

TOWNSHIP OF OLD BRIDGE

MIDDLESEX COUNTY

NEW JERSEY

CONTRACT # 2011-50

CONTRACT NAME: ELECTRONIC MESSAGE SIGN

PATRICK M. GILLESPIE, MAYOR

OLD BRIDGE TOWNSHIP COUNCIL

G. KEVIN CALOGERA, COUNCIL PRESIDENT

Reginald Butler
Brian J. Cahill
Richard Greene
Kelly Ellis-Foster

Lucille Panos
Mary Sohor
Edward Testino
Robert Volkert

BUSINESS ADMINISTRATOR

Joseph Criscuolo

TOWNSHIP CLERK

Rose Marie Saracino

ASST. TOWNSHIP ATTORNEY

Carol Berlen

CHIEF FINANCIAL OFFICER

Himanshu R. Shah

BIDDER: _____

ADDRESS: _____

TEL. NO.: _____

NOTICE TO BIDDERS

The Township of Old Bridge invites sealed bids for:

Contract # 2011-50

Contract Name: ELECTRONIC MESSAGE SIGN

Sealed bids will be opened and read in public for consideration by the Township of Old Bridge, One Old Bridge Plaza, Old Bridge, New Jersey 08857 September 20, 2011 9:00 am **prevailing time**. All bids shall be received at the Township of Old Bridge Clerks Office in the west wing of the Township Administration Building anytime prior to 8:45 a.m. Thereafter (8:45 a.m. – 9:00 a.m.) a representative of the Township Clerk’s office will be present in the Township Administration Building lobby and will receive bids at such place. Bids arriving after 9:00 a.m. will not be accepted. Bids will be opened in the second floor Conference Room of the Thomas English Administration Building.

All bids shall be presented to the Township of Old Bridge by parties bidding or their agents previous to the time designated, or when called for by the Township of Old Bridge.

If you are interested in downloading Bid Specifications please go to the website www.oldbridge.com and scroll down to Finance Bids. You may download the specifications for free. If you do not have internet connection and need a copy of the specifications, please make all requests to the Purchasing Department at (732) 721-5600 ext. 2910 between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Bids shall be made on the standard proposal form and be enclosed in a sealed envelope addressed to the Township Clerk at the above address. The name and address for the bidder and the name of the item must be printed on the face of the envelope. One original and one copy of the bid proposal must be submitted. Bids will be rejected if not submitted within time, date and at place designated.

In all cases, in which a bid is delivered by public or private mailing, or hand delivered, the following address and notation shall appear prominently on the front of the outside envelope:

Re: Contract # 2011-50
Contract Name: ELECTRONIC MESSAGE SIGN
Township Clerk
Township of Old Bridge
One Old Bridge Plaza
Old Bridge, NJ 08857

The bid documents shall be placed in an inside envelope which shall have the following endorsement in the upper right corner of the envelope:

Bid for: Contract # 2011-50
Contract Name: ELECTRONIC MESSAGE SIGN
Bid opening date: September 20, 2011
Bid Opening time: 9:00 AM

Bidders who elect to utilize public or private mailing for delivery of bid assume the burden of correctly addressing the envelope.

The guaranty accompanying the bid proposal shall be given in the amount of ten percent (10%) of the maximum delivered price, but not to exceed twenty thousand dollars (\$20,000), and may be given at the option of the bidder by a certified check or a bid bond from a reputable insurance company licensed in the State of New Jersey.

Bidders shall comply with the Affirmative Action Requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27, as amended from time to time, the Americans with Disabilities Act, and N.J.S.A. 52:25-24-2 P.L. 1977, Chapter 33.

The Township Council reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township Council reserves the right to waive informalities as the Township may deem to be in its best interest.

All Contract documents are to be submitted intact in accordance with bidder’s checklist. All erasures, interpolations, and other physical changes in the bid form shall be signed or initialed by the bidder.

By the order of the Township of Old Bridge
Rose Marie Saracino
Township Clerk

To be published: September 6, 2011

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF OLD BRIDGE

ELECTRONIC MESSAGE SIGN

2011-50

(Project Name)

(Project or Bid Number)

The bid document is to be returned in the exact same page order that it was received in.

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.

(N.J.S.A. 40A:11-23.2)

Required with Submission
Of Bid
(Township's checkmarks)

Initial each item
Submitted with Bid
(Initial each item)

√	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
√	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
√	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
√	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

B. Failure to submit the following documents may be a cause for the bid to be rejected.

(N.J.S.A. 40A:11-23.1b.)

Required with submission of bid
(Township's checkmarks)

Initial each item submitted with bid
(Bidder's initials)

Required with submission of bid
(Township's checkmarks)

Initial each item submitted with bid
(Bidder's initials)

√	A Bid Proposal Form	
√	Bidder's Qualification Sheet	
√	Checklist of required documents signed below	
√	Experience Sheet	
√	Corporate Disclosure Statement	
√	American with Disabilities	

√	Affirmative Action Requirements	
√	Bidders Personnel	
√	Submission of a Non-Collusion Affidavit (this form must be Notarized)	
√	Resolution of Authorization if Bidder is a Corporation	
√	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
√	Corporate Resolution (if applicable)	

√	Proof of Vehicle Insurance	
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√	A Business Registration Certificate	
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Check Box 1

The following items, as checked, shall be required after award of the contract:

- Performance Bonds _____√_____
- Certification of Insurance _____√_____
- Signed Contracts _____√_____
- Maintenance Bond _____√_____
- State Public Works Contractors Registration _____

If you are chosen as the lowest responsible bidder, you will be required to provide the Township with a copy of the State Public Works Contractors Register Certificate. This certificate must be dated on or before the date this bid is submitted.

