

BOROUGH OF HIGH BRIDGE
DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASING

Bid for Valve Maintenance System Trailer

DATE TO BE RECEIVED BY:

June 20, 2023

11:00 a.m.

*Borough Hall Meeting Room
97 West Main Street
High Bridge NJ, 08829*

Query:

Brett Bartman
Deputy Administrator
908-638-6455
administrator@highbridge.org

BOROUGH OF HIGH BRIDGE

BID DOCUMENTS FOR

Valve Maintenance System Trailer

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Notice to Bidders

NOTICE IS HEREBY GIVEN that on *June 20, 2023 at 11:00 a.m.* (prevailing time), sealed bids will be opened and read aloud at Borough of High Bridge Municipal Building, 97 West Main Street, High Bridge, New Jersey 08829 for the following:

Valve Maintenance Trailer System

Bids shall be delivered in sealed envelopes and addressed to: Borough of High Bridge Municipal Building, Office of the Business Administrator, 97 West Main Street, High Bridge, New Jersey 08829. Bids may be submitted by certified mail, return receipt requested, regular mail or hand delivery. Express and overnight deliveries must arrive to the Department of Administration no later than the time of bid opening.

It is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid documents received after the bid opening time will not be accepted, regardless of the method of delivery.

All bids must be submitted on the bid proposal forms approved and provided for in the bid specifications in order to be considered. Bidders are to provide one (1) bid clearly sealed and marked ORIGINAL, one (1) bid clearly marked COPY and one electronic copy on CD/Flash Drive.

Bid documents may be obtained only from the Borough website
<https://highbridge.org/government/bids/>

Inspection of bid documents is available at the Borough municipal building at 97 West Main Street, High Bridge, New Jersey during the regular business hours of 8:30 A.M. to 4:00 P.M.

The Borough of High Bridge does not release project estimates or bidders' lists. 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 et seq.

This bid has been advertised in accordance with the "Fair and Open Basis" and nothing further shall be required under the Pay-to-Play legislation (N.J.S.A. 19:44A-20.7)

Brett Bartman
Deputy Administrator

Information for bidders

1. General Terms and Conditions

The Borough of High Bridge (hereinafter the "Borough") reserves the right, so long as it is in the best interests of the Borough, to reject any or all bids, select the bid or combination of bids which best suits the purposes of the Borough, and to waive any technical irregularity in any or all bids.

It shall be the responsibility of the bidder to assure that their proposal arrives at the proper location by the time indicated. Late proposals, facsimiles, or telephone bids will not be considered. Bids will not be considered from firms, individuals or the same owners of separate companies submitting more than one bid.

The Borough shall not be liable for any failure on its part to detect or correct errors and no right shall inure to any Bidder as a result of any action taken by the Borough in connection therewith. Ambiguities, errors or omissions noted by the Bidders should be promptly reported in writing to the appropriate official. In the event the Bidder fails to notify the Borough of such ambiguities, errors or omissions, the Bidder shall be bound by the bid.

In submitting a bid, the Bidder warrants that he has read thoroughly and understands all plans and documents referenced in the specifications, such other additional material as he may deem relevant in foundation of his bid, and further that he has made such site inspection as may be necessary and appropriate to the work for which he is bidding and that the bid as submitted represents his fully considered judgment as to the price, terms, and conditions set forth therein.

In submitting the bid, the Bidder recognizes that no subsequent claim of misunderstanding or of failure to read any relevant document or consider any relevant fact will relieve him of his obligation to perform in accordance with his bid if the Borough accepts his bid offer.

A bid proposal may be withdrawn when written request is received by the Borough before the time designated for opening of bids by the bidder who shall be required to produce evidence showing that individual is or represents the principal or principals involved in the bid.

The Borough reserves the right to reject any or all bids, to waive any informalities, deviations, or omissions in any or all bids, and to accept such bids and make such awards as may be most advantageous to the Borough.

Simultaneously with the submission of a bid, a Bidder must submit an Ownership Disclosure Statement in accordance with c.33,P.L.1977. The failure to submit the Ownership Disclosure Statement with the bid shall result in the rejection of the bid.

Each Bidder must also complete the Non-Collusion Affidavit contained in the Bid package.

All bids must be signed. Failure to do so shall cause the bid to be non-responsive and rejected.

No bid for a public works contract may/shall be withdrawn unless the withdrawal is in compliance with the withdrawal provisions of N.J.S.A. 40A:11-23.3. Without the express written consent of the Borough Business Administrator no bid for goods and services contracts or for construction contracts may be withdrawn by the bidder within 60 days from the date upon which the bid was opened.

2. Changes in the Specifications: Interpretations

All Bidders must contact the Business Administrator's office twenty-four (24) hours prior to the specified day of the bid opening in order to insure receipt of all addenda.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Any oral interpretation, not documented in writing to all Bidders prior to bid opening or referenced in the bid proposal, shall not be binding upon the Borough.

Every request for interpretation shall be in writing and addressed to the Borough and to be given consideration must be received no later than fifteen (15) days prior to the scheduled bid opening date, Saturdays, Sundays and holidays excepted. Any and all such interpretations and any supplemental instructions will be in the form of written addenda or bulletins to the Contract documents which, if issued, will be notified in accordance with N.J.S.A. 40A:11-23C not later than seven (7) days prior to the date fixed for opening of bids, Saturdays, Sundays and holidays, excepted. If overnight service is required same day or overnight delivery can be used. Notice of such addenda or bulletins shall also be published at least seven (7) days prior to the date for acceptance of bids, Saturdays, Sundays and holidays, excepted. Failure of any Bidder to receive any addenda or bulletin shall not relieve such Bidder from any obligation under his bid as submitted. All addenda or bulletins so issued shall become part of the Contract documents and shall be acknowledged in the proposals.

No changes, alterations, additions, or deductions from the scope of work, and/or materials as outlined herein, shall be made without the written consent of the Borough of High Bridge.

3. Qualifications for Bidders

The Borough reserves the power to make such investigations as it deems necessary to determine the ability of a Bidder to perform work, and a Bidder shall furnish the Borough all such information and data for this purpose as the Borough may request. The Borough reserves the right to reject any bid if the evidence submitted by the Bidder or investigation of such Bidder fails to satisfy the Borough that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work

contemplated therein. Each proposal shall contain adequate proof of the qualifications of the Bidder to perform, in a satisfactory manner, all the work covered by the Contract documents within the time specified in the Contract. The Bidder must complete the Bidder Questionnaire in the Bid Package.

4. Completion of Bid Proposal - General Directions

1. When the proposal is made by an individual, his post office address shall be stated and he shall sign the proposal; when made by a firm or partnership, its name and post office address shall be stated and the proposal shall be signed by one or more of the partners; when made by a corporation, its name and principal post office address shall be stated and the proposal shall be signed by an authorized official of the corporation and the corporate seal affixed.

Corporate Bidders not incorporated in the State of New Jersey must submit with their proposal or prior to award, a certificate from the office of the Secretary of State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. All other Bidders not residents of New Jersey, shall designate a proper agent in the State of New Jersey on whom service can be made in the event of litigation, which designation shall be shown by a written statement accompanying the proposal duly executed by the Bidder or submitted on request prior to award.

