

# **BID SPECIFICATIONS**

**Emergency Generator for the Stillwater Township Municipal Building and  
one 500 gallon propane tank**

**BID OPENING DATE: Tuesday, December 29, 2015  
TIME: 10:00 A.M.**

TOWNSHIP OF STILLWATER  
SUSSEX COUNTY  
NEW JERSEY

MAYOR  
George Scott

COMMITTEE MEMBERS  
Lisa Chammings  
Timmy Fisher  
Charles Gross  
William Morrison

MUNICIPAL CLERK  
Lynda Knott

November 2015

## TOWNSHIP OF STILLWATER

### NOTICE TO BIDDERS

**NOTICE** is hereby given that sealed bids will be received by the Clerk of the Township of Stillwater, Sussex County, New Jersey, at the Stillwater Township Municipal Building, 964 Stillwater Road, Newton, New Jersey, on **Tuesday, December 29, 2015 at 10:00 a.m.** prevailing time, bids will be opened and publicly read at this time. Bids are sought for the following items:

#### **Emergency Generator for the Stillwater Township Municipal Building and one 500 gallon propane tank**

Specifications and bid forms may be obtained by any interested bidder at the Stillwater Township, 964 Stillwater Road, Newton, NJ 07860, in the office of the Municipal Clerk of Stillwater Township, during normal business hours. Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside along with the statement "**Emergency Generator for the Stillwater Township Municipal Building**" addressed to Lynda Knott, Clerk, Stillwater Township Municipal Building, 964 Stillwater Road, Newton, NJ 07860 to be accompanied by a certified check, cashier's check, or bid bond made payable without condition to the Township of Stillwater in an amount of ten (10%) percent of the bid, but not to exceed \$20,000 (N.J.S.A. 40A:11-21). The Township will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the NOTICE TO BIDDERS.

Bidders will be furnished with a copy of the Specifications upon request.

The Township Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders. Each item being bid is to be considered separately and the Township Committee reserves the right to award a bid for each item separately or together, whichever manner is more advantageous to the Township.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the law against discrimination (Affirmative Action).

Lynda Knott, RMC  
Municipal Clerk  
Stillwater Township Municipal Building  
964 Stillwater Road, Newton, NJ 07860

## INFORMATION FOR BIDDERS

### **Emergency Generator for the Stillwater Township Municipal Building and one 500 gallon propane tank**

#### **1. EMERGENCY GENERATOR TO BE PROVIDED AND INSTALLED**

The Township of Stillwater is seeking sealed competitive bids for providing and installing a permanent propane fueled generator, and one 500 gallon propane tank, to supply emergency backup power at the Stillwater Township Municipal Building. The work is as follows:

The successful bidder shall provide and install a permanent propane fueled generator and one 500 gallon propane tank, to supply emergency backup power at the Stillwater Township Municipal Building located at 964 Stillwater Road, Newton, NJ, (Block 2301 Lot 13), Stillwater Township, NJ

The above work is more particularly described in Exhibit "A" Specifications attached hereto.

#### **2. GENERAL CONDITIONS OF BID**

- A. All bid prices shall be in both words and figures. Signature shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure, may be rejected as informal. In case of any discrepancy between the words and figures, the written words shall be considered as being bid price.
- B. No oral or telephonic proposals or modifications of proposals will be considered.
- C. Proposals shall be submitted in a sealed, opaque envelope marked with the name of the bidder and marked "**Emergency Generator for Stillwater Township Municipal Building and one 500 gallon propane tank.**"
- D. Bids shall be addressed to:  
  
Lynda Knott, Clerk  
**Stillwater Township**  
Municipal Building  
964 Stillwater Road  
Newton, NJ 07860
- E. All mailed bids shall be mailed using a formal mailing procedure such as Certified or Registered Mail, Return Receipt.
- F. Alternatively, bids may be hand delivered prior to the date and hour specified, to the Municipal Clerk at the above address.
- G. Bids will be received no later than **10:00 a.m.** on **Tuesday, December 29, 2015**, at which time all received bids will be publicly opened and read at the Stillwater Township Municipal Building, 964 Stillwater Road, Newton, NJ 07860

- H. Bidder assumes responsibility for having the bid in the hands of the Municipal Clerk of Stillwater Township on time whether the bid is mailed or hand delivered by courier.
- I. Addenda, if any, issued before opening of bids, shall be taken into account and included in any proposal.
- J. No verbal answer will be given to any inquiries in regard to the meaning of the specifications, nor will any verbal instructions be given previous to the award of the bid. No verbal statement regarding the bid by any persons previous to the award of the bid will be authoritative. Any explanation desired by any bidder must be requested in writing. If reply is made, it will be communicated to all bidders who have indicated their intention to bid.
- K. All requests pertaining to the above must be brought to the attention of Township of Stillwater not later than ten (10) days prior to the opening of the bids.
- L. The attached specifications describe the work to be performed. These specifications are intended to provide a common standard to which all parties may bid.
- M. If the bidder is not going to furnish the item exactly as described, all deviations, even if bidder believes the deviation exceeds what is described, must be listed. For each deviation taken, the bidder must include a detailed technical description of what will be furnished as well as an explanation of why the deviation equals or exceeds the item in the specifications.
- N. The bidder shall be required to provide proof of insurance listing the Township of Stillwater as an additional named insured for this contract. The Certificate of Insurance shall also provide that Stillwater Township be provided with Notice of Cancellation. All of the Vendor's insurance coverage shall indemnify and save harmless Stillwater Township and their agents from any and all liability of whatever nature arising from the work to be performed under the contract, including attorney's fees and costs in connection with the defense of such claims. The Certificate of Insurance furnished by the Vendor shall state specifically that the above indemnification is guaranteed by the policy. Such statement, if not included in the body of the policy, will be typed on the face or back of the certificate.

