders to be approved after the award of the contract.

c. Value engineering construction change orders shall be subject to the following provisions:

- (1) Value engineering construction change orders shall not be used to impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- (2) The contractor shall submit a value engineering construction proposal that completely describes the changes to the original specifications or proposal, impact on other project components, advantages and disadvantages of the proposed change, cost estimates and calculations on which they are based, any impact on the contract time schedule, and any other relevant information that the contracting unit may require in order to review the value engineering construction proposal. The contractor's cost for developing the value engineering construction proposal shall not be eligible for reimbursement by the contracting unit.
- (3) The contractor shall be liable for all reasonable costs incurred by the contracting unit for the technical evaluation and engineering review of a value engineering construction proposal presented by the contractor.
- (4) The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.
- (5) The proposal shall not be approved unless the engineer reports to the governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- (6) The contracting unit shall have the sole discretion to approve or disapprove a value engineering construction proposal.

(7) The contractor and the contracting unit shall equally share in the cost savings generated on the contract as a result of an approved value engineering construction change order. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor.

(8) The contractor shall have no claim against the contracting unit as a result of the contracting unit's disapproval of a value engineering construction proposal.

(9) A contracting unit shall include in its bid specifications and contract documents procedures to regulate the value engineering construction change order process. Such procedures shall be based on procedures established by the New Jersey Department of Transportation, or any other appropriate State agency, or rules adopted by the director of the Division of Local Government Services.

d. This section shall not invalidate or impair rules regarding change orders adopted by the director of the Division of Local Government Services prior to the effective date of this act. Notwithstanding any provision of P.L.1968, c.410 (C.52:14B-1 et seq.) to the contrary, the director may adopt, immediately upon filing with the Office of Administrative Law, such rules and regulations as the director deems necessary to implement the provisions of P.L.2005, c.67 (C.40A:11-16.6) which shall be effective for a period not to exceed 12 months. The regulations shall thereafter be amended, adopted or readopted in accordance with the provisions of P.L.1968, c.410 (C.52:14B-1 et seq.).

#### **N.J.S.A.40A:11-13(e)**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

#### **40A:11-17. Number of working days specified**

All specifications for the doing of any public work for a contracting unit shall fix the date before which the work shall be completed, or the number of working days to be allowed for its completion; and every such contract shall contain a provision for a deduction, from the contract price, or any wages paid by the contracting unit to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the number allowed in the specifications.

#### **40A:11-16.1. \$100,000 contracts for improvements to real property; retainage, security**

Whenever any contract, the total price of which exceeds \$100,000.00, entered into by a contracting unit, for the construction, reconstruction, alteration or repair of any building, structure, facility or other improvement to real property, requires the withholding of payment of a percentage of the amount of the contract, the contractor may agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the contracting unit registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the contracting unit. For purposes of this section, "value" shall mean par value or current market value, whichever is lower.

If the contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on cash payments withheld shall be credited to the contracting unit.

#### **C.40A:11-16.2**

Any contract, the total price of which exceeds \$100,000.00, entered into by a contracting unit involving the construction, reconstruction, alteration, repair or maintenance of any building, structure, facility or other improvement to real property, shall provide for partial payments to be made at least once each month as the work progresses, unless the contractor shall agree to deposit bonds with the contracting unit pursuant to P.L.1979, c.152 (C.40A:11-16.1).

#### **40A:11-16.3. WITHHOLDING OF PAYMENTS**

- a. With respect to any contract entered into by a contracting unit pursuant to (C.40A:11-16.2) for which the contractor shall agree to the withholding of payments pursuant to P.L.1979, c.152 (C.40A:11-16.1), 2% of the amount due on each partial payment shall be withheld by the contracting unit pending completion of the contract.
- b. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to subsection a. of this section, all amounts being withheld by the contracting unit shall be released and paid in full to the contractor within 45 days of the final acceptance date agreed upon by the contractor and the contracting unit, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated. If the contracting unit requires maintenance security after acceptance of the work performed pursuant to the contract, such security shall be obtained in the form of a maintenance bond. The maintenance bond shall be no longer than two years and shall be no more than 100% of the project costs.



#### **40A:11-16. SEPARATE PLANS FOR VARIOUS TYPES OF WORK; BIDS; CONTRACTS**

a. In the preparation of plans and specifications for the construction, alteration or repair of any public building by any contracting unit, when the entire cost of the work will exceed the bid threshold, the architect, engineer or other person preparing the plans and specifications may prepare separate plans and specifications for

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

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

(3)Electrical work, including any electrical power plants, tele-data, fire alarm, or security system;

(4)Structural steel and ornamental iron work

#### **40A:11-16. e- f Fuel Price Adjustment**

d. Any bid specification prepared pursuant to this section that includes the use of 1,000 or more tons of hot mix asphalt, shall include a pay item for any asphalt price adjustment reflecting changes in the cost of asphalt cement. Any bid specification prepared pursuant to this section that includes the use of less than 1,000 tons of hot mix asphalt, shall include a pay item for an asphalt price adjustment for any quantity of hot mix asphalt exceeding 1,000 tons that maybe used in the work in the event that performance of the work, including change orders, requires more than 1,000 tons of hot mix asphalt.