The name and title of each person signing the Bid Proposal Forms shall be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation, without disclosing the name of the principal, may be held to be the bid of the individual signing.

2. The proposal shall be enclosed in a sealed envelope and shall bear on the outside the name and address of the Bidder as well as the item being bid and the time, date, and place of the bid opening. One copy of bid proposal shall be included and clearly marked "copy".
3. Bids shall be submitted on the forms furnished or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures, or alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Borough. A bid proposal, in which the bid prices are unbalanced in the opinion of the Borough, may be rejected.
4. Bids not submitted on the forms and in accordance with the instructions contained herein and in the "Advertisement for Bids" shall be considered informal and may be rejected.
5. The price bid shall cover the cost of supplying all necessary materials together with all special equipment and tools necessary and proper. It shall include all cost of insurance, bond and other charges incident to the work. The bid price shall cover

the cost of supplying the equipment and warranties as per the bid specifications, to the Borough. The item must be delivered within 60 days of notice to proceed.

6. Prices shall be stated in writing and in figures. In the event of discrepancy, the written price shall govern.
7. All bids must conform to the models and directions contained in the Specifications and must be submitted in a complete Contract Packet. All specifications herein contained are considered as minimum. No exceptions to these minimum standards shall be allowed. Wherever a part, accessory or equipment is indicated in these specifications and is described by a brand name, an equivalent part, accessory or equipment with a different brand name shall also be acceptable, provided the Borough is satisfied that such substitute is equal to the brand specified. Bidders must state the brand of any item provided which is a substitute for the brand or model specified for evaluation by the Borough. The Borough reserves the right to require a bidder to provide proof in each case that a substituted item is equal to that specified. The Borough shall be the sole judge in determination of the acceptable substitutes.

5. **Bid Proposal Forms**

1. **Bid Proposal Form** - The Bidder will be held to his bid as submitted. No error in computation will relieve him of responsibility to perform in accordance with the prices on his bid form as submitted.
2. **Bid Guarantee and Consent of Surety**
 - a. **Bid Guarantee** - Each bid must be accompanied by (i) an acceptable certified cashier's check payable to the Borough or (ii) a Bid Bond issued by a Surety authorized to transact business in New Jersey and acceptable to the Borough. The bid security shall be in the amount of the lesser of ten percent (10%) of the bid price or twenty thousand dollars (\$20,000.00). A properly dated and executed Power of Attorney must accompany the Bid Bond. Failure to submit said bid guarantees shall be cause for rejection of the bid. All bid securities, except those of the three (3) lowest responsible and responsive Bidders will be returned within ten (10) days, Saturdays, Sundays and legal holidays excluded, after award of the Contract.

In the event that the successful Bidder to whom the Contract is awarded fails or neglects to execute the Agreement, to furnish the requisite bond within the time specified and/or to meet other mandatory requirements pursuant to these Contract Documents, the Borough may determine that the Bidder has abandoned the Contract. Thereupon, the award of the Contract shall become a nullity and the bid security shall be forfeited to the Borough.

In the event that the successful Bidder properly executes the Agreement and

furnishes all requisite documents within the time specified, the Borough shall return the bid security of the remaining unsuccessful Bidders within three (3) days thereafter, Saturdays, Sundays, and legal holidays excepted.

- b. **Consent of Surety** - Each bid must also be accompanied by a Consent of Surety issued by a Surety authorized to transact business in New Jersey and acceptable to the Borough. The Consent of Surety shall serve as a guarantee that the surety company will provide the appropriate bonds within fifteen (15) days after notification of the award of the Contract to that Bidder. A properly dated and executed Power of Attorney must accompany the Consent of Surety. Failure to submit the Consent of Surety or Power of Attorney shall be cause for rejection of the bid.
3. **Non-Collusion Affidavit** - A "Non-Collusion Affidavit" must be completed and submitted with all bid proposals.
4. **Stockholder (Ownership) Disclosure Statement** - Any corporation or partnership submitting a bid shall include in the bid proposal package a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in the partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria established pursuant to N.J.S.A. 52:25-24.2 have been listed.
5. **Equal Employment Opportunity Requirements** - Bidders are required to comply with the Employment Goal Compliance Requirements pursuant to N.J.A.C. 17:27 and the Equal Employment Opportunity Requirements pursuant to N.J.S.A. 10:5-31 et seq., as specifically set forth in the attached Attachment A.
6. **Warranties** – Please refer to warranty requirements in specifications.
7. **Affirmative Action** - An “Affirmative Action Compliance Notice” for all Goods & Service Contracts including Professional Service Contracts must be completed and submitted with bid proposals.
8. **Document Checklist** – A “Bid Document Checklist” for all bids must be completed and returned with all bid-proposals.
9. **Disclosure of Investment Activities in Iran** – A “Disclosure of Investment Activities in Iran” pursuant to Public Law 2012 c. 25 must be completed and submitted with all bid proposals.

6. **Equal Bids**

When two or more bids are equal in all respects, award may be made at the discretion of the Borough based on other factors.

7. **Lump Sum Price Bids**

Where applicable, lump sum price work includes furnishing and delivering all the materials to do and perform all the work and labor required to be furnished and delivered, done and performed for the Borough and to complete this Contract in strict and entire conformity with the plans and specifications.

8. **Unit Price Bids**

Where unit price items are delineated in the proposal section of the Contract Documents, it is understood by the Bidder that the Borough may increase, without limit, or decrease, without limit, the quantities to be done under any or all established unit price items. It is further understood by the Bidder that should there be any error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern. It is further understood that if his proposal is accepted, it is the unit price which he will receive and which the Borough will pay for the work specified to be done under the items, in the way required and set forth by the Contract Documents without recitation or repetition of said unit prices in the successful Bidder's proposal.

9. **Bidding On "Or Equal" Items**

Where a part, accessory or equipment is indicated in the Specifications and described by a brand name or make followed by the "or equal", it is assumed that the bidder is quoting on and will furnish such specified brand names or makes, unless there is a notation attached to the Bid indicating otherwise.

Where the Bidder desires to furnish as equal other than the make and brand specified, he will first bid the part, accessory or equipment to include the make and brand specified where he can, then attach a notation to the bid offering the substitute and indicate any reduction or increase in the price offered. The Bidder shall prove to the satisfaction of the Borough that such substitute is equal to the make and brand specified. Bidder's/Bidder's literature shall not suffice on explaining to these specifications.

10. **Award of Contract**

1. The Contract shall be awarded to the lowest responsible and responsive Bidder. The lowest responsible and responsive Bidder shall have submitted a proposal which complies with the requirements of these Contract Documents and a bid which is the lowest bid submitted by Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the Contract. The contracting unit shall award the Contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any Bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer periods as may be agreed. All bid security except the

security of the three (3) apparent lowest responsible Bidders shall, if requested, be returned after ten (10) days from the opening of the bids, Saturdays, Sundays and holidays excepted, and the Bids of such Bidders shall be considered as withdrawn. Within three (3) days after the awarding of the Contract and approval of the successful Bidder's Bonds, the bid security of the remaining unsuccessful Bidders shall be returned to them forthwith, Saturdays, Sundays and holidays excepted.