The successful bidder's insurance coverage shall be not less than the following:

- (A) Worker's Compensation insurance in accordance with the standard of this State. The Vendor shall take out and maintain during the life of the contract adequate Worker's Compensation and Employer's Liability Insurance for all employees employed in connection with the work, and if any work is sublet, the Vendor shall require each sub-contractor similarly to provide worker's compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the Vendor's insurance.

Coverage A shall be New Jersey Statutory  
Coverage B (Employer's Liability) shall be unlimited as per the New Jersey  
Worker's Compensation Law.

- (B) Comprehensive General Liability Insurance limits shall be a minimum of \$2,000 bodily injury per person and \$2,000,000 per occurrence and \$1,000,000 for property damage coverage. The Certificate of Insurance must indicate coverage at the above limits for:
  - A. Contractual – indicated on the face of the Certificate as being in accordance with the specifications.
  - B. Independent Contractors (if any)
  - C. Completed Operations
  
- (C) Comprehensive Automobile Liability Insurance limits shall be a minimum of \$2,000,000 bodily injury per person and \$2,000,000 per occurrence and \$1,000,000 for property damage coverage. The Certificate of Insurance must indicate coverage at the above limits for:
  - A. Hired Vehicles.
  - B. Non-Owned Vehicles.
  
- O. All bids must be completed on the enclosed forms. No other forms or specifications are to be used. By rejecting any bids not so submitted, the Township will insure that all bidders are bidding on the same standard so a fair evaluation can take place.
  
- P. The price quoted shall be the price at the time the work is to be performed for the Township of Stillwater.
  
- Q. All items furnished shall conform with the applicable specifications included in the bid documents.
  
- R. Within sixty (60) days of the opening of bids, the Township Committee of the Township of Stillwater will award the contract to the lowest responsible bidder, or reject all bids received. If additional time is required beyond sixty days, the Township of Stillwater must request permission to do so from the three apparent lowest responsible bidders for an additional period of time to be agreed upon by the Township of Stillwater and the bidders.
  
- S. The Township of Stillwater will provide for the execution of the contract within twenty-one (21) days of the award of contract.
  
- T. The Township of Stillwater is exempt from any State Sales Tax or Federal Excise Tax.
  
- U. Payments will be made upon the approval of vouchers submitted by the successful bidder(s) in accordance with the requirements of the Township of Stillwater and subject to the Township's customary procedures. The Township shall, within 20 days of receipt of each invoice for payment, either indicate in writing its approval of payment and present the invoice for payment to the Township Committee, or return the invoice for payment to the contractor indicating in writing its reasons for refusing to approve payment. If the invoice is returned, the contractor may make the necessary corrections and re-submit the invoice for payment. The Township Committee shall review the invoice at its next regularly scheduled meeting. Upon approval of the invoice by the Township Committee, the Township shall make payment within 30 days pursuant to N.J.S.A. 2A:30A-1 et seq.

- V. Where applicable, items of foreign origin must be so indicated. Bidder's signature to the bid proposal shall be taken as certification that all manufactured articles, materials, and supplies not so indicated, have been made or produced in the United States.
- W. As required by P.L. 1977, c.33, a Public Disclosure Statement, as provided, must be completed and included with the bid.
- X. Bidder will faithfully execute and carry out all requirements of P.L. 1975, c.127. For those bidders whose firm employs less than fifty employees, an Affirmative Action Affidavit is to be provided.
- Y. A certificate is required showing that the bidder submitting the bid owns, leases, or controls all necessary equipment required by specifications.
- Z. As required by the New Jersey Prevailing Wage Act (P.L. 1963, c.150), and the provisions of State Labor Laws, prevailing wage and labor laws must be complied with by the successful bidder including but not limited to providing certified payrolls to the Township of Stillwater.
- AA. All bonding requirements as set forth in **Section 6** below must be strictly adhered to. This includes the bid surety and performance bond requirements in that section.

### 3. REJECTION OF BIDS

Township of Stillwater reserves the right to reject any and all bids submitted. Township of Stillwater also reserves the right to waive any irregularities or immaterial variances from the specifications and bid documents, if in its judgment, the interests of the municipality will be best served.

Township of Stillwater retains the right to reject any and all bids if an error within these bid specifications is found prior to or after the bid date. Township of Stillwater additionally retains the right to reject any and all bids if any or all parts of the specifications are not complied with, regardless of total bid price. Final decision of whether or not a bid complies with these specifications is solely the judgment of Township of Stillwater. Each bidder agrees to accept the decision of Township of Stillwater as final without recourse or prejudice.

Each bid submitted must contain a non-collusion statement, signed by an authorized person on behalf of the bidder. All exceptions and/or deviations to these specifications shall be listed on the form provided.

### 4. AWARD OF CONTRACT

- A. Competency and responsibility of bidder, in the field of emergency standby generators, will be considered in making the award. Township of Stillwater reserves the right to reject any or all bids and to waive technicalities or informalities in its best interest. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Proposals in which the prices are unbalanced may be rejected. Claims on account of mistakes in or omissions in bids will not be considered, except as specifically permitted by law.

- B. Before awarding a contract, Township of Stillwater shall require the apparent low bidder to qualify itself as a responsible bidder by furnishing:
  - (a) A listing of not less than ten (10) emergency standby generator projects for entities in New Jersey.