The asphalt price adjustment shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as revised by the "Standard Inputs" periodically issued by the department. All invoices for payment shall be accompanied by the calculation of any asphalt price adjustment and a showing of the current month's Asphalt Price Index, the Basic Asphalt Price Index.

e. (1) Every bid specification prepared pursuant to this section may be eligible for a fuel price adjustment. Fuel that is eligible for a fuel price adjustment shall be the sum of the quantities of the eligible pay items in the contract times the fuel usage factors as determined by the Department of Transportation. The types of fuel furnished shall be at the option of the contractor.

(2) The fuel requirement for items not determined by the Department of Transportation to be eligible, and for pay items in the bid specifications calling for less than 500 gallons of fuel, shall not be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature but with different thicknesses, depths, or types, each individual pay item must require 500 gallons or more of fuel to be eligible for a fuel price adjustment. If more than one pay item has the exact same nomenclature, similar pay items shall be combined and this combination must require 500 gallons are more of fuel to be eligible for the fuel price adjustment.

(3) Fuel price adjustments shall not be made in those months for which the monthly fuel price index has changed by less than five percent from the basic fuel price.

f. As used in subsections d. and e. of this section:

"Asphalt Price Index" means the Asphalt Price Index as determined and published by the New Jersey Department of Transportation.

"Basic Asphalt Price Index" means the Basic Asphalt Price Index as published by the New Jersey Department of Transportation in its "Standard Specifications for Road and Bridge Construction," as revised by the "Standard Inputs" periodically issued by the New Jersey Department of Transportation.

"Fuel Price Index" means the Fuel Price Index as determined and published by the New Jersey Department of Transportation.

"Pay Item" means a specifically described item of work for which the bidder provides per unit or lump sum price in a bid specification as determined and published by the New Jersey Department of Transportation.

#### **CHANGED CONDITION CLAUSES N.J.S.A.40a:11-16.7**

1. All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L.2017, c.317 (C.40A:11-16.7 et seq.) shall include the changed conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.

a. A contract subject to this section shall include the following 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) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(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.

b. A contract subject to this section shall include the following 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, either party 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.

c. A contract subject to this section shall include the following 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, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following 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, unless otherwise specified in the original bid.

(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, unless otherwise specified in the original bid; 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

**REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE  
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)

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The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

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

COMPANY \_\_\_\_\_

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

TITLE: \_\_\_\_\_

**Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply  
with requirements of P.L. 1975, c.127, within the time frame.**



**(REVISED 4/10)**

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27 et seq.**

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, affection-al 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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



## **EXHIBIT A (Cont)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:  
[http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

Company:\_\_\_\_\_

## 7NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF TRENTON, COUNTY OF MERCER SS:

I, \_\_\_\_\_ of the City of \_\_\_\_\_,

in the County of \_\_\_\_\_, and 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 \_\_\_\_\_ bidder making the proposal for the above named Contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Trenton, County of Mercer relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said proposal.

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

\_\_\_\_\_  
(Name of Vendor)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signature of Notary Public)

Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**MANDATORY**

**This statement shall be completed, certified to, and included with all bid and proposal submissions.  
Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name** \_\_\_\_\_ **of**  
**Organization:** \_\_\_\_\_

**Organization**

**Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)    ☐ Limited Liability Company (LLC)
- ☐ Partnership    ☐ Limited Partnership    ☐ Limited Liability Partnership (LLP)
- ☐ Minority Women Business Enterprise (MWBE) (50% or more ownership)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☐ 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☐ 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.**

Stockholder/Partner/Member Corresponding Entity Listed in Part II	and	Home Address (for Individuals) or Business Address

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## **Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

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

COMPANY NAME \_\_\_\_\_

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

**DEBARMENT NOTICE  
(REQUIRED)**

Pursuant to N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

**NO PUBLIC WORKS CONTRACT/S MAY BE AWARDED TO ANY CONTRACTORS AND SUBCONTRACTORS OR TO ANY FIRM, CORPORATION OR PARTNERSHIP IF THEIR NAME IS ON THE STATE OF NEW JERSEY, DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DEBARMENT LIST OF CONTRACTORS AND SUB-CONTRACTORS.**

I, the vendor/Respondent, certify that my company has not been "Debarred or Suspended" or otherwise ineligible for participation in a Public Works Contract with the State of New Jersey, Government or Municipality, as described in the N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

Potential Vendor: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Signature of Notary Public)

Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_

**DISCLOSURE OF INVESTMENT IN ACTIVITIES IN IRAN MUST BE COMPLETED, DATED AND SIGNED**

**C.52:32-57 P.L. 2012, c.25**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (MANDATORY)**

**BID Number: BID2020-39 RE-BID Proposer: \_\_\_\_\_**

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
AND

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran. In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided 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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Proposer 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 State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

Chapter 25 list is found at: <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>



## **NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE APPLIES**

The successful bidder/vendor will be required to submit and comply with N.J.S.A. 34:11-56.48, et seq.), which requires all contractors, subcontractors or lower tier subcontractors (including subcontractors listed in the bid proposal) who bid on or engage in the performance of any public work to register with the Department of Labor and Workforce Development. The Contractor Registration Certificate is issued to both the company and its responsible representative. Proof is in the form of a Contractor Registration Certificate.