2. The Bidder to whom the Contract has been awarded shall, within fifteen (15) days, Saturdays, Sundays and holidays excepted, of the date of notification of award:
 - a. Execute and deliver to the Borough three (3) copies of the Contract.
 - b. Furnish proof in the form of Corporate Resolutions and/or Notarized Acknowledgments to establish the authority of the person executing the Contract on behalf of the successful Bidder.
 - c. Furnish certified copies of insurance policies as required in the specifications.
 - d. Furnish and maintain the requisite bonds, warranties and warranty bond, if required.
 - e. Comply with all other provisions of the Contract Documents.
3. If the successful Bidder fails to enter into a Contract, as herein provided, the award may be annulled and the Contract let to the next lowest and best qualified Bidder in the opinion of the Borough; and such Bidder shall fulfill every stipulation required herein as if he were the original party to whom the award was made.
4. Upon written request to the Borough the successful Bidder is entitled to receive, within seven (7) days from the date that the successful Bidder's submissions have been found to be acceptable by the Borough, an authorization to proceed, in accordance with the terms of the Contract, on the date set forth in the Contract for the work to commence or upon receipt of authorization if a date to commence work is not set forth in the Contract.

11. Contract Documents

All of the terms and conditions in this Contract Packet, including but not limited to the Notice to Bidders, Information to Bidders, Specifications, Bid Proposal, the Contract executed by the successful Bidder and the Borough, and the Resolution authorizing same, shall be binding upon all parties in full.

12. Contract Security

Within fifteen (15) days after receiving the Notice of Award of the Contract, the successful Bidder shall furnish one (1) bond to the Borough as follows: a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract price. The bond shall be furnished in the form as annexed hereto or substantial equivalent thereof. The bond shall be issued by a Surety Company licensed to transact business in

the State of New Jersey, and pursuant to New Jersey Law, holding sufficient financial resources to issue said bond. The Performance Bond shall bear a date on or subsequent to the date of the Contract. Each signature of an attorney-in-fact shall be accompanied by a properly dated, executed and certified Power-of-Attorney. Said bond shall assure fulfillment of the Contract and all of its provisions, including any additions, deductions, or other modifications, or full reimbursement to the Borough for all expenses incurred in making good any default. A current statement of financial condition must also be provided with each bond to certify that the total amount of the bonds required will be within the maximum amount specified for that company pursuant to N.J.S.A. 17:18-9. In addition, each surety must provide a Surety Disclosure Statement in proper form pursuant to N.J.S.A. 2A:44-143. The Performance Bond shall contain a Waiver-of-Notice being required of alterations, additions, deductions, extension of time, or other modifications of the Contract as ordered.

Failure to deliver the Performance Bond with the executed Contract shall be cause for declaring the Contract null and void.

13. Bidder's Affidavit and Bidder's Questionnaire

The Bidder's Affidavit, which verifies the authority of the person submitting the bid on behalf of the Bidding entity, must be completed, signed and notarized. If the Bidding entity is a corporation, the corporate seal must be affixed. The Bidder's Questionnaire must also be completed, signed, sealed and notarized.

14. New Jersey Business Registration Requirements

N.J.S.A. 52:32-44 requires that each bidder (Successful Bidder) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate. A Business Registration Certificate is obtained from the New Jersey Division of Revenue. The successful Bidder shall provide written notice to its sub-successful Bidders of the responsibility to submit proof of business registration to the successful Bidder.

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

For the term of the contract, the successful Bidder and each of its affiliates and a sub-successful Bidder and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et al. Or subsection e. or f. of N.J.S.A. 5:12-92, or that

provides a false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

15. Indemnification

The successful Bidder shall agree to defend (including providing the costs of a defense, which includes but is not limited to payment of attorneys' fees and professional fees), indemnify, and save harmless the Borough, its officers, agents, servants, and employees even in the case of the Borough's Sole Negligence for any and all claims made by any person or entity for personal injury or bodily injury of any nature or for property damage which injury or damage is alleged to have occurred out of the work or to have in any way been connected to the work set forth in this proposal whether such work is provided directly by the Bidder or whether such work is provided by any employee, agent, contractor or sub-contractor of the successful Bidder. This duty to indemnify and defend shall extend to all activities which are undertaken in the context of the performance of the work set forth in this proposal or which are in any way connected to such work. This includes but is not limited to the inspection, maintenance, use or operation, etc. of vehicles, machinery, equipment, implements, or appliances used by or in the possession of said successful Bidder its agents, employees, successful Bidders, or contractor or sub-contractor of the successful Bidder and/or any and all claims which may be asserted against the successful Bidder or the Borough for failure to respond or act in a timely manner.

16. Insurance Requirements

1. The successful Bidder shall procure, at its own expense, insurance as follows:
 - a. Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
 - b. General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$2,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.
 - c. Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$2,000,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.
 - d. Excess or umbrella coverage with limits of not less than \$5,000,000.00 for any one person and/or for property damage for any one accident shall be maintained. The insurance policies shall be provided by insurance companies authorized to do business

in the State of New Jersey.

2. All insurance required herein shall be maintained in full force and effect during the term of the successful Bidder's Agreement with the Borough and shall constitute primary coverage over any other applicable insurance.
3. The successful Bidder shall furnish a Certificate or Certificates of Insurance in compliance with these requirements and a certified copy of each policy to the Borough, including the provisions establishing premiums. All insurance policies required hereunder shall include an endorsement naming the Borough and its officers, agents, engineer, attorney, employees, and servants as additional insured's, which insurance shall provide primary and non-contributory insurance coverage to the Borough, its agents, etc. In addition, the additional insurance shall include but not be limited to coverage for the additional insured for bodily or personal injury, property damage or other loss for which the vendor's insurance policy provides coverage for the vendor's work (policy language – "your work") and for coverage which is included in the vendor's "products-completed operations hazard" coverage. An endorsement shall be provided that the policies shall not be changed or canceled prior to thirty (30) days after written notice has been provided by the insurance carrier directly to the Borough.
4. During the term of its Agreement with the Borough, the successful Bidder shall be obligated to renew each and every insurance policy which may expire. In cases where a required insurance policy is cancelled or terminated during its term, the successful Bidder shall immediately procure insurance to replace such policy (or policies) and shall immediately provide all insurance information required by the Borough as proof that the cancelled or terminated policy has been restored or replaced. In the event the successful Bidder fails or refuses to renew its insurance policies, or the coverage is canceled, terminated, or modified so that the insurance does not meet the requirements of the successful Bidder's Agreement with the Borough, such failure shall constitute default of the successful Bidder's Agreement with the Borough.
5. Subcontractors shall be required to indemnify the Borough and to provide insurance in precisely the manner and under the circumstances required by the Borough of the vendor. Vendor shall be responsible to provide all proof of insurance applicable to its subcontractors' obligations to provide the Borough with additional insurance coverage.
6. Insurance coverage having policy limits in the amounts required by the Borough shall not be construed to relieve the Bidder from liability in excess of such coverage, nor shall it preclude the Borough from taking such other actions as are available to it under the provisions of this Agreement or otherwise in the law.

