

TOWNSHIP OF MONTGOMERY



Somerset County

New Jersey

MECHANICAL REPAIR SERVICES CONTRACT

**BID PACKAGE
#B06-2023**

Bid Opening Date – September 13, 2023

Time – 10:00 AM

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TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Purchasing Agent of the Township of Montgomery on September 13, 2023 at 10:00 am local prevailing time in the Meeting Room at the Municipal Building, 100 Community Drive, Skillman NJ 08558, at which time and place bids will be opened and read in public for:

MECHANICAL REPAIR SERVICES

PROJECT DESCRIPTION

The Township is accepting bids for Mechanical Repair Services for the Township Sewer Facilities as identified.

Specifications and other bid information may be reviewed and obtained at the Purchasing Department during regular business hours 8:00 am to 4:30 pm. Any notices of addendums or cancellation and postponements may be found at www.Montgomerynj.gov under current bidding opportunities. Questions shall be submitted in writing to clalicato@montgomerynj.gov

Bid documents are available electronically in PDF format only. Please contact the **Purchasing Department** during regular business hours 8:00 am to 4:30 pm by email. The prospective bidder shall provide an email address which permits delivery certification and the requester **shall confirm receipt of the bid documents in writing**. Submit electronic bid document requests and written questions to: sweidenfeller@montgomerynj.gov

Please be advised that all potential bidders shall contact the Montgomery Township Purchasing Department to provide the necessary bidder contact information. This contact information is necessary to ensure that any prospective bidder will be notified of any addenda, amendments, cancellations, postponements, and/or clarifications to the Contract Documents in accordance with N.J.S.A 40A:11-23c. The Township of Montgomery will not be responsible for any prospective bidder not receiving the correct or updated information if they do not provide their contact information. The Township will not be responsible for any claims, damages, loss, expense, damage, or otherwise arise from obtaining information or documents from entities other than Montgomery Township.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

The successful bidder shall be required to provide certification that they are not engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c.3.

Bids must be received in a **sealed envelope that is labelled as follows:**

Return Address: Bidder Name
Bidder Address
Delivery Address: Purchasing Agent: Michael W. Pitts Jr.
100 Community Drive, Skillman, NJ 08558
Bid # B06-2023
Bid Title: Mechanical Services Contract

Any proposal received not complying with these requirements SHALL not be opened and returned to sender marked "Unresponsive".

Proposals shall be submitted in sealed envelopes that include the following:

- One (1) copy on the proposal forms contained in the bid package
- One (1) copy scanned as a PDF file, submitted with bid package on a CD or USB media device.

Michael Pitts, Purchasing Agent
Township of Montgomery

TOWNSHIP OF MONTGOMERY
TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

PROCUREMENT & SERVICE CONTRACTS

INSTRUCTIONS TO BIDDERS

(To be signed by Bidder)

1. **PROPOSAL**

- A. Bid forms are provided herewith.
- B. The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign same in ink. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Bids containing any exceptions, conditions, omissions, unexplained erasures or alterations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejection by the Township. These Instructions to Bidders should be duly signed by the bidder where indicated.
- C. The bid shall be submitted with the following or the bid will be rejected:
 - (1) Affirmative Action Statement pursuant to N.J.S.A. 10:5-31 and N.J.A.C. 17:27
 - (2) Required Document Checklist
 - (3) Bid Proposal Form, with acknowledgment of addenda
 - (4) Non-Collusion Affidavit
 - (5) Ownership disclosure statement executed in the form included herein, pursuant to N.J.S.A. 52:25-24.2 (Chapter 33 of the Public Laws of 1977) (includes all forms of ownership)
 - (6) A certification on the form included herein, regarding investment activities in Iran and pursuant to P.L. 2012, c.25

Failure to provide the following item(s) **MAY** result in your bid being disqualified or a request for clarification issued. Submission of these item(s) is **REQUESTED** with this bid package.