SIGNATURE: **The undersigned hereby acknowledges and has submitted the above listed requirements, and reviewed entire bid package**

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

GENERAL BID SCHEDULE

- Advertisement Date September 6, 2011
- Pre-Bid Meeting N/A
- Questions from Vendors Cut-off September 15, 2011
- Bid Opening Date September 20, 2011
- Award Date (Estimate) October 3, 2011
- Project Start date (Estimate) October 15, 2011
- Project End date (Estimate) January 15, 2012

BIDDERS QUALIFICATION STATEMENT

1. How many years have you been in business under your present business name?

2. Have you, your organization, partners or officers failed to complete a municipal contract or defaulted under any such contract? If yes, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)

3. Did you, your organization, partners or officers ever withdraw your bid after being designated the lowest bidder on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)

4. Have you, your organization, partners, or officers been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

5. Are there any unsatisfied judgments recorded against you, your organization, partners, or officers? If so, give details, including the name and the address of each judgment creditor and the amount of each judgment.

6. The period of time you, your organization has been continuously engaged in this type of development, operation and maintenance program in New Jersey under the name in which the proposal is submitted.

Any information submitted in the Bidder's Qualification sheet which is false or misleading may be grounds for disqualification of the bidder and rejection to his bid.

INFORMATION FOR BIDDER

DEFINED TERMS

Wherever the words defined in the Article or pronouns in place of them are used in the Contract and the Specifications, their intent and meaning shall be interpreted as follows:

As Directed, As Required, Etc.

Wherever in the specifications the words "as directed", "as required", "as permitted", or words of like import are used, it shall be understood that the direction, requirements, or permission of the designated contact person for each site is intended, and similarly the works of like import, shall mean approved by or acceptable and satisfactory to the contact person for each site.

Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder

Any individual, firm or corporation submitting a proposal for the work contemplated acting directly or through a duly authorized representative.

Change Order

A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision of the work, or an adjustment of the contract amount or contract time.

Clerk

The clerk of the governing body if the Owner be a County or Municipality.

Contract

The agreement covering the performance of the work, together with all supplementary documents, including Notice to Contractors, Information for Bidders, Proposal, Executed Contracts, Contract Bond, General Conditions, Specifications including General Specifications are to be treated as one instrument whether or not set forth at length in the form of the contract.

Contract Price

The total moneys payable to the Contractor under the Contract Documents.

Contract Time

The number of calendar days stated in the Contract for the completion of the work.

Contractor

The party of the second part designated in the contract entering into the contract for the performance of the work required by it acting directly or through agents or employees.

Counsel

The person or firm holding the position or acting in the capacity of legal counsel for the Owner in the performance of the work contemplated.

Drawings or Plans

Please see attached drawings for this project.

Engineer

Whenever the word Engineer is used in reference to the work or any part thereof in these specifications of the Contract, it shall be understood to apply and refer to the professional engineering representative of the Owner, duly authorized to represent the Owner in the execution of the work covered by the Specifications and Contract. The term "Engineer" or the pronouns used in place thereof shall refer to acting either directly or through assistants under him, limited to the particular duties entrusted to them.

Modification

(a) a written amendment of the Contract Documents signed by both parties, or (b) a change order, or (c) a written clarification or interpretation issued by the Engineer.

Owner

A public body or authority, association, partnership, corporation or individual for whom the work is to be performed; the party of the first part in the Contract.

Personal Injury

Shall be interpreted to mean "Bodily Injury" for insurance coverage purposes.

Plans

All drawings or reproductions of drawings, pertaining to the construction of the project.

Project

The design or scheme used and set forth on the plans and to be carried out by the specifications in order to complete the work in a manner satisfactory to the Engineer.

Project Representative

An Authorized representative of the Owner assigned, under the supervision of the Engineer, to the observation of the work.

Proposal

The approved prepared form on which the Bidder will or did submit his, their or its prices for the work contemplated.

Proposal Security

The security designated in the proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Owner if the work is awarded to him.

Roadway

That portion of the highway included between the gutter or side ditch lines, reserved for the accommodation of the traveling public, and its appertaining structures and slopes, and all ditches, channels, waterways, etc., necessary to its correct drainage.

Shop Drawings

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material, or some portion of work.

Specifications

All of the specifications and modifications thereof appended hereto, pertaining to the method or manner of performing the work or to the quantities or qualities of materials to be furnished.

Subcontractor

Any individual, firm, partnership, or corporation having a direct contract with the contractor for doing work or for furnishing material, worked to a special design according to the Plans or Specifications of this work, but not including those who merely furnish material not so worked.

Substantial Completion

The date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraphs herein before.

Surety

The corporate body which is bound with and for the Contractor who is primarily liable and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work which he has contracted.

Township

The Township of Old Bridge, a Municipal Corporation of the State of New Jersey with principal officials at One Old Bridge Plaza, Old Bridge, New Jersey, being the party of the first part, or any officer or agent duly authorized to act on its behalf.

Work

Any and all obligations, duties and responsibilities necessary to the successful completion of the project under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

Working Day

A calendar day, exclusive of Saturdays, Sundays, legal holidays, on which, in the sole opinion of the Engineer, weather and working conditions permit the Contractor to make effective use, during normal working hours, of not less than one-half of his normal current daily man-hours.

RECEIPT OF BID: Bids will be opened at the time and place specified in the "Notice to Bidders". The Township suggests that all bids be delivered by hand to the Municipal Clerk at the Municipal Building and takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services. No bids will be accepted after the time designated for the opening of bids.

BID FORM: Bids must be submitted on the "Bid Proposal" form which is included in the bid package. All blank spaces must be filled in. All proposals shall be typewritten or penned on the forms. Unit prices and totals must be inserted in the space provided. Insert N/A in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the bidder in ink. Failure to comply may be cause for rejection of the bid. Where discrepancies occur between the unit figure and the extension, the unit price will prevail.

The bid form is included in the contract documents; additional copies may be obtained from the Purchasing Manager.

Bid forms must be completed in ink or typed. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

Bids by corporations must be executed in the corporate name by the president or a vice-president (**or other corporate officer accompanied by evidence of authority to sign**) and the corporate seal shall be affixed and attested by a secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner; his/her title must appear under his/her signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The bid shall contain an acknowledgement of receipt of all addenda (the numbers of which shall be filled in on the bid form).