17. New Jersey Sales Tax

The Borough of High Bridge is a body politic and corporate and as such is qualified for exemption under the New Jersey Sales Tax Law from the sales tax. Therefore, the successful Bidder shall not charge the sales tax on materials and labor in connection with any work being performed for it. The successful Bidder should advise his suppliers and

furnish them with the necessary exemption forms so that this charge will not be made on this project.

18. Payment of Fringe Benefits

In accordance with P.L. 1965, c. 173, the successful Bidder and all sub successful Bidders are required to pay all fringe benefits.

19. Domestic Materials

The successful Bidder shall comply with N.J.S.A. 40A:11-18, which requires that only manufactured and farm products of the United States, wherever available, shall be used in this project.

20. Material Suppliers

The successful Bidder may be required to submit a list of material suppliers before signing the Contract.

21. Non-Discrimination

The successful Bidder and any sub-successful Bidder shall comply with the New Jersey Non-Discrimination in Employment on Public Works Law, N.J.S.A. 10:2-1 et seq. and the rules and regulations adopted pursuant thereto.

Discrimination on the basis of disability in contracting for the purchase of equipment and services is prohibited. The successful Bidder is required to comply with the provisions of the Americans with Disabilities Act ("ADA"). The successful Bidder further agrees that the provisions of Title II of the ADA are made a part of the Contract and that the successful Bidder is required to comply with the language set forth in Attachment B.

22. Governing Law

This Contract is governed by the laws of the State of New Jersey.

23. Compliance with All Laws

The Bidder's attention is directed to the fact that all applicable Federal, State, and local laws and rules and regulations to the work pursuant to the Contract shall be deemed to be included in the Contract as though herein written out in full. The successful Bidder, sub-successful Bidder, and all its representatives shall obey and comply with all such laws, and rules and regulations.

24. Time of Completion and Liquidated Damages

Bidders must agree to commence the work on the Contract on or before the date to be specified in the notification which will be issued to inform the successful Bidder of the acceptance of the Contract Documents by the Borough. Bidders for the work shall agree to the completion date set forth in the Contract Documents and that time is of the essence as of that date.

Successful Bidder's failure to perform the work on or before the contract completion date

shall subject the successful bidder to liquidated damages at the rate of \$200.00 per day for each and every day after the completion date that the work is not complete.

Any extension of time beyond the date fixed for completion, performance or acceptance of any part of the work called for by the Contract, or the taking of possession in whole or in part prior to the date of completion of the Work, shall not be deemed a waiver by the Borough of its right to annul or terminate the Contract for abandonment or delay in the manner provided by the terms of the Contract, nor relieve the successful Bidder from full responsibility.

25. Payment and Completion

The successful Bidder shall prepare and submit to the Borough Business Administrator accurate statements or invoices of the value of the material incorporated in the work and the work done to the date of the estimates. The statements or invoices shall show a general description of the work completed for which the invoice of payment is being made, and the amount due. The successful Bidder shall keep adequate books, records and documentation regarding the work completed. All invoices or statements for payments will be subject to verification by the Borough Business Administrator, and the successful Bidder agrees to permit the Borough Business Administrator at all reasonable times to inspect and have access to the books, records and documentation relating to the performance of the contract for the purposes of auditing and verifying the performance of the contract and the charges for equipment, goods and services. The Borough shall pay to the successful Bidder the amount thus determined within sixty (60) days after approval by the Owner and acceptance of the services or equipment in its entirety.

26. Termination

Should the successful Bidder fail to adhere strictly to the Contract, be negligent or tardy in an unwarranted manner, the Borough reserves the right to cancel the Contract after five (5) days written notice, re-advertise for bids and award a new Contract.

The successful Bidder shall save harmless the Borough and their officers and servants from and against any loss, injury or damage resulting from any negligence or fault by the successful Bidder, or his agents or servants in connection with the performance of the work under this Contract.

27. Assignment

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest therein, or any part thereof or of his power to execute such Contract to any other person, company, or corporation without the prior consent in writing of the Borough, and he shall not assign, whether by power of attorney, or otherwise, any of the monies to become due and payable under this Contract unless by and with like consent. If the successful Bidder shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest, therein, or any part thereof, or of his power to execute this Contract to any other person, company or corporation, this Contract may, at the option of the Borough, be revoked and annulled and the Borough shall thereupon be relieved and discharged from

any and all liability and obligations growing out of this Contract to the successful Bidder and to the person, company, or corporation to whom he shall assign, transfer, convey, sublet or otherwise dispose of the same; and the successful Bidder and his assignee, transferee or

sub-lessee shall forfeit and lose all monies thereto earned under this Contract, except so much as may be required to pay his employees; and no right under this Contract or to any money to become due hereunder shall be asserted against the Borough, at law or in equity, by reason of any so-called assignment of this Contract or any part thereof, or of any monies to grow due thereunder unless authorized as aforesaid by written consent of the Borough provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the successful Bidder for the benefit of his creditors made pursuant to the laws of the State of New Jersey.

28. Compliance and Delivery Time

All Bidders must answer compliance questions in full. If a bidder is basing his proposal on equipment contended to be an “equivalent” product to what is specified in these bid documents and wants the equipment he proposes to be approved as an “approved equal”, the bidder must supply with their proposal the manufacturer, make, model and literature of all equipment bid. If not submitting his proposal with the brand names specified, Bidder shall submit a list of details supporting any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or any item. NOTE, this full and detailed written comparison of each and every item must be included with this proposal or the bid will be rejected as non-responsive to the specifications.

29. Anti-Pay-to-Play Legislation

Prior to award of the Contract, the successful vendor/bidder must submit the required documents pursuant to the Anti Pay- to-Play Legislation, N.J.S.A. 19:44A-20.5.

30. Subcontractors

1. Any entity to which it is proposed to award a subcontract under this Contract must be acceptable to and approved by the Owner and any other entity as may be required by the Contract. Approval shall be contingent on the submission by the proposed Subcontractor of appropriate certifications.
2. The successful Bidder shall be as fully responsible to the Borough for the acts and omissions of Subcontractors and their agents and employees as he is for the acts and omissions of persons directly responsible to the Contractor. The successful Bidder shall cause appropriate provisions to be inserted in all subcontracting contracts to require compliance by each subcontractor with the applicable provisions of this Contract. Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the Borough.
3. Bidders must identify all proposed Subcontractors within the bid proposals before said proposals are opened.

31. Warranties and Maintenance of Work

The successful bidder shall deliver to and for the beneficial interest of the Borough and all manufacturers’ warranties and make available to the Borough the option to purchase

extended warranties from the manufacturer. However, the delivery of manufacturer's warranty to the Borough shall not relieve the bidder from any of its obligations to the Borough derived from the successful bidder warranties aforesaid. The Borough will give notice of observed defects with reasonable promptness.