Should Township of Stillwater determine the apparent low bidder is not the lowest responsible bidder, the apparent low bidder will be notified and its bid security shall be returned without prejudice.

## 5. PAYMENT

The Township shall, within 20 days of receipt of each invoice for payment, either indicate in writing its approval of payment and present the invoice for payment to the Township Committee, or return the invoice for payment to the contractor indicating in writing its reasons for refusing to approve payment. If the invoice is returned, the contractor may make the necessary corrections and re-submit the invoice for payment. The Township Committee shall review the invoice at its next regularly scheduled meeting. Upon approval of the invoice by the Township Committee, the Township shall make payment within 30 days pursuant to N.J.S.A. 2A:30A-1 et seq.

Payment to be made in accordance with the Township of Stillwater's requirement for submission of invoice and vouchers and approval by authorized officials. Acceptance of the final payment by the bidder shall be understood to be a release of all claims against the Township of Stillwater for payment.

## 6. BONDING

Surety in the form of a bid bond, certified check, or cashier's check in the amount of ten (10%) percent of the total bid, but not in excess of \$20,000, is required.

All bid security, except the security of the three apparent lowest responsible bidders, shall be returned within ten (10) days of the opening of bids. Within three (3) days after signing of the contract, the bid security of remaining unsuccessful bidders shall be returned to them.

A performance bond or guarantee must be provided by the lowest responsible bidder. The bidder must submit a certificate from a surety company (CONSENT OF SURETY) stating that the surety company will provide the bidder with a performance bond if the bid proposal is accepted.

**Failure to submit this certificate from a surety company with the bid proposal shall cause the bid proposal to be rejected.**

The surety company must be authorized to transact business in the State of New Jersey and must be satisfactory to the Township of Stillwater.

The certificate (CONSENT OF SURETY) must be drawn to the Township of Stillwater in an amount equal to one hundred (100%) percent of the proposal amount.

The certificate (CONSENT OF SURETY) shall be obtained for a bond -

- A. For the faithful performance of all provisions of the specifications or for all matters which may be contained in the notice to bidders and/or the bid specifications, relating to the performance of the contract or agreement, and
- B. For a guarantee bond for the faithful performance of the contract provisions relating to the repair and maintenance of any work, project or facility and its appurtenances and keeping the same in good serviceable condition during the term of the bond as provided for in the notice to bidders or in the specifications, and/or
- C. In such other form as may be provided in the notice to bidders or in the specifications.
- D. Forfeiture: If the Township notifies a bidder that they accept his proposal and the bidder failed to sign the contract or comply with any of the terms of the bid specifications and bidder's proposal, owner reserves the right to award the contract to the next lowest responsible bidder or re-advertise for bids. The defaulting bidder shall pay to the owner the difference between the amount of his bid and any higher amount for which the owner may contract for the required work plus and re-advertising costs incurred, consultants' fees, legal fees or other expenses occurred by reason of the default. The bid security of the defaulting bidder shall be applied on the account of the damages. If the amount of the difference between the defaulting bidder's bid and the actual bid awarded, plus expenses exceeds the amount of the bid security to recovery, the defaulting bidder shall pay the Township the full amount of the excess.

## 7. SCHEDULING OF WORK

The Contractor shall complete all work within one hundred twenty (120) days of the award of contract.

## 8. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

- A. Contractor shall indemnify and hold harmless Township of Stillwater from and against all claims, damages, losses and expenses, including all reasonable expenses incurred by Township of Stillwater based on any claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury damaged persons or property. Its indemnification shall include any alleged violations of patent, copyright or trademark laws. This indemnification shall be construed as broadly as possible in the favor of Township of Stillwater.
- B. It is acknowledged by the bidder that it is an independent contractor and as such will be responsible for all damage, loss or injury to persons or property that may arise or be incurred during the conduct of the work. Bidder shall indemnify and hold harmless and defend the Township from and against any and all liability for loss, damage, injury or expense which Township of Stillwater may suffer or for which the Township

may be held responsible during the performance of this contract.

9. **WARRANTY**

The bidder shall warrant the permanently installed generators to be free from defects in material and workmanship under normal use and service for a period of two years from the date of completion of the work. The bidder shall provide a two year maintenance bond in the full amount of the bid price to the Township upon the completion of the work.

10. **AUTHORIZED SERVICE CENTER REQUIREMENT**

Each bidder must be able to display that they are actively in the business of providing commercial generators by operating a service center capable of satisfying the warranty service requirements and parts requirements of the generators being purchased by Stillwater Township. The bidder must state the location of this authorized service center which shall be **within twenty five miles (25) miles of 964 Stillwater Road, Newton, NJ.**

11. **USE OF BRAND NAMES**

Whenever in these specifications a brand or manufacturer's name is utilized, same is included for descriptive purposes only, and products equivalent to that provided by the individual brand or manufacturer's name may be substituted provided that documentation satisfactory to Township of Stillwater is furnished establishing such equivalency.

## CHECKLIST

### **Emergency Generator for the Stillwater Township Municipal Building and one 500 gallon propane tank**

The bidder shall submit, with the Bid Form, the following items Mandatory for Bid Proposal. In order to be considered an adequate submission, each item must meet the requirements of the relevant statute and must be legally binding on the bidder.