If a unit price or a lump sum already entered by the Bidder on the bid form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the bidder in ink.

The bids received will be compared on the basis of the summation of the lump sum amounts bid, and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the bid and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words in the proposal shall govern any errors found in said products, and in the addition, will be corrected.

SIGNATURE ON BID FORM: The bid proposal must be signed by the individual bidder and his signature witnessed by another person. If the bidder is a partnership, all partners must sign and their signatures witnessed by another person. If the bidder is a corporation, the bid must be signed in the name of the corporation by a chief executive officer and witnessed by a recording officer.

BONDS OR SECURITY REQUIRED:

BID SECURITY: Refer to the Checklist of Required Documents to see if bid security is required for the attached proposal. The amount and type of bid security is stated in the advertisement and Notice to Bidders. The required security must be in the form of a certified check, cashier's check, or surety bid bond of the Bidders, payable to the Township. The amount of the bid security shall be 10% of the total bid, but not more than \$20,000. If the Bid security is in the form of a surety bid bond, said surety shall be licensed to conduct business in the State of New Jersey and named in the current list of "Surety Companies Acceptable on Federal Bonds", as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful bidder will be retained until he/she has executed the Agreement and has furnished the required contract security within 10 days of the Notice of Award. The Township may annul the Notice of Award and the bid security of that bidder will be forfeited.

Bid Security will be returned to all except the three apparent lowest bidders within ten (10) working days after the opening of bids, and to the three lowest bidders within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

PERFORMANCE BONDS: When required as part of the contract documents, the awarded vendor shall within ten (10) days after the award of the contract, obtain, pay for and deliver to the Township of Old Bridge, a performance bond for one hundred percent (100%) of the total contract sum satisfactory to the Township and executed by a surety company licensed to do business in the State of New Jersey. Such a bond shall bear the same date as, or dates subsequent to, the date of the contract. The said bond shall assure fulfillment of the contract in all respects and shall provide for payment in the event of the contractor's failure to perform all of its obligations according to the contract and make full reimbursement to the Township of Old Bridge for all expenses incurred in making good any default. This bond shall also contain a waiver of notice being required for alternations, additions, deductions, extensions of time or other modifications of the contract as ordered.

MAINTENANCE BONDS:

Unless otherwise specified, before final payment is made as herein provided, the Contractor shall furnish a Surety Corporation Bond to the Owner in a sum equal to:

1. Fifty percent (50%) of the final adjusted Contract amount if such amount be \$25,000 or less;
2. Thirty percent (30%) of the final adjusted Contract amount if such amount be greater than \$25,000 but less than \$75,000; and
3. Ten percent (10%) of the final adjusted Contract amount If such amount be \$75,000 or more

The Bond and Surety Corporation shall be satisfactory to the Owner and the Bond shall remain in full force and effect for a period of one (1) year from the date of final payment for the work by the Owner and shall provide that the Contractor and the Surety guarantees to replace for the said period of one year from the date of final payment for the work, all work performed and/or all materials furnished that was not performed or were not furnished according to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year.

CONSENT OF SURETY: The consent of surety form shall be returned with the bid proposal if the contract documents require a performance bond. Consent of surety which reserves any right for the surety, after the award of

the contract to the bidder, to decline to issue the performance bond will not be accepted. Bids accompanied by such consent of surety will be rejected.

ADDENDA: Any addendum issued from time to time to provide additional information to the bidders shall become an integral part of this bid package. Receipt of addendum shall be acknowledged by the bidders in the space provided on the bid proposal form.

QUESTIONS REGARDING PLANS & SPECIFICATIONS: Should any bidder be in doubt as to the intent of the plans and/or specifications, he should immediately notify the Purchasing Manager in writing, who will then send a written addendum to all bidders recorded as receiving bidding documents covering the point in question. Bidders may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all questions must be received by the Purchasing Manager no later than eight (8) days prior to the bid opening date. Questions received less than eight days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Before submitting bids, the bidder shall apply in writing to the Purchasing Manager for clarification or interpretation of any conflicting information between two or more statements in the plans and specifications. If such clarification is not requested before bidding, the bidder shall be responsible for doing such work and furnishing such materials as is necessary to comply with whichever interpretation of the plans and specifications the Township may, during construction, judge to be proper.

QUALIFICATIONS OF BIDDERS

To demonstrate his/her qualifications for the project, each Bidder must be prepared to submit within five (5) days of the Township's request, additional written evidence such as financial data, previous experience, equipment maintenance records, and evidence of authority to conduct business in the jurisdiction where the project is located.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting his/her bid, each Bidder should (a) examine the contract documents thoroughly, (b) visit the sites to familiarize himself/herself with the local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with Federal, State and Local Laws, Ordinances, Rules and Regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents.

Reference is made to the General Requirements (where applicable) of the specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work. The Township will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his/her bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for performance of the work within the terms of the contract documents.

The submission of a bid will constitute an incontrovertible representation of the Bidder that he/she has complied with every requirement of the examination of contract documents and site paragraphs.

WITHDRAWING BID: The Township reserves the right to reject any or all bids and to waive any minor informality in any bid should it be deemed in the best interest of the Township to do so. Bids may be rejected for any of the following reasons:

1. Failure to complete the Ownership Disclosure Statement.
2. Failure to complete the Affidavit of Non-Collusion.
3. Failure to properly complete the Bid Proposal form.
4. Failure to submit bid security (if required).
5. Failure to complete Affirmative Action Certification.
6. Failure to comply with specifications (insertion of additional conditions, provisions, or stipulations).
7. Failure to provide Consent of Surety
8. Failure to provide listing of subcontractors
9. Failure to sign addenda page
10. Failure to provide Business registration certificate.

PROCEDURES ON AWARD OF CONTRACT:

THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND WAIVE ANY AND ALL INFORMALITIES, AND THE RIGHT TO DISREGARD ALL NONCONFORMING OR CONDITIONAL BIDS OR COUNTERPROPOSALS.