32. Regulatory Compliance

To achieve adherence to Federal and State Environmental Regulations in accordance with N.J.S.A. 13:1-1 et seq. and the regulations promulgated thereunder, the scope of the work and the contractual obligations of the Borough and of the Contractor shall be subject to conditions imposed by the New Jersey Department of Environmental Protection and other controlling Federal and State agencies.

Attachment A: Mandatory Equal Employment Opportunity

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies

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

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

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

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (provided by the Division and distributed to through the Division's website www.state.nj.us/treasury/contract_compliance)

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 office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Attachment B: Americans with Disabilities Act

Equal Opportunity for Individuals with Disability

The Contractor and the Borough of High Bridge do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough of High Bridge 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 Borough of High Bridge in any action or administrative proceeding commence pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Borough of High Bridge, 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 incurred in connection therewith. In any and all complaints brought pursuant to the Borough of High Bridge grievance procedure, the Contractor agrees to abide by any decision of the Borough of High Bridge which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough of High Bridge or if the Borough of High Bridge 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 Borough of High Bridge shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Borough of High Bridge or any of its agents, servants, and employees, the Borough of High Bridge shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Borough or its representatives.

It is expressly agreed and understood that any approval by the Borough of High Bridge 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 Borough of High Bridge pursuant to this paragraph.

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

Specification for Valve Maintenance Trailer System

The goal of this specification is to describe minimum specifications for a Valve Maintenance Trailer bid for the Borough of High Bridge Water Department. The Borough of High Bridge currently services about 1460 customers daily and is seeking a Valve Maintenance Trailer System in order to optimize water quality/service, ensure proper sewer system functionality, and to provide greater efficiency with their operations.

The following specifications are a minimum standard, and in all cases may be surpassed by a proposed valve maintenance trailer. These specifications are based on a Wachs Utility Products Standard LX VMT, however any brand and model which meets these minimum specifications is acceptable to the Borough. Please include information on the proposed Valve Maintenance Trailer System with bid proposal.

All equipment is to be delivered in new condition, and must be an in production, current model.

Valve Exercising Equipment Specifications

- An articulating arm, automated valve operator, utilizing proprietary intelligent automation (VITALS) to control torque, direction, and turns. Dual arms (one telescoping) provide 13' [3.9m] reach over 270 degrees of freedom while automatic hydraulic disk brakes safely secure equipment in any position during operations up to 750 ft/lbs [1016 N] of torque. Constructed of 3" [76 mm] square steel tube. Powder coated for long life. A lightweight, telescoping valve key is also provided.
- **Valve Machine Intelligent Automation:** Wachs valve exercisers utilize proprietary "no assumption" automation technology to safely and effectively turn valves using AWWA recommended procedures. This technology protects the operators by keeping their "hands off" the machine while exercising the valve and protects the valve by not assuming size, direction, or current position. Torque is applied until the device senses resistance, causing the programming and sensors to automatically stop the rotation and reverse in half-turn increments to flush calcification from the valve gate. This patented automation process always exercises valves at the minimum torque required to turn, then automatically lowers the preset threshold once rotation begins so the impact at end of valve travel is soft as possible.
- Ruggedized Win10 Pro Tablet Controller to operate and collect data for either arm (ERV-750) or slide (TM-6 upgraded & TM-7) style valve exercisers. The TC-100 includes a built-in GPS and bright touch screen display. TC-100 is water resistant and meets IP68 and MIL-STD-810G military specifications. Trimble R2 GPS upgrade kit 79-412-02 (Submeter without subscription or down to Centimeter with subscription service) optionally available
- **Data Management:** Fully compatible with the VITALS database, infraMap with VITALS, Unity with VITALS, or Sedaru with VITALS GIS software packages enabling full data logging and synchronization between the handheld and your ArcGIS database. Allows importing/exporting of existing data labels and categories with user-defined fields.

Power Pack Specifications

- **Engine:** Kubota 1.1L, 1-3 4-stroke, liquid cooled, IDI diesel engine EPA Tier 4F & EU Stage IIIA emission compliant (trailer #77-000-38)
Kohler 27 HP [20.1 KW] gasoline, model CH7405 Command Pro27 (trailer #77-000-36)

- **Fuel Tank:** Fabricated 10 gallon (38L) aluminum alloy tank utilizing rolled mid-section and stamp formed end caps. Complies with all Federal Motor Carrier Safety Administration requirements for non- side mounted fuel tanks.
- **Battery:** 12V, 550 CCA, Size 24 deep cycle battery fully enclosed and mechanically secured.
- **Controls:** Digital tachometer, engine hour meter, volt meter, vacuum gauge, spoils dump switch, spoils door switch, water/vacuum selector switch, arrow board control and service light switch
- **Vacuum Pump:** Clutch operated, dual belt drive, positive displacement rotary lobe (Roots Type) blower. Vacuum performance of 500 CFM [14 CMM] @ 11 inches of Hg [37.2 kPa] produces conveying velocity rating of 10,185 FPM [3,104 MPM] through 3" [76 mm] hose.
- **Water Pump:** Clutch operated, dual belt drive, 2.5 GPM [9.4 lpm] @ 3,000 PSI [206 BAR] pump.
- **Hydraulic System:** HTMA class II direct-coupled pump rated at 8 GPM [30 LPM] @2,000 PSI [138 BAR] continuous duty. 10 gallon [37 L] hydraulic reservoir with thermostatic controlled fan cooled heat exchanger (factory set at 120F/49C). Hydraulic circuits controlled via solenoid operated control valve with pressure neutral, return to tank default position or if over temp is signaled (185F/85C). All electrical terminations are Deutsch IP67 waterproof connectors; hydraulics are leak-tight JIG or O-ring face. Reservoir cleaning, filler neck, and filter are all easily accessed through the front panel. Instrumentation includes an oil level gauge, temperature gauge, pressure gauge, and selector switch for the hydraulic circuit with status lights.

Spoils - Rear Discharge Specifications

- **Debris Holding Tank:** 250 gallon holding capacity. Top hinged full opening dump door with twin hydraulic remote operation door latches, sure seal square gasket, vacuum break valve, 6" [152 mm] mechanical ball shut-off, and 3" [76 mm] dump valve.
- **Filtration:** Staged filtration consisting of a heavy material drop out debris tank and a self-contained multi-stage filter canister with a 10-micron polyester reusable cartridge. All filters must be washable and reusable.
- **Dumping:** Twin cylinder, electric over hydraulic dump system, powered by Monarch HPU or equivalent to. The slide and tip system moves the tank out before tilting to clear the truck/trailer bed for dumping, then lifts to 55 degrees to drop debris.
- **Dump Chute:** 10 gauge, rolled Stainless Steel
- **Hose and Wands:** 3" x 20' [76 mm x 6 m] suction hose with 2-1/2" [63 mm], 1¼" [31 mm] and 7/8" [22 mm] x 8' [2.4 m] long steel suction wands.