**By initialing the entries herein, the bidder indicates that the required items have been included with the Bid Form as required herein.**

	<u>Page</u>
<input type="checkbox"/> Bid Form .....	12
<input type="checkbox"/> Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents .....	14
<input type="checkbox"/> Bidder's Business Registration Certificate .....	15
<input type="checkbox"/> Bidder's Public Works Contractor's Registration Certificate .....	15
<input type="checkbox"/> Disclosure Statement .....	16
<input type="checkbox"/> Statement of Compliance .....	17
<input type="checkbox"/> Certification .....	18
<input type="checkbox"/> Statement of Ownership .....	19
<input type="checkbox"/> Exceptions to Specifications .....	20
<input type="checkbox"/> Non-Collusion Affidavit .....	21
<input type="checkbox"/> Stockholders Statement .....	22
<input type="checkbox"/> Bid Guarantee Statement .....	23
<input type="checkbox"/> No Bid Response Form .....	24
<input type="checkbox"/> Affirmative Action Instructions .....	25
<input type="checkbox"/> Affirmative Action Questionnaire and Affidavit .....	27
<input type="checkbox"/> Consent of Surety .....	30

<input type="checkbox"/> References .....	32
<input type="checkbox"/> Certification of Contract (Corporation, Partnership, Individual or Limited Liability Company) .....	33
<input type="checkbox"/> Warranty Information ( <b>to be provided on Bidder's letterhead</b> )	
<input type="checkbox"/> Financial Responsibility Form.....	37
<input type="checkbox"/> Bidder Qualification Statement.....	38
<input type="checkbox"/> Equipment Certification .....	39
<input type="checkbox"/> Certification of Bidder's Status on The State Treasurer's List of Debarred, Suspended and Disqualified Bidders.....	40
<input type="checkbox"/> Disclosure of Investment Activities in Iran.....	41
<input type="checkbox"/> Subcontractors.....	42
<input type="checkbox"/> Proposed Contract.....	43

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

If Corporation, Limited Liability Company or Partnership, State Title

**BID FORM**

**TOWNSHIP OF STILLWATER**

**Township of Stillwater  
964 Stillwater Road  
Newton, NJ 07860**

FOR THE PURCHASE AND INSTALLATION OF:

**Emergency Generator for the Stillwater Township Municipal Building and one 500 gallon propane tank**

We hereby certify that we are the only person or persons interested in this bid that is made without collusion with any person, firm or corporation making another bid for the same contract, that the bid is in all respects fair and that no officer of the members of the Township of Stillwater, or any person in the employ of said members is directly or indirectly interested in this bid or in the supplies or work to which it relates, or in the profits of any portion thereof.

We further declare that we have carefully examined the information for Bidders, Specifications, and Contract form herein referred to and propose to furnish and deliver all necessary work specified and in the manner and time prescribed, and further understand that all work is to be furnished at the following price:

Price in Words: \_\_\_\_\_

Price in Numbers: \$\_\_\_\_\_

It is further proposed to execute the Form of Contract within twenty one (21) days after receiving notice from the owner, to guarantee all the work furnished under this contract, and to replace any work which may be rejected by reason being defective.

Accompanying this proposal is a certified check or Money Order, Bid Bond, made payable to the Township of Stillwater in the sum of:

\$\_\_\_\_\_ (not less than ten (10%) percent of the amount of bid but not in excess of \$20,000) which the undersigned agrees) to be forfeited as liquidated damages and not as penalty of the contract is awarded to the undersigned and the undersigned fail(s) to execute the contract within the stipulated time, otherwise the check, money order, or bid bond will be returned to the undersigned.

Do additional discounts apply? If so, state the basis for and the amount of such discount.

\_\_\_\_\_

The Undersigned is:      Individual      Partnership      Corporation  
(circle one)

Limited Liability Company



**BIDDER'S ACKNOWLEDGMENT OF RECEIPT OF NOTICES,  
REVISIONS OR ADDENDA TO THE ADVERTISEMENT OR BID  
DOCUMENTS**

The undersigned bidder acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

Notice, Revisions or Addenda No.	Date of Notice, Revisions or Addenda
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If this form does not apply, check this box and initial this form. \_\_\_\_\_

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and cannot be cured.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

Dated: \_\_\_\_\_, 2015

## **BIDDER'S BUSINESS REGISTRATION CERTIFICATE**

Bidders and their subcontractors, if any, must comply with the provisions of P.L. 2004 c.57 (N.J.S.A. 52:32-44) and submit proof that the bidder is registered with the New Jersey Department of the Treasury, Division of Revenue by including a copy of the Business Registration Certificate issued to the bidder and any subcontractor by the Division of Revenue in the Bid Package returned to the Township.

The only acceptable proof is the "Business Registration Certificate" provided by the New Jersey Division of Revenue.

## **BIDDER'S PUBLIC WORKS CONTRACTOR'S REGISTRATION CERTIFICATE**

Bidders and their subcontractors, if any, must comply with the provisions of P.L. 2004 c.101 (N.J.S.A. 34:11-56.51) and submit proof that the bidder is registered with the New Jersey Department of Labor and Work Force Development by including a copy of the Public Works Contractor's Registration Certificate issued to the bidder and any subcontractor by the New Jersey Department of Labor and Work Force Development in the Bid Package returned to the Township.

The only acceptable proof is the "Public Works Contractor's Registration Certificate" provided by the New Jersey Department of Labor and Work Force Development.

**DISCLOSURE STATEMENT**

The undersigned is: \_\_\_\_\_ An Individual  
\_\_\_\_\_ A Partnership  
\_\_\_\_\_ A Corporation  
\_\_\_\_\_ A Limited Liability Company

Under the laws of the State of:

Having its principal office at:

By: \_\_\_\_\_  
(Signature of Individual, Partner, Officer  
or Member Signing the Proposal.)