In evaluating bids, the Township shall consider the qualifications of the Bidders whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. The Township may consider the qualifications and experience of subcontractors and other persons and organizations, including these who are to furnish the principal items of material or equipment proposed for the portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. The Township may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Township's satisfaction within the prescribed time. The Township reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the Township's satisfaction.

If a contract is to be awarded, it will be awarded to the highest monthly responsible bidder whose evaluation by the Township indicates to the Township that the award will be in the best interests of the project. The Township reserves the right to award the bid to more than one vendor when it is deemed to be in the best interest of the Township to do so.

If the contract is to be awarded, the Township will give the apparent successful Bidder a Notice of Award within 60 days after the day of the bid opening. Exception to this schedule would be in accordance with N.J.S.A 40A:11-24 which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed". All prospective bidders are advised of this schedule since all proposals must be firm when bid, and must remain so for 60 days or such longer period as the Township and the bidders may agree.

Simultaneously, with delivery of the executed counterparts of the Agreement to the Township, contractor shall deliver to the Township the required contract security.

NOTIFICATION OF AWARD: On passage of a Township Committee Resolution awarding the contract, the Legal Department will forward three (3) sets of contract documents to the successful bidder for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful bidder shall return all (3) sets of the contract documents to the Legal Department with a proper performance bond and requisite insurance certificates attached if it is required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the bidder, the contract documents will be submitted to the Township Attorney for review and approval.

If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Township. A fully executed copy will then be returned to the successful bidder by the Municipal Clerk. No Resolution of Award will become binding on the Township at any time before the contract documents have been executed by the Mayor and Municipal Clerk.

Should any successful bidder, upon being notified, fail to execute a contract with ten (10) days of such notification with the Township of Old Bridge, the Township will be free to award the contract to another bidder, and the Township shall have the right to proceed against the guaranty accompanying the bid.

EQUAL OR TIE BIDS: The Township of Old Bridge reserves the right to award, in its discretion, to any of the tie bidders which serves the best interest of the Township with reference to the information submitted with the proposals.

ASSIGNING THE CONTRACT: The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Township.

SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the advertisement, and Notice to Bidders shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the Bid Security and other required documents.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

OPENING OF BIDS: Bids will be opened as indicated in the advertisement and Notice to Bidders.

BIDS TO REMAIN OPEN: All bids shall remain open until such time as the Township has entered into a contract with the successful low bidder, or a period not to exceed sixty (60) days after the day of the bid opening. The Township, in its sole discretion, may release any bid and return the Bid Security prior to that date.

Bid Security in the form of certified or cashier's checks will be returned to all, except the three apparent lowest bidders within ten working days after the opening of bids, and to the three lowest bidders, within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

PAYMENT ON CONTRACT: The contract price shall be payable either in one lump sum or as indicated in the Bid Specifications following satisfactory completion of the contract and presentation of a properly executed purchase voucher and the acceptance of the approving authority that the work has been completed to standards. Effective September 1, 2006, payment to contractors on construction-related contracts is subject to the Prompt Payment Law, NJSA 2A:30A-1 et seq..

The Contractor must certify, with a return receipt, the date they submitted a purchase voucher to the Township Finance Department. If the voucher is hand delivered by the Contractor, it must be left at the Finance Department only and the Contractor must receive a written sign-off from the Township employee accepting same.

Since these bills require Council approval to authorize payment, the timeline is delayed so that the bills may be reviewed at a public meeting within the twenty (20) calendar days after the purchase voucher submission.

If the purchase voucher or invoice is *approved* at the meeting, the bill must be paid within the payment cycle following the meeting. If a local unit fails to make timely payments, and does not notify the contractor in writing of the amount withheld and the reason, it will be subject to the provisions of NJSA 2A:30A-1 et seq.

If the work is *not approved and certified*, the contractor must be promptly given a written statement of the amount withheld and the reason. Failure of the Township to make a timely payment or provide a written reason for withholding payment will subject it to the provisions of NJSA 2A:30A-1 et seq.

If a dispute arises between the parties regarding bill payment, said dispute shall be submitted to some form of alternate dispute resolution.

PAYMENT SCHEDULE:

<u>Meeting Date</u>	<u>Close Out Date</u>
June 20, 2011	June 14, 2011
July 18, 2011	July 12, 2011
August 15, 2011	August 9, 2011
September 12, 2011	September 6, 2011
October 3, 2011	September 27, 2011
November 14, 2011	November 8, 2011
December 12, 2011	December 6, 2011

DISCLOSURE OF OWNERSHIP STATEMENT: The bidder warrants and represents that he has furnished a true statement of all the information required for the completion of the Disclosure of Ownership Statement.

AFFIDAVIT OF NON-COLLUSION: This affidavit must be submitted with the bid proposal form and it must be notarized.

AMERICAN GOODS: During the performance of this contract, the contractor agrees to comply with the provisions of N.J.S.A. 40:11-18.

THE CONTRACT - The following shall be deemed to be part of the Contract:

- * Notice to Bidders
- * Information for Bidders
- * Specifications
- * Proposal
- * All Addenda issued by the Township prior to the receipt of bids

All of the above, taken as a whole, shall constitute the Contract Documents. Any work exhibited in the one and not the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design as decided and determined by the Township.

INSURANCE - The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Township. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Township. The Contractor shall furnish the Township with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsement or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days notice to the Township. The policies and endorsements shall be specifically referred to the Township as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey which are satisfactory to the Township.

“INFORMATION FOR BIDDERS” AS PART OF THE CONTRACT: The terms and provisions set forth under the heading “INFORMATION FOR BIDDERS” are hereby made a part of the terms and conditions of the proposed contract.

ERRORS IN PRICE CALCULATION - Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words.

EXTRA CHARGES - All services quoted are exclusive of New Jersey State Sales Tax and are on the basis of completion.

PERIOD OF CONTRACT - The contract shall cover the period specified on the bid sheet. Start dates listed are approximate. Contracts shall begin with formal date of award.

