**INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS**

In order to clarify and inform the contractor of certain conditions that exist, the following items are listed for his information, including those as per advertisement:

**IDENTIFICATION OF PRINCIPAL PARTIES**

OWNER: Township of Oldmans

 40 Freed Road

 Pedricktown, NJ 08067

Municipal Clerk of Oldmans Township:

 Melinda Taylor

 40 Freed Road

 Pedricktown, NJ 08067

 856-299-0780

**SITE INSPECTIONS**

It is expected that the contractor and any sub-contractor will visit the proposed site of the installation area to inspect the conditions as existing. The contractor will accept the conditions of the site as he finds them and make all provisions for his work unless otherwise stated, without assistance from the Owner.

**I. SUBMISSION OF BIDS**

A. Sealed bids shall be receive by the Township of Oldmans, hereinafter referred to as “owner”, 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 shall be received by the Municipal Clerk at the date (December 3, 2020), time (11:00 am) and place (Oldmans Township, 40 Freed Road, Pedricktown, New Jersey 08067) as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. The bid must be submitted on the “Forms of Proposal” included with the specifications. All blank spaces for bid prices must be filled in, if applicable, written in ink or preferably machine-printed. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (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 (Oldmans Township Solar PV Project) written on the sealed envelope. The bidder shall include one original and one copy of its proposal in its bid submission.

D. It is the bidder’s responsibility to present bids to the owner prior to or at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section C, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of ninety (90) calendar days.

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

G. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omission, unexplained reassures or alterations, items not called for in the bid proposal form, attachment of addition information not required by the specification, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

H. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

* Bids by partnerships 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.

I. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

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

J. Pay-to-Play disclosure – Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Addition information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

K. Official Request for Bid packages are available from the owner’s website at [www.oldmanstownship.com](http://www.oldmanstownship.com) at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied documents. Respondents are urged to register their contact information with the owner so any addenda to these specifications can be sent to them.

**II. BID SECURITY (BID BOND) 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 or cashier’s check in an amount of 10% of the total price bid, but not in excess of $20,000.00, whichever is greater, payable unconditionally to the owner. In substitution for a certified check, a bid bond will be acceptable. 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.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid.

**( X )** 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 contact 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.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

**(X)** C. PERFORMANCE BOND

The successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. 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. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the 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.

(X) D. LABOR AND MATERIAL (PAYMENT) BOND

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

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

**III. INTERPRETATIONS 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 requirement. Ambiguities, errors or omissions noted by Bidders shall 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 contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have 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 owner 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 owner’s representative stipulated in the specifications. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the bid for goods and services.

D. 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 by completing the Acknowledgement of Receipt of Addenda form. The owner’s interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A: 11-23 c (1) when issuing addenda, the owner 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. They will be sent from pilesgroveclerk@comcast.net. It is recommended that bidders include this address in the recipient email’s contact list to ensure it is not routed to a junk email folder.

E. Discrepancies in Bids

 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

F. Optional Pre-Bid Conference

 A Pre-Bid Conference will not be held.

**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. When a specification uses “brand name or equivalent”, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claims. Failure to submit such documentation shall be grounds for reject of the claim of equivalence.

C. 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 owner harmless from any damages resulting from such infringement.

D. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

**V. INSURANCE**

The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

The contractor shall at all times during the contract period maintain in full force and effect Employer’s Liability, Workmen’s Compensation, General Liability and Property Damage insurance, including contractual liability. All insurance shall be by insurers and for policy limits acceptable to the Township before commencement of work hereunder.

The Contractor agrees to furnish the Township certificates of insurance or other evidence satisfactory to the Township to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

 “This is to certify that the policies of insurance described herein have been issued to the Insured for who this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

A. For the purpose of the contract, the contractor shall carry the following types of insurance in a least the limits specified below:

 COVERAGES LIMITS OF LIABILITY

Workmen’s Compensation Statutory - Pursuant to N.J.S.A. 34:15-12 (a) and N.J.A.C. 12:235-1.6

Employer’s Liability $ 500,000

Bodily Injury Liability (Except Automobile) $ 500,000 each occurrence

 $1,000,000 aggregate

Property Damage Liability (Except Automobile) $ 500,000 each occurrence

 $1,000,000 aggregate

Automobile Bodily Injury Liability $ 500,000 each person

 $1,000,000 each occurrence

Automobile Property Damage Liability $ 500,000 each occurrence

Excess Umbrella Liability $1,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverage may be provided by the contractor’s parent corporation.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

The contractor shall indemnify and hold harmless the owner, its officers, agents, servants and employees from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

 a) negligent acts or omissions on the part of the contractor, the contractor’s agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and

 b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

**VI. PRICING INFORMATION FOR PREPARATION OF BIDS**

A. The owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay for N.J. State Sales and Use Tax that are included in any invoices.