- (7) Business Registration Certificate pursuant to Chapter 57 of the Public Laws of 2004
- (8) Taxpayer Identification (W-9)
- (9) Public Works Contractor Certificate

Documents will be referred to the Township Attorney and appropriate staff for review and approval as to conformity with these instructions and with New Jersey law.

- D. Conditional bids shall not be accepted. Bids which are obviously unbalanced may be rejected.
- E. The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State. In the case of a corporation, the name and address of the corporation's registered agent shall be included at the end of these Instructions.
- F. Prices must be submitted in words and in figures. In the case of a variance, the price in words shall prevail. Furthermore, should there be an error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern. The Township reserves the right to make all corrections based upon the foregoing, and comparison of all bids will be based thereon.

G. Bid Receipt and Opening:

Time: 10:00 a.m.

Date: September 13, 2023

Place: Meeting Room - Montgomery Township Municipal Building
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

- (1) Bids must be submitted at the date and hour for the opening of bids. The Township assumes no responsibility for loss or non-delivery of any bids sent or delivered to it prior to the bid opening.
- (2) Bids must be enclosed in a sealed opaque envelope with the name of the bidder and the name of the project marked on the outside as follows:

To: Michael Pitts, Purchasing Agent
Township of Montgomery
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

Proposal for: Mechanical Repair Services Contract

Submitted by: _____

(Name of Bidder)

(3) At the time fixed, bids will be opened and read publicly.

H. Bid Withdrawal

- (1) Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening.
- (2) Except to the extent authorized by law, no right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for 60 days thereafter.

I. ***NOT APPLICABLE TO THIS CONTRACT*** - The proposal guarantees of all bidders, except the three (3) apparent lowest responsible bidders, will be returned within ten (10) days after the opening of bids, Sundays and holidays excepted. The proposal guarantee of the remaining unsuccessful bidders will be returned within three (3) days, Sundays and holidays excepted, after award and signing of a contract and approval of the Contractor's performance bond (if required).

J. ***NOT APPLICABLE TO THIS CONTRACT*** - The proposal guarantee of the successful bidder shall be forfeited as damages if said bidder fails to execute the contract and furnish any required bonds in the form specified herein within ten (10) days after notification of the award of the contract to said bidder. In addition, the Township may elect to recover from the successful bidder damages caused to the Township by such failure.

K. ***NOT APPLICABLE TO THIS CONTRACT*** - Any bidder submitting a bid shall also submit an original certificate from a surety company (consent of surety) from a New Jersey licensed surety, listed in U.S. Department of Treasury Circular 570, stating that it will provide the bidder with a performance bond in the full amount of the bid, which amount shall be specified in said certificate. The performance bond which is the subject of the certificate shall be for the faithful performance of all provisions of the specifications or for all matters which may be contained in the notice to bidders and instructions to bidders, relating to the performance of the contract or agreement, and, if required in the specifications, a maintenance guarantee, or in such other form as may be provided in the specifications. The consent of surety shall be in the required form. Bonds shall be accompanied by a Surety Disclosure Statement and Certification, as required by law.

L. All bidders shall be required to comply with N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27-1.1 et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the "Affirmative Action/Employment Goal Compliance Attachment" appended to these Instructions, with the requirements of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq. and with all applicable federal and state occupational safety and health legislation and regulations.

- M. The Township reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and a bidder shall furnish to the Township all such information and data for this purpose as the Township may request. The Township reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy the Township that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

2. AWARD OF CONTRACT

- A. The Township intends to award the contract to the lowest responsible bidder whose bid complies with the specifications, provided that in the judgment of the Township, it is reasonable, within available funds and in the interest of the Township. Nonetheless, the Township reserves the right to reject any and all bids and to waive any immaterial defect or informality in any bid, where it is deemed to be in the interest of the Township to do so, to the extent permitted or required by law. The award will be made or bids will be rejected within sixty (60) days after the opening of bids, as provided by law.
- B. The Township reserves the right to award the contract for the base bid only or the base bid and alternates (if any alternates are stated in the specifications and bid proposal form) in priority ranked order, as set forth in the bid proposal form and/or specifications.
- C. The successful bidder shall be notified by a Notice of Award sent by the Township. Within ten days after receipt of said Notice, the successful bidder shall execute and deliver to the Township the Contract, Bonds (if required), evidence of insurance and any other documents required in these Instructions or the specifications, unless a shorter period of time is required in the Contract Documents for compliance. Failure to do so shall result in forfeiture of the security previously deposited with the bid. In addition, the Township may elect to recover from the successful bidder damages caused to it by such failure.