Title:

(Affix Seal Here)  
(Required if bidder is a Corporation)

If a Partnership or a Corporation, give the names of the partners, or all officers of the Corporation with the address of each, as appropriate. Additionally, if the organization is a Limited Liability Company, give the names of the members of the L.L.C. and their addresses:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

**STATEMENT OF COMPLIANCE**

The following information must be supplied, and the statements notarized and witnessed, by a Notary Public, licensed in the State of New Jersey.

1. The specifications, as presented herein, have been strictly adhered to. All alternates to these specifications are listed on a separate page in the proposal, with reference to the page and section title for which the exception is taken. If exceptions are taken, and alternates or equivalents not listed, we understand that it will be grounds for not accepting the bid.

2. All information, as required, has been included in the proposal. "I (we) do solemnly swear that the enclosed information is correct and true to the best of my (our) knowledge. I (We) also do swear that no information has been omitted from this proposal in order to present the proposal in a more favorable position."

"I (We) also do swear that all alternates and clarifications to the specifications have been listed in my (our) proposal".

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Notary Seal

\_\_\_\_\_  
Notary Public

## CERTIFICATION

I/we hereby certify that I/we have read the General Specification and have become familiar with all the contents thereof, and that the bid of:

\_\_\_\_\_ (Bidder's Name)

attached hereto, is submitted in strict accordance with said conditions, instructions and specifications, being aware that said instructions are binding and become a part of this bid.

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_  
Signature of Authorized Agent

Dated: \_\_\_\_\_

**STATEMENT OF OWNERSHIP**

Bidder shall state the names and addresses of all person's owning ten (10%) percent or greater interest therein in the proposal, in compliance with P.L. 1977, Chapter 33, effective March 8, 1977, are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
**BIDDER**

## EXCEPTIONS TO SPECIFICATIONS

Any exceptions to the specifications provided shall be stated below:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

Attach additional sheets if necessary.

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY )

ss.:

COUNTY OF SUSSEX )

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making the Proposal for the above named project, and that I executed the Proposal with full authority so to do; the bidder has not, directly or indirectly, entered into any agreements, 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 the Proposal and in the affidavit are true and correct, all made with full knowledge that the Township of Stillwater relies upon the truth of the statements contained in the Proposal and in the statements contained in this affidavit in awarding the contract for the 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:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Title)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015.

(AFFIX SEAL HERE)

(Affidavit Signature)  
(Also type or print name of affiant under  
signature)

Notary Public of

My Commission Expires on

## STOCKHOLDERS STATEMENT

In accordance with N.J.S.A. 52:25-24.2, every corporation and/or partnership submitting a bid, shall prior to the receipt of the bid by the Township Clerk, or accompanying the bid, submit a statement setting forth the names and addresses of all stockholders in the corporation or partners in the partnership, who own ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10)% percent or greater interest therein, as the case may be.

If one or more stockholders, or partners, is itself a corporation or partnership, the stockholders holding ten (10%) percent or more of that corporations' stock, or the individual partners owning ten (10%) percent or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner exceeding the ten (10%) percent ownership criteria established by this notice, shall have been listed. If no stockholder owns more than ten (10%) percent, note by stating "None". The Stockholders form is located in the Contract Document Forms section.

*Name of Corporation or Partnership:*

*Principal place of Business:*

*List of Stockholders with 10% or more interest:*

Name	Address	Percent Ownership
------	---------	-------------------

**BID GUARANTEE STATEMENT**

**Emergency Generator for the Stillwater Township Municipal Building and one 500 gallon propane tank**

A guarantee is accompanying this bid in the amount of \_\_\_\_\_ and is one of the following options:

- 1. Certified Check
- 2. Cashier's Check
- 3. Bid Bond

from a reputable Insurance Company which the undersigned agrees is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned, and the undersigned shall fail to execute the contract for the project or furnish the performance bond required within the stipulated time, otherwise the guaranty will be returned to the undersigned.

The undersigned is:

- 1. an individual
- 2. a partnership
- 3. a corporation
- 4. a limited liability company;  
**(circle one)**

under the laws of the State of \_\_\_\_\_ having principal offices at:

(authorized signature)

(type or print name)

Position:

Company:

Address:

Dated: \_\_\_\_\_, 2015

\*\*\*\*\*  
**NOTE: ATTACH BID BOND OR CHECK HERE**  
\*\*\*\*\*

**NO BID RESPONSE FORM**

Project Name: **Emergency Generator for the Stillwater Township Municipal Building and one 500 gallon propane tank**

Bid Opening Date: Tuesday, December, 2015 at 10:00 am

We are not submitting a bid for the following reason(s):

- ( ) Cannot comply with specifications
- ( ) Unable to meet delivery
- ( ) Cannot comply with terms/conditions: (Please state which ones.)

\_\_\_\_\_

- ( ) Do not sell/manufacture type of items involved
- ( ) Not interested at this time
- ( ) Other (Please specify)\_\_\_\_\_

\_\_\_\_\_

( ) We do ( ) do not ( ) want to remain on the mailing list for future bids.

Please make any changes, if necessary:

\_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Contact Person)

\_\_\_\_\_ (Telephone Number)

\_\_\_\_\_ (Fax Number)

PLEASE RETURN TO:

Lynda Knott, Clerk  
**Stillwater Township**  
Municipal Building  
133 Route 645  
Stillwater, NJ 07860

## **AFFIRMATIVE ACTION INSTRUCTIONS**

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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such 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, sex, affectional or sexual orientation. 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 act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action office 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 Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

All bidders and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to Or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975. c. 127), one of the following three documents:

- A. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program: or
- B. A certificate of employee information report approval issued in accordance with N.J.A.C 17:27-4:
- C. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AFFIRMATIVE ACTION QUESTIONNAIRE**  
**AND INFORMATION FORM FOR PROCUREMENT AND SERVICE**  
**CONTRACT**

Please complete the following questions and return with your bid. In the event that your firm is awarded the contract, this information will be used to provide your office with the necessary forms and will serve as a checklist to insure that all required documentation is submitted.