Pressure Washer Specifications

- **Water Holding Tank:** 90 gallon [340 L] clean water holding tank with 8" [203 mm] fill neck.
- **Winterization:** Low point drain for held water & recirculation system allows operation in sub-zero temperatures. A separate (3) gallon (11 L) antifreeze tank with two position selector valve allows pump to source antifreeze and prime entire system.
- **Hose and Wands:** 50' [15.2 m] hose on spring rewind hose reel uses quick disconnects to change between the (2) included wands; one with a zero-degree nozzle for digging and 45-degree, fan wash down "Shorty" wand.

Trailer Specifications

- **Frame:** 7,000 lbs. [3175 Kg] GVWR trailer with single axle, independent torsion wheel suspension with electric brakes. All structural steel construction (no tubing) with metal deck. Tongue weight is 850 lbs. (386 Kg) dry.
- **Lighting:** DOT approved LED lighting with Weather pack environmentally sealed connectors.
- **Finish:** Entire trailer is solvent washed and phosphoric etched. All seams are caulked then a two-part urethane paint (color white/black) is applied. A durable plastic bed lining product is then applied to the trailer deck and fender fronts.
- **Pintle Hitch:** Pintle with Safety Chains
- **Safety Compliance:** Member of the National Association of Trailer Manufacturers (NATM) and verified compliant with NATM Guidelines. Guidelines are a compilation of federal safety standards and regulations along with industry best practices that govern trailer construction. Compliant manufacturers have had a third-party expert verify their processes are designed to produce trailers which meet Federal Motor Vehicle Safety Standards and recommended industry practices. It signifies a commitment to safety.

LX Package

- **Job Box:** Heavy duty, locking, polished diamond plate job box.

- **Service Lighting:** Programmable eight-function arrow board light bar features six lighting sections, dual-mounted swiveling halogen work lights, and a control box.
- **Bluetooth Tether:** Wireless control of your valve exercising machine via a secure Bluetooth connection.
- **Hydraulic Hose Reel:** 50' [15.2 m] spring rewind hose reel with quick disconnects for auxiliary hydraulic power

*** Delivery and Acceptance** Unit shall be delivered to the following address within 90 days of Notice to Proceed:

- 26 West Main Street, High Bridge NJ 08829.
- Vendor shall retain ownership and liability for shipping until delivery and acceptance
- Inspection of the unit will be conducted upon Delivery by the Water Superintendent or his designee and shall include but not be limited to Vendor's demonstration of the successful operation of the unit. The Borough reserves the right to refuse acceptance/payment for the unit if the product does not perform as required, does not meet minimum standards set forth in the bid, or is defective or damaged prior to acceptance
- Any applicable MVC Title Transfer Documents title shall be executed by Vendor and delivered to the Borough upon acceptance. .
- A Chipper Hammer for quickly exposing paved over valves shall be included.
- All manuals shall be hand delivered to Water Department Superintendent upon delivery of the trailer.
- 1 full day of training at delivery location on all equipment is required within 2 weeks of delivery, to be scheduled with the Director of the Borough Water Utility.
- Product shall be accompanied by a written guarantee for one (1) year from the date of acceptance.

Bid Proposal Forms

Each bid submitted must contain the following forms, documents and items:

The following are provided in the bid proposal:

1. Bid Proposal
2. Bid Guarantee (Bid Bond)
3. Consent of Surety
4. Appropriate Acknowledgment
5. Non-Collusion Affidavit
6. Bidder Questionnaire
7. Bidder's Affidavit
8. Acknowledgment of Receipt of Addenda
9. Affirmative Action
10. Stockholder (Owner) Disclosure Statement
11. Disclosure of Investment Activities in Iran
12. Federal Non-Debarment Certification

Checklist Documents to be provided by Vendor/Bidder:

1. Certified Power-of-Attorney
2. New Jersey Business Registration Certificate
3. Printed Statements of the Warranties [*and Warranty Bond*]

If any of these forms are missing from the bid proposal packet at opening, the bid may be rejected. As between two bidders whose bid proposals are otherwise equal, a bidder who has completed and included all forms correctly will be awarded the contract.

All bid packages at the time fixed for opening are accepted conditionally pending a full review by the Borough attorney as to proper form of all submittals.

Bid Proposal Form

Valve Turning Trailer, as described in Specifications, delivered within 90 days of notice to proceed

The undersigned proposes to furnish and deliver the above goods pursuant to the bid specification and made part hereof.

Firm Fixed Price in Numbers: _____

Firm Fixed Price in Words: _____

The undersigned certifies that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used herein, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Submitted on: _____

Name of Bidding Entity: _____

Federal I.D. Number: _____

Address: _____

Signature of Authorized Agent: _____

Print Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

A careful and complete examination has been made of the site and of conditions pertaining to the work, as well as the Federal, State and local legal requirements and conditions affecting cost, progress or performance of the work. The undersigned further agrees, if awarded the contract, to execute and return the Contract within fifteen (15) days after receipt of the Notice of Award and to submit the requisite Contract Documents and Contract Bonds in accordance with the terms and conditions of the Specification.

Attached to this proposal are the following required items:

1. A certified check () or a cashier's check () or Bid Bond () in the amount of _____ dollars (\$ _____) representing the lesser of \$20,000.00 or 10% of the Bid price;
2. A fully executed consent of Surety
3. Certified Power of Attorney;
4. Appropriate Acknowledgment;
5. Non-Collusion Affidavit;
6. Stockholder (Ownership) Disclosure Statement;
7. Bidder Questionnaire;
8. Bidder's Affidavit;
9. New Jersey Business Registration Certificate;
10. Printed Statements of the warranties (and warranty bond)
11. Acknowledgement of Receipt of Addenda
12. Affirmative Action
13. Bid Document Checklist
14. Disclosure of Investment Activities in Iran

The undersigned certifies that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used herein, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Submitted on: _____

PLACE CORPORATE SEAL
HERE IF APPLICABLE

Bid Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,
_____ as Principal, and
_____ as Surety, are
hereby held and firmly bound onto the Borough of High Bridge, as Obligee, in the penal sum of
_____ dollars (\$ _____),
for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid dated _____,
_____ for _____
_____.

NOW THEREFORE, if the Principal shall not withdraw said bid within sixty (60) days after the date of the opening of same, and if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds within the time specified, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein below.

Signed, Sealed and Dated _____

WITNESS:

(Principal)

Corporate Seal

By:

Title:

(Print or Type Name and Title)

WITNESS:

(Principal)

Corporate Seal

By:

(Attorney-in-Fact)

Consent of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, the

_____, a corporation
organized and existing under the laws of the State of _____ and authorized
to do business in the State of New Jersey do hereby consent and agree with the Borough of
High Bridge, that if the foregoing proposal of _____

hereinafter call the Contractor, for _____

be accepted, and a Contract for said work be awarded to said Contractor, we will, upon its
being so awarded, become Surety for said Contractor and agree to be bound with said
Contractor upon the terms and conditions set forth in the Proposal and Specifications and shall
provide security through the issuance of not less than a Performance Bond to be in an amount
equal to one hundred percent (100%) of the Contract price and to be conditioned so as to
indemnify the Borough against loss due to the failure of the Contractor to fulfill the obligations
and requirements of said Contract.