3. QUANTITIES

Unless otherwise indicated, the quantities listed in the specifications or on the bid proposal form are approximate only and are for the purpose of canvassing for bids. The Township does not guarantee to purchase any definite quantities; however, it intends to purchase all of the Township's requirements for the specified items during the term of the contract. The quantities purchased by the Township are limited to the amount of monies budgeted and appropriated for the same under New Jersey Statutes. Payment to the contractor will be made only for the actual quantities of items furnished in accordance with the contract and it is understood that the estimate of quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.

4. MANUFACTURE, BRAND NAMES

- A. Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract, pursuant to N.J.S.A. 40A:11-18.

- B. The name of any manufacturer, trade name, or manufacturer or vendor model number or catalogue number mentioned in the specifications is for the purpose of designating a standard of quality and type and for no other. Even though a particular manufacturer's name or brand is mentioned, bids will be considered on other brands or on the product of other manufacturers which may be comparable and equivalent in quality, and suitable to the Township's needs. When the responding bid may differ from the requirements set forth in the specifications, the bidder shall indicate clearly the product on which he is bidding; shall describe each variation in detail, referring to the paragraph and specifications to which the variation will apply; and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer mentioned in the specifications. Catalogue cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.

5. INSPECTION

All materials, equipment, supplies and/or services delivered to or performed for the Township shall be subject to final inspection and/or testing by the Township or by other testing laboratories as the Township may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the Township may reject all or any part of the materials, supplies or services to be provided under this contract.

6. ABANDONMENT, DELAY AND LATE DELIVERY

- A. If the work to be done under this contract shall be abandoned by the contractor or if at any time the Township Administrator shall certify in writing to the Township Committee that the performance of the contract is unnecessarily or unreasonably delayed, or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or is performing unsatisfactorily, or not in accordance with the terms hereof, the Township may annul the contract or any part thereof by a written notice served upon the contractor, and the Township may thereupon have the power to contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the contractor.
- B. The cost and expense so charged shall be deducted from and paid by the Township out of such monies as may be due or become due to the contractor under and by virtue of the contract. In case such expense shall exceed the amount which would have been completed by the contractor, he or his surety shall pay the amount of such excess to the Township.
- C. In the event of late delivery or other failure of the bidder to conform to the requirements of the specifications, liquidated damages may be assessed as set forth in the specifications and the Contract Documents.

7. PREVAILING WAGE RATES & PUBLIC WORKS CONTRACTOR REGISTRATION

The provisions of N.J.S.A. 34:11-56.25 et seq., Wages on Public Works, as determined by the New Jersey Department of Labor and Industry, are applicable to this contract.

The Contractor's attention is directed to the applicable provisions of the statute cited above. All provisions of said statute and amendments thereto shall be considered part of these Instructions to Bidders and made a part thereof. The bidder does, by submitting its proposal, declare and represent to the Township that he is aware of and will comply with all provisions of said statute with relation to prevailing rates of wages for workers to be employed on this project.