AVAILABILITY OF FUNDS - The Township’s obligation hereunder is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Township for payment of any money shall arise unless and until funds are made available each year.

TRANSITIONAL PERIOD - In the event the services are terminated either by the contract expiration or by termination by the Township of Old Bridge, it shall be incumbent upon the contractor to continue the service until new services can be completely operational. At no time shall this service extend more than 90 days beyond the expiration date of the existing contract. Vendor will be reimbursed for this service at the prior contract rate.

PROCEDURAL REQUIREMENTS AND AMENDMENTS - Should the contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matters for consideration and decision.

There may be a meeting with the successful contractor and the prior to the start of the contract. At this time the contractor will be required to submit a plan of operation to the using agency.

By submitting a proposal, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he not make any claim for, or have right to cancellation or relief because of any misunderstanding or lack of information.

CONTRACTOR’S REQUIREMENTS FOR REGISTRATION – As stipulated by P.L.1999, c.238. no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, c.150 (C.34:11-56.26), unless the contractor/subcontractor is registered with the New Jersey Department of Labor.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS- The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

N.J.S.A. 52:32-44/P.L. 2009 c.315 requires that each bidder (contractor) submit proof of business registration prior to award of contract. 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 contacting 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 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 business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110(C.5:12-92),or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with contracting agency.

PREVAILING WAGE ACT (WHEN APPLICABLE) – Pursuant to NJSA 34:11-56.25 et seq. successful bidders on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record. Such certified payroll record must be submitted within ten (10) days of the payment of 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 NJAC 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.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

§:

COUNTY OF _____

I, _____ of the _____

of _____ in the County of _____

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

I am _____

of the firm of _____

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

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

NAME OF CONTRACTOR (N.J.S.A. 52:34-15)

Subscribed and sworn to _____

Before me this _____ day _____

Of _____ 20 _____
(Also type or print name of affiant under signature)

NOTARY PUBLIC OF

My Commission Expires _____

DISCLOSURE OF OWNERSHIP

(If bidder is a sole proprietorship, check here [] and do not complete this statement.)

The UNDERSIGNED, as bidder, in accordance with N.J.S.A. 52:25-24..2, declares and submits this Statement of Ownership:

Bidder is a Corporation [] Partnership [] Joint Venture []

[] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

[] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Full Name of Individual
(Stockholder) (Partner)

Home Address of Individual
(Stockholder) (Partner)

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me

Signature

This ____ day of _____ 20

(Notary Public)

Print Name

My Commission expires:

Title
(Corporate Seal)

AFFIRMATIVE ACTION CERTIFICATION

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (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 letter).
OR
- 2. A photocopy of their 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 N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27.

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 State 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 N.J.S.A. 10:5-31 et seq (P.L.1975,c.127) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: a contractor's bid must be rejected as non-responsive if a contractor fails to comply with Requirements of N.J.S.A. 10:5-31 et seq, within the time frame.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 11

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation, 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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,

creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

Signature

Date

Name and Title of Signer (Please Print or Type)

For goods, professional service and general service contracts, a letter of federal affirmative action plan approval, certificate of employee information report or an employee information report form (AA302) must be submitted at the time of Award. If the vendor/contractor does not submit one of these three (3) documents within the required time period the Owner may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the Contractor does not submit the Affirmative Action Document, the Owner must declare the vendor/contractor as being non-responsive and award the contract to the next lowest responsible bidder.

IMPORTANT: This form must be completed by Bidder.

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Contractor and the Township of Old Bridge do hereby agree that the provision 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 thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township 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 in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Township, 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 grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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 shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Township or its representatives.

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

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

Signature

Date

SITE VISITATION STATEMENT

I, _____

Of _____

the Bidder making Bid for Contract #2011-50: _____ certify that I or my authorized representative has personally inspected the job sites.

By: _____
Signature

Title

Typed or Printed Name of Bidder

(Corporate Seal)

Subscribed and sworn to before me this _____ day of _____, 2011.

(Seal)

My Commission Expires On: _____

IMPORTANT: This form must be completed by Bidder if required

ACKNOWLEDGMENT OF REVISIONS OR ADDENDA

ELECTRONIC MESSAGE SIGN

(Name of Project)

2011-50

(Project or Bid Number)

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

I _____ , acknowledge receipt of the following addenda and or revisions. They are as follows:

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgement by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

SUBCONTRACTOR LIST

Prime subcontractors shall be all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting and all kindred work; steam power plants, steam and hot water heating and ventilating apparatus and all kindred work; electrical work; and structural steel and ornamental iron work. If needed in the performance of this bid, the following prime subcontractors will be employed to perform the following work.

1. Name & Phone #: _____

Address: _____

Work: _____

2. Name & Phone #: _____

Address: _____

Work: _____

3. Name & Phone #: _____

Address: _____

Work: _____

4. Name & Phone #: _____

Address: _____

Work: _____

5. Name & Phone #: _____

Address: _____

Work: _____

EXPERIENCE STATEMENT SHALL BE ATTACHED FOR EACH OF THE ABOVE SUBCONTRACTORS. All prime subcontractors must be listed above. Prior to award of contract, the successful contractor must provide to the Township the names of all subcontractors including non-prime subcontractors along with copies of their business registration certificate and public works contractor registration license. Payment will not be made for unauthorized subcontractors.

Signature

Date

BIDDERS PERSONNEL

NOTE: Give the names of all officers of corporation

NOTE: Give the name of the executive who will give personal attention to work whenever required.

BID SECURITY

This proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

- A. Surety Bid Bond _____
- B. Certified/Treasurer's Check _____
- C. Cashiers Check _____

The amount of _____ (\$ _____) payable to the Township of Old Bridge

The Bidder hereby agrees that if this proposal shall be accepted by the Township, and the Bidder shall fail to execute and deliver the contract and the required Performance Bond or other required documents in accordance with the requirements of this proposal and other sections of the contract documents within the time specified, then the Bidder shall be deemed to have abandoned the contract and thereupon the proposal and acceptance shall be null and void and the security accompanying the proposal shall be forfeited to, and retained by, the Township, as liquidated damages for such failure or neglect, and to indemnify the Township for any loss which may be sustained by failure of the Bidder to execute the contract and furnish documents as aforesaid. Nothing in the specifications and contract documents shall prevent the Township from recovering actual damages over and above the sum of the forfeited bid security.

