

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Township of Galloway on THURSDAY, AUGUST 14, 2014 AT 11:00AM in the Office of the Township Clerk, Municipal Building, 300 East Jimmie Leeds Road, Galloway, New Jersey 08205, at which time and place bids will be opened and read in public for:

REMOVAL AND REPLACEMENT OF SIDING TO VETERANS PARK BUILDING

Specifications, instructions to bidders and bid proposal forms may be obtained at the Township Clerk's Office during regular business hours, Monday-Friday 8:30AM to 4:00PM or on the Township's website www.gtnj.org.

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

Thalia C. (TC) Kay, RMC
Township Clerk

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INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the Township of Galloway, in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the Township of Galloway on Thursday, August 14, 2014 at 11:00 am as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid, including the specification section shall be submitted in a sealed envelope: (1) addressed to the Township of Galloway, Township Clerk, 300 E. Jimmie Leeds Road, Galloway New Jersey, 08205, (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.
- D. It is the bidder's responsibility that bids are presented to the Township of Galloway at the time and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Township of Galloway before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals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 shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. 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, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal must give the full business address, business phone, the contact person of the bidder, and be signed by an authorized representative as follows:
- 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.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

II. BID SECURITY AND BONDING REQUIREMENTS

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

X 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 pursuant to N.J.S.A. 40A:11-24a. 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 a bid guarantee shall result in 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 a consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

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 submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

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. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to 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 bid 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. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing 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 pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Township's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

When issuing addenda, the Township shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

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 Township of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

A Pre-Bid Conference is not required for this bid.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The Township reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services 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 Township harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The bidder shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the bidder. The bidder will be responsible for return freight or restocking charges.

V. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The Township is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The Township 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. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. 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 have included this cost.
- D. Bidders shall insert prices for furnishing goods and services 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 Township. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VI. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

The successful bidder shall purchase and maintain such insurance described in the following schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from contractor's performance and furnishing of the work and contractor's other obligations under the contract documents, whether it is to be performed or furnished by contractor, by any subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable.

Contractor shall be required to name the Township of Galloway as an "Additional Insured" on the contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed contract documents, contractor shall provide the Township of Galloway with a certificate of insurance indicating that the insurance coverage as described in Section VI, and as is appropriate for the work being performed and furnished, has been obtained and the Township of Galloway has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Township of Galloway with a certificate of insurance indicating the continuation of insurance coverage and designating the Township of Galloway as an "Additional Insured".

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General Liability Insurance

During the life of this contract the bidder shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence for bodily injury and property damage.

3. Automotive Liability Insurance

During the life of this contract the bidder shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$500,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

5. Notice of Cancellation

The cancellation Notice on the insurance policy must read as follows:

"It is understood and agreed that sixty (60) days advanced written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change in Coverage will be mailed to the Purchasing Agent.

6. Continuation of Coverage

If any of the above coverage's expires during the term of this contract, the bidder shall deliver renewal Certificates and/or policies to the municipality at least ten (10) days prior to the expiration date.

B. INDEMNIFICATION – HOLD HARMLESS AGREEMENT

The bidder, if awarded a contract, shall indemnify, save harmless and defend the Township of Galloway, its elected officials, its employees, agents, volunteers and others from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this contract or by the performance of any work under this contract, including all suits or actions of every kind or description brought against the Township of Galloway, either individually or jointly with the contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the contractor, its employees, subcontractors or agents or others under the contractor's contract.

The vendor shall be required to sign a hold harmless agreement upon execution of the contract and award.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance to the Division of public Contracts Equal Employment Opportunity Compliance and the Township. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the township contract, the following documents:

- The construction contractors shall complete and submit an Initial Project Workforce Report, Form AA-201 upon notification of award. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated
- The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Division and to the Township Purchasing Agent. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The Township shall retain the Affirmative Action evidence in our bid file for review by the Division.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included with this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Township harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

E. BID SUBMISSION CHECKLIST

This document shall be properly executed and submitted with the bid proposal.

F. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. 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) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) 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) 292-1730.

G. NEW JERSEY LOCAL UNIT "PAY TO PLAY" LAW

Pursuant to New Jersey Local Unit "Pay to Play" Law (N.J.S.A. 19.44-20 et seq.), all contractors are being placed on notice of the following:

The Law prohibits a county or municipality from entering into a contract having an anticipated value in excess of \$17,500 with a business entity, except a contract that is awarded pursuant to a fair and open process, if that business entity has made a reportable contribution in excess of \$300.00, in the case of a county to a county committee of a political party, if a member of that political party is serving in a elective public office of that county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that county when that contract is awarded. In the case of a municipality, to any municipal committee of a political party in that municipality if a member of that political party is serving in a elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when that contract is awarded. A business entity that enters into such a county or municipality would be prohibited from making a contribution to any of these committees during the term of the contract.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

H. 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 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

I. PREVAILING WAGE ACT

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. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). 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 www.state.nj.us/labor/lsse/lspubcon.html.