The Contractor is specifically directed to the following requirements as set forth by the statute:

- A. All workers engaged by the Contractor or any subcontractor in the performance of services directly under this public work contract shall be paid not less than the prevailing rate of wages as specified.
- B. Each Contractor shall keep an accurate record showing the name, craft or trade, and actual hourly rate of wages paid to each workman employed by said Contractor in connection with said public work. Records shall be preserved for two (2) years from date of payment.
- C. The Contractor shall post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, and at such place or places as are used by them to pay workers their wages.
- D. In the event that it is found that any workers employed by the Contractor or any subcontractor are paid less than the required wages rates, the Township may terminate the Contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The Contractor and its sureties shall be liable to the Township for any excess costs occasioned thereby.
- E. Pursuant to N.J.A.C. 12:60-2.1 and 12:60-6.1, the Contractor shall submit to the Township a duly executed "Payroll Certification for Public Works Projects" within ten (10) days after each payroll period. No payments shall be released to the Contractor if any Certification is due but has not been submitted. The Contractor shall be solely responsible for obtaining Certifications from subcontractors.
- F. Prior to the final payment of any retained percentage funds by the Township, the Contractor and any subcontractors shall file written statements with the Township certifying to the amounts then due and owing from them to any and all workers or wages due on account of said work. The statements shall set forth the names of the persons whose wages are unpaid and the amount due to each. Statements shall be verified by the oath of the Contractor or subcontractor, as the case may be.

Pursuant to N.J.S.A. 34:11-56.48 et seq., all bidders and their listed subcontractors must be registered with the Department of Labor prior to bidding on public works projects that exceed the prevailing wage threshold. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract unless the contractor or subcontractor is registered pursuant to N.J.S.A. 34:11-56.48 et seq. **Bidders must submit proof with their bids that they, and their listed subcontractors (if any), are registered.**

8. INDEMNITY AND HOLD HARMLESS

By submitting a bid, a bidder agrees that, if he is the successful bidder, he will indemnify, defend and hold the Township of Montgomery harmless from and against all liability and expenses, as more specifically set forth in Paragraph 4 the Agreement.

9. INSURANCE

The successful bidder will be required to maintain, during the life of the Contract, commercial liability insurance, which shall name the Township of Montgomery, and each of its employees, officers, agents, servants, and consultants, as additional insured on all policies except for Workers' Compensation coverage, and shall be clearly shown as such in the Certificate(s) of Insurance required below. All required insurance policies shall be primary as to any other insurance in effect as to the Township. In accordance with the following limits and minimum requirements, the successful bidder shall purchase and maintain insurance with companies that are, in the judgment of the Township, financially capable of providing the requisite insurance:

- A. Workmen's Compensation and Employer's Liability Insurance covering all of the Contractor's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State and shall have an Employers' Liability Insurance limit of not less than: bodily injury by accident \$1,000,000; bodily injury by disease \$1,000,000 each employee; and bodily injury by disease \$1,000,000 policy limit.
- B. Commercial General Liability Insurance Including Contractor's Liability, Completed Operations, and Contractual Liability Insurance with a minimum combined single limit of \$1,000,000 for bodily injury and/or property damage per accident per occurrence. Coverage for explosion, collapse, and underground (XCU) hazards shall also be included. All liability coverage shall be on an occurrence basis.
- C. Comprehensive Automobile Liability Insurance, covering Contractor for claims arising from all owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000 for bodily injury and/or property damage each accident.
- D. Contractual Liability Insurance must be included in the General Liability Insurance described above specifically insuring the Indemnification Clause specified in the Agreement.

E. Certificates of Insurance; Notice Requirements.

- (i) Certificate(s) of insurance evidencing the coverage required above must be filed with the Township prior to the commencement of the Contract, and shall be updated as necessary to ensure proof of compliance. The insurance certificate is subject to review and approval of the Township Attorney.
- (ii) The Township shall be given at least thirty (30) days' prior written notice of any intention not to renew any of the insurance required herein or of any intention to cancel or materially change such coverage, or any reduction in such insurance coverage. All certificates must provide for thirty (30) days' prior written notice to the Township of policy cancellation or material change. The certificate may provide for ten (10) days' prior written notice to the Township if the reason is non-payment of premium.

F. Subcontractors' Insurance. The successful bidder shall cause its subcontractors providing goods and services under this Contract to obtain and maintain insurance policies to protect the Township, and each of its employees, officers, agents, servants, and consultants, in accordance with the above requirements.