Does your firm have:

- |                                    |       |       |
|------------------------------------|-------|-------|
| A. Fifty (50) or more employees?   | _____ | _____ |
|                                    | Yes   | No    |
| B. Less than fifty (50) employees? | _____ | _____ |
|                                    | Yes   | No    |

Fill out Part A if your firm has 50 or more employees.  
 Fill out Part B if your firm has less than 50 employees.

DO NOT submit any documentation or complete any forms at this time. ONLY answer the questions and sign the certification.

\*\*\*\*\*

**PART A – CONTRACT WITH 50 OR MORE EMPLOYEES**

1. Does your firm have an existing federally-approved Affirmative Action Program?
 

_____	_____
Yes	No

  - A. If YES, a photostatic copy of this letter of approval will be required to be submitted to the Public Agency.
  - B. If NO, answer Question No. 2
  
2. Does your firm have a New Jersey Certificate of Employee Information Report Approval?
 

_____	_____
Yes	No

If YES, a photostatic copy of this certificate of approval will be required to be submitted to the Public Agency.

3. If your answers to Questions 1 and 2 are NO, you will be required to submit a completed Employee Information Report (Form AA302). You will be required to distribute the copies as designated on the Form (2- Affirmative Action Office, 1- Public Agency, 1- retained by Contractor)

**AFFIRMATIVE ACTION QUESTIONNAIRE**  
**AND INFORMATION FORM FOR PROCUREMENT AND SERVICE**  
**CONTRACT (continued)**

\*\*\*\*\*

PART B – CONTRACTOR WITH LESS THAN 50 EMPLOYEES

If your firm has less than 50 employees, you will be required to submit an Affidavit to that effect to the Public Agency.

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

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY}

COUNTY OF \_\_\_\_\_ } s.s.:

**Emergency Generator for the Stillwater Township Municipal Building and one 500 gallon propane tank**

I, \_\_\_\_\_, of the Town/City of \_\_\_\_\_ in the State of \_\_\_\_\_ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of \_\_\_\_\_, the bidder submitting the Bid Proposal for the above named project, in the capacity of \_\_\_\_\_ (title), and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

\_\_\_\_\_  
**Name of Firm or Individual**

**Title**

\_\_\_\_\_  
**Signature**

**Date**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public of New Jersey.

## REQUIREMENT FOR CONSENT OF SURETY

The Contractor bidding this single overall contract shall furnish to Township of Stillwater Certificates of Surety for a Performance Bond for an amount equal to one hundred (100%) percent of the Bid price, and for a Payment Bond for an amount equal to one hundred (100%) of the Bid price. Certificates of Surety may be supplied by the Bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling the required amounts. Certificates of Surety and Bonds shall be on the forms included in the Contract Documents.

## CONSENT OF SURETY

WHEREAS the Contractor named below has requested that the undersigned Surety Company provide the bonds required by this Contract of Township of Stillwater, Sussex County, New Jersey, for an Emergency Generator for the Stillwater Township Municipal Building.

WHEREAS the undersigned Surety Company desires to provide a statement as required by the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-22, that it will provide the bonds in the forms and amounts required;

NOW THEREFORE, in consideration of the premises and One Dollar (\$1.00), lawful money of the United States to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned Surety Company hereby certifies and agrees that this Contract of Township of Stillwater, Sussex County, New Jersey, for **Emergency Generator for the Stillwater Township Municipal Building and one 500 gallon propane tank**, be awarded to the Contractor named below;

It will become bound as surety and guarantor, in a penal sum equal to one hundred (100%) percent of the Contractor's accepted bid for this Contract, for the faithful performance of the Contract according to its terms and conditions. It will become bound as surety and guarantor, in a penal sum equal to one hundred (100%) percent of the Contractor's accepted bid for his Contract, for the payment of all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of the Contract, such guarantee to remain in effect through the end of the period within which such claims must be asserted under the New Jersey Municipal Mechanics' Lien Law; and

It will become bound as surety and guarantor, in a penal sum equal to one hundred (100%) percent of the Contract Price for this Contract, for the faithful performance of the work required under the Article of the General Conditions entitled "Guarantee" the bond to remain in effect through the end of the Maintenance Period; and

The undersigned surety agrees to execute the bonds as surety and will delivery them to the Township under the Contract as obligee, upon the demand of the Township.

Name and Address of Principal (Contractor):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID AMOUNT**

Amount in Figures

Amount in Words \_\_\_\_\_

\$ \_\_\_\_\_

IN WITNESS WHEREOF the Surety Company has caused these presents to be signed and attested by its duly authorized representatives and its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Attest:

Surety Company

\_\_\_\_\_

By: \_\_\_\_\_

**Note: A corporate acknowledgement of the Surety Company and evidence of the authority of the signer is to be attached hereto by the Surety Company.**

## REFERENCES

**Emergency Generator for the Stillwater Township Municipal Building and one 500 gallon propane tank**

<u>Name of Owner</u>	<u>Date of Work</u>	<u>Contact Name/Phone No.</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

**TOWNSHIP OF STILLWATER, NEW JERSEY**

**CONTRACT FORMS**

Applicable form must be signed and returned with bid.