In compliance with the laws of the State the Bidder is:

- An Individual _____
- A Partnership _____

of _____ having principal offices at _____

CONSENT OF SURETY

In consideration of the premises, and of one dollar to it in hand paid by the Bidder, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the Township, and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded, it will pay, on demand, to the said Township any difference(s) between the sum bid by said corporation, person or persons and the sum which the said Township may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers, this

_____ Day of _____ 2011.

ATTEST:

BY _____

_____ (SEAL)

Surety

ATTEST:

BY _____

Title

EXPERIENCE SHEET

NOTE: The bidder is required to submit below detailed evidence that he/she is a competent organization which has constructed work similar in amount, value, cost character and proportions, and the necessary financial resources to perform the work in a satisfactory manner.

Year	Type of Work	Contract Amount	Name & Address of Township (other organization)

 BIDDER

 BY

 TITLE

CERTIFICATE OF EQUIPMENT

_____ (Name of Bidder) hereby certifies that the Bidder(s) is or are the owner or lessee of the equipment necessary for the execution of this contract, and further certify that the Bidder(s) is or are fully prepared with the necessary capital, material and machinery to conduct this work as herein specified. The equipment available for the execution of the contract is listed below:

<u>Quantity</u>	<u>Description & Capacity</u>	<u>Year</u>	<u>Condition</u>

BIDDER

BY

TITLE

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that _____ be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its Board of Directors held on _____ day of _____, 20____.

SEAL OF CORPORATION

Secretary

MAILING ADDRESS _____

The terms used in this bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20____

DEBARRED, SUSPENDED and DISQUALIFIED BIDDER AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF)

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

I am _____, an officer of the firm(s) of _____
_____ the bidder making the proposal for the above named work, and that I executed the said proposal
with full authority to do so; that said bidder at the time of making this bid, {as applicable, insert "is" or "is
not"} included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified
Bidders; and that all statements contained in said proposal and in this affidavit are true and correct, and made
with the full knowledge that _____ as Local Unit relies upon the truth of the
statements contained in said proposal and in the statements contained in this affidavit in awarding the
contract for said work The undersigned further warrants that should the name of the firm making this bid
appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to,
and during the life of the contract, including the Guarantee Period, that the Local Unit shall be immediately
so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a contractor is subject to debarment,
suspension and/or disqualification in contracting with the State of New Jersey and the Department of
Environmental Protection if the contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed
therein, and as determined according to applicable law and regulation.

Name and Address of Contractor

Name and Title of Affiant

Subscribed and Sworn
Before me this _____ day
Of _____, 20____

Notary Public of

My commission expires _____, 20____

Signed: _____
By: _____
Signature of Officer or Individual

If BIDDER is:

An Individual

By _____
(SEAL)

(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____
(SEAL)

(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____
(SEAL)

(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above)

NO DEVIATIONS AND/OR EXCEPTIONS

Any and all deviations or exceptions from the specifications will be rejected; delivery shall be in conformance to the specified requirements contained herein.

The Township reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township reserves the right to waive informalities as the Township may deem to be in its best interest.

Signed: _____

By: _____
Signature of Bidder (Officer or Individual)

Firm: _____

Address: _____

Date: _____

SPECIFICATIONS

THE FOLLOWING GENERAL REQUIREMENTS SHALL APPLY TO ALL LOCATIONS

PERIOD OF CONTRACT

After receipt by him of the acceptance of his proposal, the Consultant shall complete the performance of the entire work within the time specified as follows:

3 Months

At the end of the contract, the Township reserves the right to extend the contract for an additional twelve (12) months at the same rate as the initial contract.

INSURANCE/BACKGROUND CHECKS

The contractor is responsible to conduct adequate background checks on all employees and/or subcontractors working at Township facilities. Contractors and/or subcontractors must be bonded, show proof of insurance coverage naming the Township as an additional insured, and workers' compensation insurance.

CANCELLATION OF CONTRACT

Any contractor accumulating two (2) "unsatisfactory service" notices in a sixty (60) day period may be dismissed within ten (10) days of receipt of a contract cancellation notice from the Township.

CHANGE ORDERS

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

EMERGENCIES

If an emergency arises the contractor is responsible for contacting the Township's point of contact within a two (2) hours time frame. The contractor must supply the Township of Old Bridge a cellular phone number to be able to call if an emergency arises.

PENALTIES

In the event of a default in performance by the contractor, the Township will suffer damages. Certain of these damages may be reasonably ascertained; however, others consist of intangible losses, which are difficult to accurately calculate and assess. For those tangible losses the contractor shall be liable for, the Township may deduct from any amount then due to the contractor, liquidated damages in the amount of \$100.00 per day for each failure on the part of the contractor to perform

any of the “ELECTRONIC MESSAGE SIGN” described herein. The sum determined pursuant to this paragraph is not a penalty, but an attempt to reasonably forecast the potential harm due to intangible losses caused by the contractor’s breach. The contractor acknowledges that in submitting its bid and in accepting the award of this contract, it has ascertained the risk of non-performance under this paragraph to the same extent as if the contractor and the Township had negotiated the amount of liquidated damages at arm’s length.

The election of the Township to refrain from assessing liquidated damages for any failure of the contractor shall not constitute a waiver on the part of the Township in the event it shall later elect to terminate the contractor for breach, or to collect liquidated damages as specified herein. If the amount of liquidated damages due from the contractor exceeds the amount of all monies due and to become due to the contractor, the contractor shall pay the balance to the Township. Nothing herein shall prohibit the Township from pursuing any claim for compensatory damages for all actual losses resulting from the contractor’s failure to comply with the terms of the contract.