10. BUSINESS REGISTRATION AND SALES AND USE TAX

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires the successful bidder to provide the Township with the business registration of the successful bidder and that of any named subcontractor prior to the time a contract is awarded. In addition:

- A. A subcontractor named in the bid shall provide a copy of its business registration to the bidder who shall provide it to the Township as required above. No contract with a subcontractor shall be entered into by any contractor under any contract with the Township unless the subcontractor first provides the successful bidder with proof of a valid business registration.
- B. The Township will retain the proof of business registration in an alphabetical file.
- C. The successful bidder shall maintain and submit to the Township a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Contract.

For the term of this Contract, the successful bidder and each of its 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," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the successful bidder subcontracts any of its work, said bidder shall include within its subcontracts the requirement that, for the term of this Contract, the subcontractor and each of its 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," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

11. POLITICAL CONTRIBUTIONS – ANNUAL DISCLOSURE RESPONSIBILITIES

The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

12. AMERICANS WITH DISABILITIES ACT OF 1990

The Contractor and the Township do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, 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, practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Township 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 the Agreement or otherwise at law.

13. CONTRACT DOCUMENTS

The Contract Documents, also referred to simply as the "contract," shall consist of the Notice to Bidders, the bid proposal form and all other bid forms, these Instructions to Bidders, the specifications, and such affidavits, documents and/or certifications as may be required in the specifications, along with all addenda issued prior to execution of a contract, and the formal Agreement itself.

In the event that any clarification or modification of the Contract Documents is determined to be necessary by the Township, an addendum to the specifications will be issued in accordance with the requirements of the New Jersey Local Public Contracts Law. Verbal interpretations of the specifications will not be given by the Township; in the event any such interpretations are given, they shall be considered invalid.

14. MISINTERPRETATION OF CONTRACT DOCUMENTS

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the Contract Documents on his part or because of any failure to fully acquaint himself with any condition or provision of the Contract Documents.

15. SUBCONTRACTORS

The successful bidder shall be an independent contractor, and shall be as fully responsible to the Township for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. There shall be no contractual relationship between any subcontractor and the Township.

Bidder: _____

Signature: _____

Name Printed: _____

Title: _____

Date: _____

Corporate Registered Agent (if applicable)

Name: _____

Address: _____

TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

REQUIRED DOCUMENT CHECKLIST
(To accompany Bid Proposal)

In accordance with Paragraph 1C of the Instructions to Bidders, the following mandatory items must be submitted WITH THE BID, along with this checklist, or the bid will be rejected. REFER TO THE INSTRUCTIONS TO BIDDERS FOR DETAILS.

Bidder must initial each line to confirm inclusion of the required document(s).

1. _____ Required Document Checklist
2. _____ Affirmative Action Statement
3. _____ Non-Collusion Affidavit
4. _____ Ownership Disclosure Statement
5. _____ Certification of Investment Activities in Iran / Russia Belaraus
6. _____ Bid Proposal Form, with acknowledgment of addenda

Failure to provide the following item(s), **MAY** result in your bid being disqualified, or a request for clarification issued. Submission of these item(s) is **REQUESTED** with this bid package:

7. _____ Bidder's Business Registration Certificate
8. _____ Taxpayers Identification (W-9)
9. _____ Public Works Contractor Certificate

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, each vendor (also referred to herein as "contractor") shall submit to the Township (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with the Township, one of the following three documents:

(1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or

(2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

(3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Township, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

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

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

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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;

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

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance

investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Township, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Township, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Township of any prior violation of this section of the contract.

TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

NON-COLLUSION AFFIDAVIT
(To accompany Bid Proposal)

STATE OF

ss:

COUNTY OF

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

I am _____ of the firm of _____ (Title), the bidder making the proposal for the above named Contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Montgomery relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said project.