**CERTIFICATION OF CONTRACT - CORPORATION**

The signature of the corporation attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Stillwater completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township of Stillwater and is the contract that takes effect on the date of the below signature.

(name of corporation)

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_

(signature)

(type or print name and title)

(corporate seal)

(address)

ATTEST:

(signature)

(city/state)

(zip code)

\_\_\_\_\_  
(type or print name/title)

(\_\_\_\_\_)  
(telephone)

\*\*\*\*\*

The above offer is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**TOWNSHIP OF STILLWATER**

ATTEST:

\_\_\_\_\_  
Lynda Knott, RMC

By: \_\_\_\_\_  
George Scott, Mayor

**CERTIFICATION OF CONTRACT - PARTNERSHIP**

The signature of the partnership attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Stillwater completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Mayor of the Township of Stillwater and is the contract that takes effect on the date of the below signature.

(name of partnership)

Dated: \_\_\_\_\_

\_\_\_\_\_

(signature)

(type or print name)

Signed and sealed  
in the presence of:

(address)

(name)

(city/state) (zip code)

(\_\_\_\_\_)   
 (telephone)

\*\*\*\*\*

The above offer is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, 2015.

**TOWNSHIP OF STILLWATER**

ATTEST:

\_\_\_\_\_  
Lynda Knott, RMC

By: \_\_\_\_\_  
George Scott, Mayor

**CERTIFICATION OF CONTRACT - INDIVIDUAL**

The below signature of the individual attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Stillwater completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township Mayor and Committee and is the contract that takes effect on the date of the below signature.

(name of individual)

Dated: \_\_\_\_\_  
\_\_\_\_\_ (signature)

(type or print name)

Signed and sealed  
in the presence of:

(address)

(name)

(city/state) (zip code)

(\_\_\_\_\_) (telephone)

\*\*\*\*\*

The above offer is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**TOWNSHIP OF STILLWATER**

ATTEST:

\_\_\_\_\_  
Lynda Knott, RMC

By: \_\_\_\_\_  
George Scott, Mayor

**CERTIFICATION OF CONTRACT - LIMITED LIABILITY COMPANY**

The signature of the limited liability company attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the limited liability company acknowledges the person signing is duly authorized to sign and the bid is a true offer of the bidder and all declarations and statements contained in the bid are true to the best of his knowledge and belief.

The signature of the agent of Township of Stillwater completes the acceptance of the bid proposal and offer of contract submitted by the bidder to Township Committee of the Township of Stillwater, executed by the Mayor and Municipal Clerk, and is the contract that takes effect on the date of the below signature.

(name of limited liability corporation)

Dated: \_\_\_\_\_

\_\_\_\_\_

(signature)

(type or print name)

Signed and sealed  
in the presence of:

(address)

(name)

(city/state) (zip code)

( \_\_\_\_\_ )

(telephone)

\*\*\*\*\*

The above offer is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, 2015.

**TOWNSHIP OF STILLWATER**

ATTEST:

\_\_\_\_\_  
Lynda Knott, RMC

By: \_\_\_\_\_  
George Scott, Mayor

## FINANCIAL RESPONSIBILITY FORM

QUALIFICATION Questionnaire (Services)

Financial:

Individual  
 Corporation

Partnership  
 Limited Liability Company

Location of Main Office:

Name of Bank: (with account numbers)

Financial Condition as of Date:

Brief Statement of your financial condition and attach a copy of your most current financial reports.

Experience:

Length of Time in Business: \_\_\_\_\_ years

Number of Employees:

State License Number, if applicable \_\_\_\_\_(attach copy(ies))

I am ( ) am not ( ) on the New Jersey Debarred vendor list.

Minority ( ) Small Business ( ) Women Owned ( )

**BIDDER QUALIFICATION STATEMENT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Years in Emergency Standby Generator Business: \_\_\_\_\_

Miles from Township of Stillwater: \_\_\_\_\_

Initials: \_\_\_\_\_

Dated: \_\_\_\_\_

# **EQUIPMENT CERTIFICATION**

## **INSTRUCTION FOR COMPLETING THE EQUIPMENT CERTIFICATION**

If the bidder owns, leases or controls all the necessary equipment required, complete Part 1. Should the bidder not own, lease or control the necessary equipment required, complete Part 2. This certification must be attached to and submitted with the Proposal.

### **PART 1**

"This is to certify that I, the bidder signing the attached proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the contract drawings and in the contract specifications."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

### **PART 2**

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the bidder named below the control of said equipment during such time as may be required for that portion of the work described on the contract drawings and in the contract specifications for which the equipment is necessary."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner or  
Controller of Equipment

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Business Address of Above

### **LIST OF EQUIPMENT**

(Attach additional Sheet as Required)

**CERTIFICATION OF BIDDER'S STATUS ON  
THE STATE TREASURER'S LIST OF  
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder making the proposal for the above named project, that I executed the Proposal, this affidavit and all other bidding documents with full authority to do so, and that the bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: \_\_\_\_\_ Date:  
Deponent's Name

Deponent's Title

Subscribed and sworn to before me  
on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public of New Jersey

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Project: \_\_\_\_\_ Bidder: \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must 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 <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**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 parent, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determine 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 non-responsive 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.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON**

Name: \_\_\_\_\_ Relationship to Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

**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.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## SUBCONTRACTORS

The Bidder shall list the name, address and work discipline for all Subcontractors, if any. If no Subcontractors are to be utilized, the Bidder shall so indicate. If any Subcontractor is to be utilized, the Bidder shall supply with the bid the Subcontractor's Business Registration Certificate and Public Works Contractors Registration Certificate.