ITEMIZED BILLING

The contractor must submit detailed monthly billing for the previous month showing the various contractual chores performed during that month

LOCATION SECURITY

Buildings, gates, and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working.

Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.

INSURANCE

The contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work. Contractor must maintain Workers’ Compensation insurance in accordance with laws of the State of New Jersey. The contractor shall also have and maintain Employers Liability Insurance. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the \$1,000,000. Municipality must be named as an additional insured.

SPECIFICATIONS

Electronic Message Sign

You are invited to Bid on the following:

The bid amounts specified herein are for fixed price work which includes all prices for equipment, Installation, labor, programming and training required to perform the work specified in this Invitation to Bid.

The Bidder, having visited the site of the proposed project, and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the terms and conditions herein, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception for the proper executions and completion of the contract, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices:

It is the intent and purpose of these specifications to describe the type and quantity required for the Purchase of an Electronic Message Sign for the Township of Old Bridge and is to list all requirements necessary for entering into contract for furnishing the specified items as provided for herein and as applicable in the Bid Document.

Installation Data: Vendor shall supply engineering data and drawings for the installation of concrete support footings and all electrical power and communications wiring.

If there should be any technical questions concerning this specification, all questions must be email to the Purchasing Manager at Purchasing@oldbridge.com.

Electronic Sign Specifications

LED Pitch	20mm (Center-to-Center Spacing)
LED Color	Monochrome Red or Monochrome Amber
LED Matrix	32 Rows x 112 Columns of LED's
LED Configuration	1 Diodes per Pixel
Character Size	Scalable Font: 26" to 6.0" Characters
	Scalable Font
Number of Lines	4 Lines of 6.0" Characters 3 Lines of 7.5" Characters 2 Lines of 11.6 Characters 1 Line of 26.0" Character
All Material and Software	Completely Installed
Number of Faces	2
LED Face(s)	No Exposed Pixels (Cover with at least a polycarbonate cover or better material)
*Header Illuminated Box	Constructed with Township Graphics and Colors
PC Based Controller Software	Controlled from at least two separate locations (Rec/Police)
Connectivity	Wireless
Support	On Site Computer Setup and Training

SPECIAL NOTES:

1. Labor to Install / Program / Test must be included
2. Vendor is responsible for removal of any/all debris related to project.
3. Vendor is responsible for satisfying all requirements of construction permits as required by law and Old Bridge Township Code Regulations. Permit fees will be waived. Project payment will not be approved without satisfactory inspection results.
4. Vendor will obtain all required permits under Vendor company name.
5. Vendor understands that there are no partial payments within this project.
6. Vendor understands that payment can only be made after project is complete and Township Council accepts request for processing invoice. The Council has scheduled meetings (see www.oldbridge.com for schedule) and will consider payment requests only at those meetings.
7. All wiring to be installed in a concealed manner where possible and use decorative wire molding in all other areas.
8. Bid must include One (1) year warranty on all parts and labor.
9. Bid must list warranty cost, parts and labor, for years 2 and 3.

Option 1

Installation of Equipment

Cost of Installation of the ELECTRONIC MESSAGE SIGN

\$ _____

(In Words)

Option 2

Warranty (Optional)

Warranty year 2 \$ _____

Warranty year 3 \$ _____

TOTAL COST OF WARRANTY YR 2 & 3: \$ _____

(In Words)

Total Bid Price (Part 1 and 2) \$ _____

(In Words)

The Township reserves the right to award the contract based on Total Bid Price (Option 1 & 2) or just Equipment & Installation (Option 1)

Bidder price will be good for 12 Months from award of contract
_____ (Initial)

If a bidder is basing his/her proposal on equipment contended to be an “equivalent”: product to what is specified in these bid documents and wishes the equipment they propose to be considered as an “approved equal”, they must submit on their letterhead a list of details supporting any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or item. Note – this full and detailed written comparison of every item must be included with proposal or bid will be rejected as non-responsive to the specifications. Literature of all equivalent products shall be submitted with bidder’s proposal. A local demonstration of all proposed equipment shall be performed promptly if required.

SIGNATURE: _____

COMPANY: _____

PRINT: _____

DATE: _____

DELETIONS

Prices quotes must remain fixed for 12 months of initial contract and continues to remain the same should the Township exercises the option of extending a contract.

PREVAILING WAGE AFFIDAVIT

I hereby certify as follows:

1. I am the duly authorized agent of _____ to make this certification on behalf of _____, the contractor.
2. I am compliant with N.J.S.A.34:11-56.25 et Seq. (Prevailing Wage Rates).
3. I have reviewed the prevailing wage rate determination within the bid package.
4. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted the construction. Contractors and the subcontractors who fail to provide these records are subject to penalties of up to a maximum of \$250.00 for the first violation and up to \$500.00 for subsequent violations.
5. I have read this statement and I know the contents and know the same to be true to my own knowledge.
6. I, therefore, certify that the bid submitted herewith to be in compliance to the Prevailing Wage Rate.

Signature of Contractor

Print Name

Date

NOTICE OF AWARD

Dated _____, 2011

TO: _____
(Bidder)

ADDRESS: _____

PROJECT: **ELECTRONIC MESSAGE SIGN**

TOWNSHIP'S CONTRACT NO. 2011-50

You are notified that your bid dated _____ for the above contract has been considered. You are the apparent successful bidder and have been awarded a contract for _____. The contract price of your contract is \$ _____.

Three copies of each of the proposed contract documents (except drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by _____.

1. You must deliver to the TOWNSHIP three fully executed counted counterparts of the agreement including all the contract documents. Each of the contract documents must bear your signature.
2. Other:
 - a. Certificates of Insurance in not less than the required amounts.
 - b. Township's co-insurance certificate in proper form and substance.

Failure to comply with these conditions within the time specified will entitle the TOWNSHIP to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten days after you comply with those conditions, TOWNSHIP will return to you one fully signed counterpart of the agreement and the contract documents attached.