VIII. METHOD OF CONTRACT AWARD

A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.

- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The Township may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the Township to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Township.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Township may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Township shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Township will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Township 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 Township under this provision.

- D. In case of default by the contractor, the Township may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the calendar year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel the contract.

F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Township.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township.
- H. The Township may terminate the contract for convenience by providing 90 calendar days advanced notice to the contractor.

XI. PAYMENT

- A. No payment will be made unless duly authorized by the Township's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Township's policy and procedures.

AMERICANS WITH DISABILITIES ACT 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Township of Galloway (hereafter "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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Galloway 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 Township of Galloway in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Galloway, 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 Township of Galloway's grievance procedure, the Contractor agrees to abide by any decision of the Township of Galloway, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Galloway or if the Township of Galloway 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 Township of Galloway 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 Township of Galloway or any of its agents, servants, and employees, the Township of Galloway shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township of Galloway or its representatives.

It is expressly agreed and understood that any approval by the Township of Galloway 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 Township of Galloway pursuant to this paragraph.

It is further agreed and understood that the Township of Galloway 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 Township of Galloway from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT B
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Construction Contracts

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted and employment goal established in accordance with N.J.A.C. 17:27-7.32. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract

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

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

(1). To notify the Public Agency Compliance Officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organization listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

(i). The contractor or subcontractor shall interview the referred minority or woman worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the

individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

CONTRACTOR'S CERTIFICATION

Bidder's Name: _____

Address: _____

The Bidder hereby certifies that it shall comply with and shall require its subcontractors to comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law Against Discrimination (N.J.S.A. 10:5-1 et seq.) and the rules and regulations promulgated thereto, including but not limited to N.J.A.C. 17:27-1 et seq.

(NAME AND TITLE OF SIGNER – PLEASE PRINT OR TYPE)

(SIGNATURE)

(DATE)

NOTICE

Chapter 33 of the Public Laws of 1977 provides that no corporation or Partnership shall be awarded any State, County, Municipal or School District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnerships who own ten percent **(10%)** or more of its stock of any class, or of all individual partners in the partnership who own a ten percent **(10%)** or greater interest therein.

BID DOCUMENT SUBMISSION CHECKLIST

Required
With
Bid

Read, Signed
and Submitted
(Bidder's initials)

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID

- Stockholder Disclosure Certification, pursuant to N.J.S.A. 52:25-24.2 _____
- Affidavit of Non-Collusion _____
- Acknowledgement of Receipt of Addenda (To be completed if Addenda is issued) _____
- Bid Guarantee (bid bond or certified/cashier's check)
(Power of Attorney for full amount of Bid Bond) _____
- Consent of Surety (Certificate from Surety company) Bids over \$100,000.00 _____
- Surety Disclosure Statement and Certification _____
- Performance Bond _____
- Maintenance Bond _____

B. REQUIRED NO LATER THAN TIME PERIOD INDICATED

B. 1 SUBMIT DOCUMENTS AT TIME OF BID RESPONSE DUE DATE

- Public Works Registration Certificate(s) for the Bidder & Designated Subcontractors
(Prior to Award, but effective at time of bid) _____
- License(s) or Certifications(s) Required by the Specifications.
(Submit documents with bid response) _____

B. 2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE

"SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED"

- Business Registration Certificate - Bidder must possess a certificate at time of bid opening _____
- Business Registration Certificate - Designated Subcontractor(s) _____

C. READ ONLY

- Americans With Disability Act of 1990 Language _____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____ Phone: _____

RIGHT TO EXTEND – TIME OF AWARD

The Township of Galloway is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the Township of Galloway require an additional thirty (30) days extension to make an award of this bid, by signing this document you shall grant the Township of Galloway, NJ the right to extend this award up to ninety (90) days, if deemed necessary.

Name of Bidder: _____

By authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

Type of Product or Service Offered: _____

DISCLOSURE STATEMENT

I warrant that no Director, Officer or Employee of our company has a family member employed by or affiliated with the Township of Galloway.