Contractor

(Type or print name of affiant under signature)

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

Notary Public of _____

My Commission expires:

TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

DISCLOSURE OF OWNERSHIP

Contractor's Statement of Experience and Financial Condition Disclosure of Ownership
N.J.S.A. 52:25-24.2

Failure to submit the required information is cause for automatic rejection.

Check One

- I certify that the list below contains the names and addresses of all owners who own an interest of 10% or more in the Applicant.
- I certify that no one owner owns an interest of 10% or more in the Applicant.

LEGAL NAME OF APPLICANT: _____

Check which business entity applies:

- Limited Partnership Corporation (for-profit) Limited Liability Company
- Limited Liability Partnership Corporation(non-profit) Sole Proprietorship
- Partnership Other _____

Complete if the Applicant is a for-profit or non-profit corporation:

Date Incorporated: _____ Where Incorporated: _____

Tax ID Number: _____ Date Business Formed: _____

Has there been any change in control of the company within the past two years? (If yes, explain on separate signed page.) Yes No

Is the company or its owners connected with other companies as a subsidiary, parent, holding or affiliate Yes No

If yes, please list the names of said companies and the relationship with the Applicant:

Business Address:

Street Address City State Zip

Telephone # Fax# Email

Business Registration Certificate Yes No
 Affirmative Action Certificate (AA302) Yes No
 Minority or Women Owned Business Yes No
 Insurance Certificate showing **current** Liability Limits and Workers Comp Yes No

Has the firm and/or its executive officers and/or owners ever been licensed in New Jersey under a different name or different license number? Yes No

If yes, list all name(s) and license number(s), attach additional sheets if necessary:

Listed below are the names and addresses of all owners who own an interest of 10% or more in the Applicant. Disclosure shall be continued until the names and addresses of every owner exceeding the 10% ownership criteria established in N.J.S.A. 52:25-24.2 has been listed. (Not to be completed by non-profit corporations.)

Name	Address	Shared (%) Owned

CONTINUED ON ADDITIONAL SHEET (IF NECESSARY): YES NO

Corporate Officers, Partners, Proprietor, Owners, Supervisors: not listed above who have decision making capability, not necessarily those who own more than 10% who will be in charge of project being bid.

Name	Position	Years w/Firm	% of Ownership

I/We hereby allow Township of Montgomery to contact the government agencies enclosed to discuss my work performed under another agencies contract.

Signed: _____

Name/Title: _____

Date: _____

Company / Bidder's Name

Authorized Signature

Date

Name (print)

Title

Township Use Only:

Verified by: _____ on _____

License Clear: Yes No

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

PROCUREMENT/SERVICE AGREEMENT FOR:

Mechanical Repair Services Contract

This Agreement is made this _____ day of _____, 2023 by and between

THE TOWNSHIP OF MONTGOMERY, a municipal corporation
of the State of New Jersey with offices at 100 COMMUNITY
DRIVE, SKILLMAN, NEW JERSEY 08558 ("Township"),

and

("Contractor").

In connection with the Contractor's bid proposal dated _____, 2023 and the Township's
notice of award of same dated _____, 2023, Township and Contractor hereby agree
as follows:

1. Scope of Work.

The Contractor hereby agrees to furnish the goods and/or services specified in the Contract Documents in accordance with the terms of Contractor's bid proposal, a copy of which is attached hereto and made a part hereof.

2. Time of Completion.

- A. The work to be performed under this Contract shall be commenced and completed as set forth in the Notice to Bidders, the Notice of Award, the specifications or similar authorization provided by the Township.
- B. Failure to complete the work within the time periods set forth in the specifications and Contract Documents generally, shall entitle the Township to liquidated damages in the amount of **\$100 per day** for each and every day that services are not rendered in the required time frame.
- C. It is also agreed that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Township arising out of or by reason of performance or non-performance of the Contractor's obligations under this Contract.

3. Contract Sum.

Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to the Township's requirements, is not to exceed _____ Dollars (\$ _____).