TOWNSHIP OF OLD BRIDGE, NEW JERSEY
(Township)

BY _____
(Authorized Signature)

Joseph Criscuolo
Township Administrator

Receipt of this "Notice of Award" is acknowledged.

Contractor: _____

By: _____ _____ _____
(Printed Name) (Signature) (Date)

(Title)

Copy to Township Clerk
(Use Certified Mail, Return Receipt Requested)

STANDARD FORM OF AGREEMENT
BETWEEN TOWNSHIP AND CONTRACTOR

ELECTRONIC MESSAGE SIGN

THIS AGREEMENT made as of the _____ day of _____ in the year 2011
by and between:

THE TOWNSHIP OF OLD BRIDGE, MIDDLESEX COUNTY, NEW JERSEY
ONE OLD BRIDGE PLAZA, OLD BRIDGE, NEW JERSEY 08857
(Hereinafter called TOWNSHIP)

(Hereinafter called CONTRACTOR)

WITNESSETH THAT TOWNSHIP AND CONTRACTOR in consideration of the
mutual covenants hereafter set forth, agree as follows:

1. **WORK:**

Responsible for ELECTRONIC MESSAGE SIGN as per specifications

2. **CONTRACT PRICE:**

TOWNSHIP shall pay CONTRACTOR for performance of the work in accordance with
Contract Documents in current funds as follows:

SEE PROPOSAL BID FORMS

3. CONTRACT DOCUMENTS:

The contract documents, which comprise the contract between TOWNSHIP and CONTRACTOR, are attached hereto and made a part thereof and consist of the following:

- 3.1 This Agreement;
- 3.2 Exhibits to this Agreement (if any);
- 3.3 Notice of Award;
- 3.4 Instructions to Bidders;
- 3.5 General Conditions;
- 3.6 Supplementary Conditions (if any);
- 3.7 Specifications;
- 3.8 Addenda numbers _____ to _____, inclusive, and;

3.9 Any modifications, including change orders, duly delivered after execution of this Agreement.

4. MISCELLANEOUS

4.1 Term used in this agreement are defined in Section 1, and shall have the meanings indicated.

4.2 Neither TOWNSHIP nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of TOWNSHIP.

4.3 TOWNSHIP and CONTRACTOR each binds him/herself, his/her partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

4.4 The contract documents constitute the entire agreement between the TOWNSHIP and CONTRACTOR and may only be altered, amended or repealed by a written instrument duly executed by both parties.

5 OTHER PROVISIONS

5.1 Agreement to Do All Work and to Accept Conditions. The CONTRACTOR agrees to furnish all labor to fully and faithfully construct, perform, and execute all work in accordance with the specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him/her in the itemized proposal.

5.2 Modification of Contract. The CONTRACTOR, in entering into this contract, understands that the TOWNSHIP reserves the right to modify, to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his/her opinion he shall deem it necessary or available to do so. The CONTRACTOR shall and will accept such modifications when ordered in writing by the TOWNSHIP, and the same shall not violate or void this contract. Any such modifications so made, shall not, however, subject the CONTRACTOR to increase expense without equitable compensation, which shall be determined by the TOWNSHIP Administrator, subject to the approval of the TOWNSHIP. If such modifications (if there be any) result in decrease in the cost of work involved, an equitable deduction from the contract price shall be made, as determined by the TOWNSHIP Administrator. The TOWNSHIP Administrator's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the specifications be made unless the nature and extent thereof has first been certified by the TOWNSHIP Administrator in writing and sent to the CONTRACTOR.

5.3 Increase or Decrease of Quantities Elimination of Items. In entering into this contract, the CONTRACTOR agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the TOWNSHIP may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities, and the TOWNSHIP reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the TOWNSHIP.

The CONTRACTOR shall and will at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

5.4 Equal Employment Opportunity/Affirmative Action.

5.5 State Grand Funds. When a CONTRACTOR is partially funded by a State Grant:

CONTRACTOR agrees to furnish labor and equipment in strict compliance with the contract documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling test results determined in accordance with the contract documents, which disclose defective or substandard WORK.

IN WITNESS WHEREOF, TOWNSHIP and CONTRACTOR have signed this agreement in triplicate. One counterpart each has been delivered to TOWNSHIP and CONTRACTOR. All portions of the contract documents have been signed or identified by TOWNSHIP and CONTRACTOR on their behalf.

The agreement will be effective on _____, 2011.

OWNER: TOWNSHIP OF OLD BRIDGE

CONTRACTOR: _____

BY: **PATRICK M. GILLESPIE**
(Name)

MAYOR
(Title)

(Signature)

(Title)

(Signature)

ATTEST _____
Rose-Marie Saracino
Municipal Clerk
(Corporate Secretary)

ATTEST _____

ATTEST _____

ATTEST _____

Address for giving notices:

Township of Old Bridge
Attn: Rose-Marie Saracino
One Old Bridge Plaza
Old Bridge, New Jersey 08857

Address for giving notices:

License No. _____

Agent for service of process: _____
(If CONTRACTOR is a corporation, attach evidence of authority to sign)

TOWNSHIP'S SEAL

CONTRACTOR'S SEAL

NOTICE TO PROCEED

Dated _____, 20____

TO: _____
(Contractor)

ADDRESS: _____

TOWNSHIP CONTRACT NO. 2011-50

CONTRACT FOR: ELECTRONIC MESSAGE SIGN

(Indicate name of contract as it appears in the Bidding Documents)

You are notified that the contract time under the above contract will commence to run on _____, 2011. By that date you are to start performing your obligations under the contract documents. In accordance with Article 3 of the Agreement, the dates of substantial completion and final completion are _____, 20__ and _____, 20__, respectively.

Before you may start any work at the site, Paragraph 2.7 of the General Conditions provides that you must deliver to the TOWNSHIP Certificates of Insurance, which each is required to purchase and maintain in accordance with the contract documents.

Also, before you may start any work at the site, you must
(add other requirements)

TOWNSHIP OF OLD BRIDGE
(Township)

By: _____
(Authorized Signature)

Patrick M. Gillespie, Mayor

(Surety)