Name of Bidder: _____

By authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

STOCKHOLDER LIST CERTIFICATION

I certify that the list below contains the names and home address of all stockholders holding **(10%)** or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns **(10%)** or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|--|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Subchapter S Corporation | |

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

STOCKHOLDERS:

NAME: _____
HOME ADDRESS: _____

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

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making the Proposal for the bid entitled
_____, and that I executed the said proposal with full
(title of proposal)

authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Galloway relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

VENDOR CHECK LIST

<u>ITEM</u>	<u>EXECUTED AND ENCLOSED</u>
1. BID SECURITY	_____
2. BID DOCUMENT CHECKLIST	_____
3. CONTRACTOR'S CERTIFICATION	_____
4. RIGHT TO EXTEND	_____
5. DISCLOSURE STATEMENT	_____
6. STOCKHOLDER LIST CERTIFICATION	_____
7. NON-COLLUSION AFFIDAVIT	_____
8. BUSINESS REGISTRATION CERTIFICATE	_____
9. BID PROPOSAL FORM	_____

NAME OF PERSON PREPARING PROPOSAL _____

SIGNATURE _____

FAX# _____

TELEPHONE# _____

* INCLUDE THIS FORM WITH PROPOSAL DOCUMENTS

BID PROPOSAL FORM

The undersigned hereby declares that he has carefully examined the specifications and the advertisement for the equipment or project described and that he will contract to supply the equipment or project in accordance with said specifications.

A **Bid Bond, Certified Check or Cashier's Check** in the amount of \$ _____
10% of the amount bid, not to exceed **\$20,000.00** made payable to the **Township of Galloway**
Treasurer, accompanies the proposal.

Bid due on or before THURSDAY AUGUST 14, 2014 AT 11:00 AM

BID PRICING:

Total Cost for repairs and replacement of siding, soffit, vapor barrier, flashings and shutters.
Warp all trims, painting of masonry walls and chimney restoration. All materials to be of premium
grade, colors to be selected by the Township.

\$ _____

(A CORPORATION)

The undersigned is (AN INDIVIDUAL) under the laws of the State
(A PARTNERSHIP) of _____

having principle location at:

COMPANY

ADDRESS

DATE _____

ADDRESS

SIGNATURE

SCOPE OF WORK

The Township is seeking a qualified professional contractor to facilitate cedar shingle siding replacement and repairs to chimney at the Veterans Park Building, 636 S. New York Road, Galloway NJ 08205.

The work includes all services, labor, materials, transportation and equipment necessary to perform the work described in the specifications in accordance with all state, federal and local requirements. **Prevailing Wage Rates Apply.**

SPECIFICATIONS:

I. SIDING

- a) Remove and Replace all existing cedar siding with CertainTeed Cedar Impressions Double 7" straight edge rough-split shakes. Inside and outside corners to be matching Double 7" mitered corner post. Color: TBD
- b) Remove and replace all existing vapor barrier with Certain Teed Certa Wrap weather resistant barrier as per manufactures instructions including Certa Tape applied to all seams and joints. Apply Certa Flash Flex flashing tape to all windows, doors and corners as per manufactures instructions.

II. TRIM

- a) Remove and Re-install existing gutters and downspouts.
- b) Remove and Replace all existing rotted wood trim as needed.
- c) Remove and Replace all window and door head flashings.
- d) Wrap all trims; including but not limited to windows, doors, fascia and rakes with Premium grade PVC coated aluminum. Color: TBD
- e) Caulk/Seal vinyl trim accessories installed around all windows, door, fascia and rakes using color match Premium Grade polyurethane sealant.
- f) Remove and Replace existing soffit with Beaded Triple 2 vented vinyl soffit. Color: TBD

III. SHUTTERS

- a) Remove and Replace all existing wood shutters with a Premium Grade vinyl louvered shutter. Color: TBD

IV. MASONRY WALLS

- a) Power wash existing painted masonry walls to remove all dirt and loose paint to achieve sound surface.
- b) Caulk all minor cracks throughout using a Premium Grade polyurethane sealant.
- c) Apply two (2) coats of Sherwin Williams Con Flex XL Smooth Elastomeric High Build Coating A5-400 series as per manufactures instructions. Color: TBD

V. MISCELLANEOUS PAINTING

- a) Roof Top Weather Vane: Prep surfaces and apply two (2) coats of Sherwin Williams Emerald Exterior Acrylic Latex paint. Color: TBD
- b) Roof Top Soil Vent Pipe: Prep surfaces and apply two (2) coats of Sherwin Williams Emerald Exterior Acrylic Latex paint. Color: TBD

VI. CHIMNEY REPAIRS

- a) Fire Place: Remove all loose stucco and in-fill with cement patch. Remove and Replace all existing flashings using copper. Apply all new wire mesh to entire chimney; apply one (1) scratch coat, one (1) brown coat and one (1) color coat. Color: TBD
- b) Heater: Remove all loose stucco and in-fill with cement patch. Apply all new wire mesh to entire chimney; apply one (1) scratch coat, one (1) brown coat and one (1) color coat. Color: TBD

** To make arrangement to assess this job, please contact:

Beth Stasuk, Director of Community Services, 609-652-8657 x1