4. Indemnification.

The Contractor shall hold harmless, indemnify and defend the Township, and each of its officers, employees, agents, servants and consultants from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses (including but not limited to attorney's fees) directly or indirectly arising out of, relating to, or in connection with the performance or nonperformance of the work required by the Contract Documents, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor or its officers, agents, servants or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent. The Contractor shall furnish evidence to the Township that with respect to performing the work in the Contract Documents, it carries said Contractual Liability Insurance in the amounts specified in the Instructions to Bidders. The Contractor's indemnification obligations shall not be limited by the amounts of insurance required to be carried by the Contractor under this Contract.

5. Payment to Contractor.

In consideration of the Contractor's agreements set forth herein, the Township hereby agrees to pay the Contractor for the work, when completed in accordance with the specifications at the unit prices or lump sum prices bid for the respective items, the said payments to be made in accordance with the provisions contained in specifications. The voucher will be certified correct by the department head who received the goods or services.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work.

6. Contract Documents.

The Contract Documents as defined in the Instructions to Bidders are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations.

The Contractor specifically agrees to comply with the affirmative action requirements set forth in the Instructions to Bidders, which requirements are incorporated herein and made a part hereof by reference.

8. Contract Period

The anticipated contract period is two (2) years and may be extended annually for two additional years if mutually acceptable to the vendor and the Township.

9. Assignment.

This Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the Township.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

TOWNSHIP OF MONTGOMERY

By: _____

ATTEST OR WITNESS:

CONTRACTOR

By: _____

GENERAL TERMS AND CONDITIONS
SPECIFICATIONS

MECHANICAL REPAIR SERVICES
for
MONTGOMERY TOWNSHIP WASTEWATER TREATMENT FACILITIES

INTENT

It is the intent of the Township of Montgomery to enter into a two (2) year contract with a single Contractor to provide mechanical repair services for the various Township wastewater treatment facilities. Said facilities shall include all pumping stations, treatment facilities and any and all other facilities as required by the Township's Department of Public Works. As a part of this contract, the Contractor shall furnish all skilled labor, tools, equipment, transportation, materials and any and all necessary incidentals required to perform the mechanical repair services as a part of this contract.

QUALIFICATIONS

The Contractor shall have the experience and be able to demonstrate a proficiency in the field of mechanical and control repairs.

The Contractor shall provide only skilled, qualified individuals for the services herein described. These individuals must be able to maintain, repair and overhaul blowers, air compressors, various pumps, motor operated and gate valves, heaters, fans, comminutors, mixers, and any other equipment necessary for the successful operation of a wastewater treatment plant and its ancillary facilities.

The Contractor's employees shall:

1. Have attended mechanical manufacturer's technical seminars on a regular basis. All seminars shall be current (within the past three [3] years).
2. Have been trained in the Occupational Safety Health and Safety (OSHA) requirements for Confined Space requirements.
3. Have Hazmat training.

The Contractor shall be required to furnish proof thereof.

The Contractor and its employees shall have a working knowledge of and be qualified to service the following brands:

ABB	Flygt	Lakeside
ABS	G.E.	Lightning
Advance	Gardner Denver	Roots
Aerzen	Gorman-Rupp	Smith-Loveless
Davco	Hoffman	Square D
Electrical Machinery	Huber	US Filter/Evoqua
Fairbanks Morse	JWC	Westinghouse
		Worthington

CONTRACTOR'S PLANT AND EQUIPMENT

The Contractor shall maintain a fully equipped machine shop that shall contain but not be limited to:

- Turret lathe
- Engine lathe
- Drill press
- Milling Machine
- Boring machine
- Shaper
- Slotter
- Planer
- Grinder
- Spray welding machine
- Precision Instruments
- Fabricating equipment including electrical welder, portable welder, burning equipment, jigs and any and all equipment necessary for fabrication
- Equipment for pouring and finishing Babbitt bearings
- Emergency bypass pumping equipment up to 2500-3000 GPM capacity
- Truck mounted boom or crane

All machines and equipment shall be of a size capable of handling the largest parts of any piece of equipment.