IN WITNESS WHEREOF, the undersigned Corporation has caused this Agreement
to be signed by its duly authorized representative and its corporate seal to be affixed hereto.

Signed, Sealed and Dated this _____ day of _____, _____.

BY: _____

Attorney-in-fact (type name below signature)

NOTE: Consent of Surety must be signed by an authorized agent or representative of the Surety
Company. The Consent of Surety and Bid Bond are to be accompanied by a consistently dated
Power of Attorney.

Corporate Acknowledgement Form

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, _____,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a. this person signed, sealed and delivered the attached documents as of the corporation named in this document;
- b. the proper corporate seal was affixed; and
- c. this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

(Print name and title below signature)

A Notary Public in the State of New Jersey

Signed and Sworn to before me on

My commission expires on

Individual Acknowledgement Form

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, _____,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a. is named in and personally signed the attached documents; and
- b. signed, sealed and delivered this document as his or her voluntary act and deed.

(Print name and title below signature)

A Notary Public in the State of New Jersey

Signed and Sworn to before me on

My commission expires on

(Print name and title below signature)

Partnership Acknowledgment Form

STATE OF _____)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, _____, before me, the subscriber, a
of the State of _____, personally appeared

who, I am satisfied, is one of the general partners of _____ the partnership named
therein and he thereupon acknowledged that the said instrument made by the partnership and signed
by him, was duly authorized, signed, sealed and delivered by him as such partner and is the voluntary
act and deed of the partnership.

(Print name and title below signature)

A Notary Public in the State of New Jersey

Signed and Sworn to before me on

My commission expires on

(Print name and title below signature)

Non-Collusion Affidavit

State of New Jersey

County of _____

ss:

I, _____ (name of affiant) residing in _____ (name of municipality) in the County of _____ and State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ (title or position) of the firm of _____ (name of firm) the bidder making this Proposal for the bid entitled _____ (title of bid proposal) and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of High Bridge relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

Type or print name of affiant under signature

_____, 2____

_____ Notary public of

My Commission expires _____

(Seal)

Bidder Questionnaire

1. Bidder name, address, phone number, and person to contact:

2. Is your principal place of Business in New Jersey? Yes () No ()

If your answer is no:

- a. State here the name, address, and phone number of the person authorized to accept legal process in New Jersey

- b. Identify here the date that Bidder became authorized to transact business in New Jersey _____ and attach hereto a copy of a current Certificate of Authorization from the State of New Jersey.

3. List the names and addresses of all officers of the bidding entity and/or all other persons having an interest as principals in the foregoing bid:

a. Name: _____

Address: _____

b. Name: _____

Address: _____

c. Name: _____

Address: _____

d. Name: _____

Address: _____

e. Name: _____

Address: _____

4. Have any of the above individuals or any other principal in the bidding company been in bankruptcy? Yes () No (); If Yes, provide information:

5. Have any of the individuals referred to in No. 3 or No. 4 been an officer in a company which has been in bankruptcy? Yes () No (); If Yes, provide information:

6. State the number of years this bidding entity has been in business: _____.

7. Has the Company always been in the same business? Yes () No (); If No, list here the Company's business history with specific dates.

8. Has this company ever failed to complete work on or been declared in default on any Contract?
Yes () No () ; If Yes, provide information:

9. List the general business references.

- a. Name _____
Type of Business _____
Address _____
Phone _____
- b. Name _____
Type of Business _____
Address _____
Phone _____
- c. Name _____
Type of Business _____
Address _____
Phone _____

Bidder's Affidavit

STATE OF _____)
) SS:
COUNTY OF _____)

_____, being duly sworn, deposes and says that he/she resides at _____, that he/she is the (Title) _____, who signed the foregoing Proposal, that he/she was duly authorized to sign and that the Bid is a true offer of Bidder and the Seal attached is the Seal of the Bidder and that all of the declarations and statements contained in the Proposal are true to the best of his/her knowledge and belief.

(Affiant)

(Place Seal Here) _____
(Print name and title below signature)

A Notary Public in the State of New Jersey Signed and Sworn to before me on

_____, _____.

My commission expires on

_____, _____.

Acknowledgment of Receipt of Addenda

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

1. Addendum Number _____
Dated _____
Acknowledge Receipt (initial) _____
2. Addendum Number _____
Dated _____
Acknowledge Receipt (initial) _____
3. Addendum Number _____
Dated _____
Acknowledge Receipt (initial) _____
4. Addendum Number _____
Dated _____
Acknowledge Receipt (initial) _____

-OR-

No addenda were received

Acknowledged for: _____ (Name of Bidder)

By: _____ (Signature of Authorized Representative)

Name: _____ (Print or Type)

Title: _____

Date: _____

Affirmative Action Compliance Notice

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods and Services Contracts (Including Professional Services)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C.17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- A. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); **OR**
- B. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **OR**
- C. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

Statement of Ownership
(Ownership Disclosure Certification)

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

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. Please attach additional sheets if more space is needed:

Name: _____

Address: _____ Ownership Share: _____

Name: _____

Address: _____

Ownership Share: _____

Name: _____

Address: _____

Ownership Share: _____

Name: _____

Address: _____

Ownership Share: _____

Name: _____

Address: _____

Ownership Share: _____

:

Part III

Any Direct or Indirect Parent Entity Which is Publicly Traded

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

- Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

AND

- Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

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

(Affiant)

(Notary Public)

My Commission expires:

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

Disclosure of Investment Activities in Iran

Chapter 25 of the Laws of 2012 (N.J.S.A. 52:32-55 et. seq.):

All government contracting units in New Jersey are now required to receive certification that the person or entity submitting a bid; proposal or accepts any renewal of contract awarded pursuant to a bid or proposal shall complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/odf/chapter251istpdf. Bidders/proposers must review this list prior to completing the below certification. Failure to complete this certification will render a bid or proposal non-responsive.