B. Estimated Quantities (Open-End Contracts): the owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant the N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor 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 owner. 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.

E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

**VII. DURATION OF BIDS**

Bids shall be good for ninety (90) days beyond bid due date. (Contractor will hold proposal bid value without increase for 90 days).

**VII. STATUTORY AND OTHER REQUREMENTS**

The following are mandatory requirements of this bid and contract:

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

 1. Goods, Professional Services and General Service Contracts

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

 i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.

 ii. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division.

 iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for $150.00 made payable to “Treasurer, State of NJ” and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

B. NEW JERSEY ANTI-DISCRIMINATION

 The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment B of this document.

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as Attachment C. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership 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 business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organization, including but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

E. PROOF OF BUSINESS REGISTRATION

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

 (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

 (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

 (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NKJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenut/busregcert.shtml).

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

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

F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is require to notify the New Jersey Attorney General if it determines a false certification has been submitted.

G. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, where available, shall be used pursuant to N.J.S.A. 40A:11-18.

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

(X) H. DOCUMENT CHECKLIST

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

(X) I. NON-COLLUSION AFFIDAVIT

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

( ) J. 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. 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. “Container” means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all application Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished. All containers which are stored at an owner’s facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in development property labels at [www.nj.gov/health/workplacehealthandsafety/right-to-know/](http://www.nj.gov/health/workplacehealthandsafety/right-to-know/)

(X) K. 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. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid,

the owner may terminate the contractor’s or subcontractor’s right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

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.

 It is the contractor’s responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at <http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_contraction.html>

(X) L. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor’s bid proposal shall possess a certificate at the time the proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor’s certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor’s responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a “contractor” is “ a person, partnership, association, joint stock company, trust, corporation or other legal business entity or success or thereof who enters into a contract’ which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.] It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lsse/lspubcon.html](http://www.state.nj.us/labor/lsse/lspubcon.html)

N.J.S.A. 34:11-56.55 specifically prohibits accepting application for registration as a substitute for a certificate of registration.

(X) EQUIPMENT CERTIFICATION

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid (N.J.S.A. 40A:11-20).

**VIII. METHOD OF CONTRACT AWARD**

A. The length of the contract shall be stated in the technical specifications. Pursuant to requirement 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 owner may also elect to award the contract on the basis of unit prices.

E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner; material exceptions shall not be approved.

F. Successful bidder/respondent shall complete W-9 form and submit to the owner prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

**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 owner 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 owner 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 owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner 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 owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

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

D. In case of default by the contractor, the owner 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 fiscal year is contingent on availability of funds in the following year’s budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concerns by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligation 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 Owner.

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 owner.

H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller.

J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

**XI. PAYMENT**

A. No payment will be made unless duly authorized by the owner’s authorized representative and accompanied by proper documentation detailed in Section XIII of this document.

B. Payment will be made in accordance with the owner’s policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.

C. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

 1. Deliverables not complying with the project specification;

 2. Claims filed or responsible evidence indicating probability of filing claims;

 3. A reasonable doubt that the contract can be completed for the balance then unpaid.

 When the above grounds are removed, payment shall be made for amounts withheld because of them.

D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit of any other document that represents a legal commitment on the part of the owner to pay additional fees.

**XII. OTHER PROVISIONS**

A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as may be amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:

 1. Not use or disclose protected health information other than as permitted or required by law

 2. Use appropriate safeguards to protect the confidentiality of the information

 3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee’s personal information with which it has been entrusted when disclosure thereof would violate the employee’s reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential.

The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

**XIII. GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED**

The services to be performed under the contract include the design and installation of a 70.850 kW DC net metered solar system at the Pilesgrove Township Municipal Complex, specifically on the roof of the Municipal storage metal building, 1180 Route 40, Pilesgrove, New Jersey, per the technical specifications included herewith.

**PROCUREMENT AND SERVICES CONTRACTS**

Please complete this questionnaire in the event that you or your firm is awarded this contract.

If the contract is awarded to you, the necessary forms based on the information in your questionnaire will be sent to you. The forms must be completed and returned within seven (7) working days of notification of award to you.

1. Our Company has an Approved Federal Affirmative Action Plan

 \_\_\_\_\_\_\_\_\_\_ Yes \_\_\_\_\_\_\_\_\_\_ No

1. If yes, submit a copy of said approval.
2. If no, submit a copy of the State of New Jersey certificate approval.
3. I do not have A or B noted above. Please send:

Form AA-302 Affirmative Action Employee Information Report – Exhibit A

Form AA-201 Initial Project Manning Report Construction – Exhibit B

I certify that the above information is correct to the best of my knowledge:

NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Contractor: Please complete and sign this form and return to:

TOWNSHIP OF OLDMANS

Melinda Taylor, Municipal Clerk

40 Freed Road

Pedricktown, NJ 08067