For information regarding the registration process, please contact the Department of Labor and Workforce Development at [www.nj.gov/labor](http://www.nj.gov/labor) (click on Wage & Hour then Registration & Permits) or call 609/292-9464.

Contractors and Sub-Contractors **must** be registered with the Department of Labor and Workforce Development, Wage and Hour prior to bid submittal.

A copy of the Public Contractors Registration Certificate for the Contractor and the Sub-Contractors is **required** prior to award of the contract.

**PREVAILING WAGE STATEMENT  
(APPLIES)**

As noted and required, the successful bidder/vendor will be required to submit and comply with all federal and local New Jersey laws regarding payment of prevailing wage rates. To that end, I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, accept that legal requirement and indicate by signing this document, the firm's intention and willingness to comply.

This project is subject to both New Jersey State and Federal Prevailing wage requirements. The higher of the two wage rates and fringe benefits for each worker classification shall be the wage rate used. The New Jersey wage and fringe benefits rate in effect on the date the contract is awarded will be the State rates for the duration of the project. All New Jersey predetermined rate increases at the time of the contract award also apply. The Federal wage rate and fringe benefits that are in effect ten (10) days prior to the bid opening date will be the Federal rates for the duration of the project, provided that the contract is executed within 90 days of the bid opening date.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Immigration and Naturalization Laws and Criminal Background Check (As Applicable)**

Vendors must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on City of Trenton. If the City requires a background check, the vendor must contact the New Jersey State Police to perform a Criminal Background Check **on each potential employee to work under this contract on City of Trenton property.**

A copy of the results of the Criminal Background Check must be provided to the **City of Trenton Department of Public Works, Division of Public Property** at least ten (10) days prior to an employee being permitted access to property. The department will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the City of Trenton does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must provide the results of a Criminal Background Check on its employees working under the contract on property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:[http://www.state.nj.us/lps/njsp/about/serv\\_chrc.html](http://www.state.nj.us/lps/njsp/about/serv_chrc.html)

**PROVIDE FIVE (5) REFERENCES  
(REQUIRED)**

NAME\_\_\_\_\_

ADDRESS\_\_\_\_\_

CITY, STATE, ZIP\_\_\_\_\_

TELEPHONE:\_\_\_\_\_

FAX NO.\_\_\_\_\_

DESCRIPTION OF WORK:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME\_\_\_\_\_

ADDRESS\_\_\_\_\_

CITY, STATE, ZIP\_\_\_\_\_

TELEPHONE:\_\_\_\_\_

FAX NO.\_\_\_\_\_

DESCRIPTION OF WORK:\_\_\_\_\_

DESCRIPTION OF WORK:\_\_\_\_\_

NAME\_\_\_\_\_

ADDRESS\_\_\_\_\_

CITY, STATE, ZIP\_\_\_\_\_

TELEPHONE:\_\_\_\_\_

FAX NO.\_\_\_\_\_

DESCRIPTION OF WORK:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **CONTRACT AWARD**

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

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**AUTHORIZED SIGNATURE**

**EMERGENCY SERVICES**

In the event of an emergency, Vendor will provide priority service for the City of Trenton.

**VENDOR EMERGENCY COMPLIANCE**

**YES**   ☐

**NO**   ☐

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

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**BID PROPOSAL FORM**  
**VENDOR MUST COMPLETE**

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

\_\_\_\_\_  
**(SIGNATURE BY AUTHORIZED REPRESENTATIVE)**

The undersigned is a Corporation, Partnership or Individual under the laws of the State of \_\_\_\_\_ having its principal office at \_\_\_\_\_

\_\_\_\_\_  
COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

FED. ID # \_\_\_\_\_

NAME \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

DATE \_\_\_\_\_

**IF AWARDED A CONTRACT, PLEASE PROVIDE CONTACT, ADDRESSES FOR PURCHASE ORDERS AND CHECK REMIT TO INFORMATION, COPY OF YOUR W9 AND UPON AWARD, FORWARD TO THE CITY OF TRENTON, ACCOUNTS AND CONTROL DEPARTMENT, 319 EAST STATE STREET, TRENTON, NJ 08608 (609) 989-3043.**

CONTRACT

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COMPANY

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PURCHASE ORDER MAILED TO:

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CHECK REMIT TO:

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TELEPHONE

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FAX



[illegible]