PLEASE CHECK THE APPROPRIATE BOX

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN	
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.	
PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES PLEASE ADD ADDITIONAL PAGES.	
Name	Relationship to Bidder/Proposer
Description of Activities	
Duration of Engagement	Anticipation Cessation Date
Bidder/Proposer Contact Name	Phone#

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Signed _____

Company _____

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION			
Individual or Organization Name			
Address of Individual or Organization			
DUNS Code (if applicable)			
CAGE Code (if applicable)			
<p>Check the box that represents the type of business organization:</p> <p style="text-align: center;"> <input type="checkbox"/> Sole Proprietorship (skip Parts III and IV) <input type="checkbox"/> Non-Profit Corporation (skip Parts III and IV) <input type="checkbox"/> For-Profit Corporation (any type) <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership (LLP) <input type="checkbox"/> Other (be specific): _____ </p>			
PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of High Bridge is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Borough to notify the Borough in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough, permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization
Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
Section C – Part III Certification	

Add additional Sheets if necessary	
OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
Section C – Part IV Certification	
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of High Bridge is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Borough of High Bridge to notify the Borough in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough, permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.</p>	
Full Name (Print):	Title:
Signature:	Date:

Bidder's Checklist

Required by Owner	Submission Requirement	Initial each required entry and if required submit the item
X	Stockholder Disclosure Certification (Pay to Play)	
X	Non-Collusion Affidavit	
X	Bid Proposal Form	
X	References	
	Status of Present Contracts	
	Equipment Certification	
X	Bid Guarantee (w/ Power of Attorney for full amount of Bid Bond)	
	Public Works Contractor Certificate	
X	Consent of Surety (w/ Power of Attorney for full amount of Bid Price)	
X	Mandatory Affirmative Action Language	
	Prevailing Wage	
X	Americans with Disabilities Act of 1990 Language	
X	Proof of Business Registration	
	Bidder's Questionnaire	
X	Bidder's Affidavit / Entity Authorization	
X	Acknowledgement of Receipt of Addends	
X	Copy of Bid Proposal clearly marked "Copy"	
X	Disclosure of Investment Activities in Iran	
X	Federal Non-Debarment Certification	

Please include checklist with your initials on attached items with bid. If any of these forms are missing from the bid proposal packet at opening, the bid may be rejected. As between two Bidders whose bid proposals are otherwise equal, a Bidder who has completed and included all forms correctly will be awarded the contract.

All bid packages accepted at the time fixed for opening are accepted conditionally pending a full review by the Borough attorney as to proper form of all documents submitted.

Date: _____

Signature: _____

Contract Forms

Notice of Award

TO: _____

CONTRACT DESCRIPTION: _____

You are hereby notified that the Bid submitted by you on _____,
_____ in the amount of _____

(\$ _____) for the above-described Contract has been accepted by the
Borough.

You are required to execute the Contract Acceptance Form to verify your acceptance of this Contract and to furnish the requisite documents, including the Guarantees and the Certificate(s) of Insurance, within fifteen (15) days after the date of this Notice. If you fail to offer responsive documents within fifteen (15) days from the date of this Notice, the Borough will be entitled to consider all of your rights arising out of the Boroughs' acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond and the Borough will be entitled to such other rights as may be granted by law.

Dated this _____ day of _____, _____.

BOROUGH OF HIGH BRIDGE

By: _____

Title: _____

Contract Acceptance

(Company Name) _____ hereby accepts the Contract for _____ and agrees to conform to all of the terms and conditions of the Contract Documents and to perform services or furnish the labor and/or materials as set forth in the Contract Documents for the price(s) as set forth in our bid, a copy of which is attached hereto and made a part hereof.

FOR CONTRACTOR:

DATED: _____

(PRINCIPAL: Type or print name below)

WITNESS OR ATTEST

(IF CORPORATION, PLACE SEAL HERE)

FOR BOROUGH OF HIGH BRIDGE:

DATE: _____

MUNICIPAL CLERK

MAYOR

Communications concerning this proposal should be transmitted to the address of Bidder as follows:

_____ (Bidding Entity)

(PLACE SEAL HERE IF APPLICABLE)

(Name and Title of Principal)

(Business Street Address)

(City and State)

CONTRACT

THIS CONTRACT made this day of , 2023 by and between the

BOROUGH OF HIGH BRIDGE, a municipal corporation of the State of New Jersey, with offices at:

Municipal Building
97 West Main Street
High Bridge NJ 08829
(hereinafter "Borough")

And

(hereinafter "Contractor")

WITNESSETH

In Consideration of the Agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor shall perform all labor, and furnish all the materials, equipment, tools, and implements necessary to complete its obligations to the Borough in connection with the Contractor's work as follows:

VALVE MAINTENANCE SYSTEM TRAILER AT PRICE OF \$_____

In the performance of such services, the Contractor shall perform its obligations in strict and entire conformity and in accordance with the Notice to Bidders, Information for Bidders Proposal, this Contract, Performance Bond, Payment Bond, General Conditions, Contract Items set forth in the Bid Offering/Specifications, which Notice to Bidders, Information for Bidders, Proposal, this Contract, Performance Bond, Payment Bond, General Conditions, Contract Items, etc. are hereinafter collectively called the "CONTRACT DOCUMENTS"; and in consideration of the Contractor performing this Contract in the manner herein stated and as stated in the Contract Documents, the Borough promises and agrees to pay or cause to be paid to the Contractor the sums of money mentioned in said Contract Documents in the manner and under the conditions provided. The Contract Documents are fully incorporated into this Contract as if set forth at length.

2. The Contractor covenants and agrees that, anything in this Contract or in the Contract Documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said Contract Documents provided; and the failure of the Borough to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this Contract or in the Contract Documents, on any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any terms, covenants, agreements, provisions and conditions, and the same

shall be and remain in full force and effect with power and authority on the part of the Borough to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which the Borough may have against the Contractor under this Contract or the Contract Documents.

3. The Contractor shall forthwith upon the signing of this Contract give to and in favor of the Borough a Performance Bond and a Payment Bond; such bonds shall have a corporate surety acceptable to the Borough and be in such form and for such an amount as shall be agreeable and satisfactory to the Borough and the Borough at its option, shall have the right to terminate this Contract at any time without notice to the Contractor and without any liability therefore; or any further obligation hereunder to the Contractor or anyone else whomsoever upon the failure or neglect of the Contractor promptly to give such bonds as herein provided; but any such termination as aforesaid shall not relieve the Contractor from any loss or damage suffered by the Borough by reason of such termination or by reason of any default on the part of the Contractor resulting in such termination.
4. This Contract shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, but it is expressly understood, covenanted and agreed that this Contract shall not be assigned, sold, subcontracted, pledged, mortgaged or set over by the Contractor to any person, firm corporation or association, except upon the express written consent of the Borough.
5. The Borough agrees to endeavor to pay any bills submitted by the Contractor within 60 days of the Borough's Receipt of a Borough issued voucher signed by an authorized representative of the Contractor. The Contractor hereby waives any right to collect interest on any payments which may be made by the Borough received more than 60 (sixty) days after the Borough's receipt of a fully executed voucher.

IN WITNESS WHEREOF. the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST: BOROUGH OF HIGH BRIDGE

Adam Young, Municipal Clerk

Michele Lee, Mayor

ATTEST:

Contractor/Vendor

Witness/ Name

By: Name/Title

Print Name/Title

STATE OF _____)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20

Adam Young did personally appear before me and did provide proof to my satisfaction that They are the Clerk of the Borough of High Bridge and after having been duly sworn did upon her oath deposes as follows:

1. They are signing this document in her capacity and under the authority vested in her by the Borough;
2. This Contract has been authorized by Resolution passed by the Borough Council, which has been entered of record under Seal of the Borough;
3. This Contract has been signed by the Mayor of the Borough of High Bridge in their presence as witness to his signature.

Adam Young, Municipal Clerk

Sworn and subscribed to before me on the date aforesaid.