The Contractor shall also have available a complete assortment of portable power driven tools.

INSPECTION OF FACILITIES

The Township reserves the right to inspect the Contractor's facilities to ascertain its ability to perform the services described hereunder.

RENTAL OF SPECIALTY EQUIPMENT

On occasion the Contractor may find it necessary to rent a specialized piece of equipment to perform the services described hereunder. The Contractor shall not rent any power equipment without prior written permission from the Township.

DEBRIS REMOVAL AND WORK SITE MAINTENANCE

The worksite shall be maintained in such a manner that the station operation will continue to proceed safely and without unnecessary interruption. At the completion of the project, all debris shall be removed; the site regraded, resodded or repaved as is appropriate.

The Contractor shall be responsible for any damage to existing structures, piping, wiring or any and all related or incidental items, objects or structures that the Contractor shall come in contact with during the performance of his service. Said items, objects or structures shall be repaired to the satisfaction of the Township.

ACCEPTANCE

The Township reserves the right to examine all work performed under this contract. The Contractor will correct any and all defects and unsatisfactory work found by the Township. The Contractor shall correct said defects and unsatisfactory work at its own expense.

GUARANTEE

Any new material or equipment installed under this contract shall be guaranteed for a period of one (1) year from the date of acceptance that shall include the manufacturer’s warranty. The Contractor shall instruct Township employees in the use of said equipment. The Contractor shall supply three (3) sets of the necessary operating manuals and/or drawings for said materials or equipment.

Any equipment that is repaired under this contract shall be guaranteed for a period of six (6) months from the date of acceptance.

The Contractor shall deliver all mechanical equipment parts to the Township within 90 days following the creation of the purchase order date.

REFERENCES

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

EMERGENCY SERVICE

The contractor shall respond to any and all emergency calls within FOUR (4) HOURS of notice. The Contractor will be compensated at the highest hourly rate bid under this contract. Failure to respond to emergencies shall result in liquidated damages in the amount of one (1) hour’s rate at the highest hourly rate for each hour that the Contractor fails to respond.

EMERGENCY PHONE

The Contractor shall maintain a twenty-four (24) hour/seven (7) days a week phone line for emergencies.

CONTRACTOR’S CONTACT LIST

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

NAME	TITLE	PHONE NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contact For Emergencies:

_____	_____	_____
_____	_____	_____
_____	_____	_____

EQUIPMENT LIST

The Contractor shall list all equipment that will be used in the performance of this contract:

NOTE:

Failure to provide this list will result in the bid being declared non-responsive and will result in its non-consideration.

BID PROPOSAL FORM

The undersigned has read the specifications contained in this document and hereby agrees to furnish Mechanical Repair Services for Montgomery Township Wastewater Treatment Facilities for:

ON-SITE RATE	Year One	Year Two
Regular (7:00 a.m. to 3:30 p.m.)	_____	_____
Overtime (After 3:30 p.m.)	_____	_____
Weekends and Holidays	_____	_____
SHOP RATE	Year One	Year Two
Regular (7:00 a.m. to 3:30 p.m.)	_____	_____
Overtime (After 3:30 p.m.)	_____	_____
Weekends and Holidays	_____	_____
Discount for parts		_____ %

I am making the proposal for the above named Contract, and that I am executing the said proposal with full authority so to do; that said I have not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Montgomery relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said proposal.

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

The Township shall award the contract based on the lowest unit price per line item. Contract shall be awarded for a total of two (2) years with the option to renew for an additional two (2) years.

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title

Telephone Number

Date

Fax Number

E-mail address

The Township reserves the right to award contract based on the Base Bid or combination of Alternate Bids in order of preference.

ACKNOWLEDGEMENT OF ADDENDA

Receipt of Changes to Bid Documents Form

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned 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.

<u>Addendum Number</u>	<u>How Received (mail, fax, pick-up, etc.)</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company/Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____