- No Subcontractors to be utilized
- Subcontractors shall be utilized listed below

---

Name

---

Address

---

Work Discipline

---

Name

---

Address

---

Work Discipline

---

Name

---

Address

---

Work Discipline

(Attach additional sheets as necessary)

## **CONTRACT**

This Contract made the latter of the two dates on the signature page;

**BETWEEN TOWNSHIP OF STILLWATER**, a municipal corporation of the State of New Jersey, with municipal offices located at Township of Stillwater, 964 Stillwater Road, Newton, New Jersey, 07860, ("Township of Stillwater")

**AND (CONTRACTOR)**

**WITNESSETH:** That the Township of Stillwater and the Contractor for the consideration specified below agree as follows:

**Article I: Services to be Performed:** Contractor covenants and agrees to perform the following work:

The successful bidder shall provide and install a permanent propane fueled generator, and one 500 gallon propane tank, to supply emergency backup power at the Stillwater Township Municipal Building located at 964 Stillwater Road, Newton, NJ, (Block 2301 Lot 13), Stillwater Township, NJ, in accordance with contractor's bid response documents.

All work to be performed in strict accordance with all the bid specifications established by the Township of Stillwater and the bid proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor's bid submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract. The contract documents include, but are not limited to the following:

All Bid Specifications, Terms and Conditions contained in the bid package dated **November 2015**, including the documents completed by the contractor in response to the bid

Bid Form

Bidder's Business Registration Certificate

Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents

Disclosure Statement

Statement of Compliance

Certification

Statement of Ownership

Exceptions to Specifications  
Non-Collusion Affidavit  
Stockholders Statement  
Bid Guarantee Statement & Bid Deposit  
No Bid Response Form  
Affirmative Action Instructions  
Affirmative Action Questionnaire and Affidavit  
Consent of Surety  
References  
Certification of Contract (Corporation, Partnership, Individual or Limited Liability Company)  
Financial Responsibility Form  
Bidder Qualification Statement  
Equipment Certificate  
Certification of Bidder's Status on The State Treasurer's List of Debarred, Suspended and Disqualified Bidders  
Disclosure of Investment Activities in Iran

**Article II: Contract Execution:** Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded and signed by the Township of Stillwater. Failure or neglect to execute this Contract within the period shall constitute a breach of the Contract. Contractor's breach will result in the forfeiture of Contractor's bid security. Contractor shall be responsible for all resulting damages including, but not limited to, those set forth in the bid specifications.

**Article III: Completion Date and Late Completion:** The Contractor shall complete all work within one hundred twenty (120) days of the award of contract. In the event the Contractor fails to deliver within the time frame it shall be liable to the Township of Stillwater for any and all damages incurred by the Township of Stillwater.

Contractor recognizes time is of the essence in this Contract.

Contractor shall pay a late charge to Township of Stillwater in the amount of one hundred fifty (\$150) per day for each day that the work is not completed beyond the completion date. Alternatively the Township may deduct the one hundred fifty (\$150) per day charge from the price of the work. Contractor acknowledges that this sum is reasonable.

**Article IV: Payment:** the Township of Stillwater shall pay Contractor the purchase price of \$\_\_\_\_\_ for the work.

The Township of Stillwater agrees to pay the Contractor within thirty (30) days of the approval of the invoice in accordance with N.J.S.A. 2A:30A-1 et seq. the satisfactory completion of the work.

Payments to be made in accordance with the Township of Stillwater's requirement for submission of invoices and vouchers and approval by authorized officials.

Acceptance of the final payment by the Contractor shall be understood to be a release in full of all claims against the Township of Stillwater for payment under this Contract.

**Article V: Indemnification & Independent Contractor:** The Contractor will make all payments of proper charges for the work required in accordance with the contract documents and will indemnify and save harmless the Township of Stillwater, its officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which the Township of Stillwater or any of its officers, servants, or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of its work or through the negligence of the Contractor or through any act or omission on the part of the Contractor, its agents or agent. This indemnification shall be construed as broadly as possible in favor of the Township of Stillwater.

Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.

**Article VI: Assignment or Subletting:** Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval of the Township of Stillwater.

**Article VII: Affirmative Action Requirements:** The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State. The contractor shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

**Article VIII: Performance and Payment Bond:** Contractor upon signing this Contract shall execute a one hundred (100%) percent performance and payment bond to the Township of Stillwater. The bond shall be executed by a responsible bonding company in good financial standing and authorized to do business in the State of New Jersey and must be posted and presented to the Township of Stillwater upon signing this Contract. Failure of Contractor to provide the performance and payment bond upon signing this Contract shall constitute a breach of contract. Contractor will be responsible for all damages incurred by the Township of Stillwater, if it defaults. The Township of Stillwater's recourse is not limited solely to seeking payment under the bid bond.

**Article IX: Breach of Contract:** Contractor's failure to perform under this Contract, including, but not limited to failing to sign the Contract within twenty-one (21) days after the award of the Contract, or failure to perform in conformity with this Contract or otherwise, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by the Township of Stillwater. Contractor shall also

be responsible for all reasonable attorney's fees and costs incurred by the Township of Stillwater in enforcing the terms of this Contract.

**Article X: Warranties:** Contractor warrants that all work performed shall be in accordance with all applicable laws and regulations regarding the work. The Contractor shall guarantee that the materials and workmanship shall be free of defects for a period of two (2) years from the date of completion of the work and the contractor shall provide a two (2) year maintenance bond equal to 100% of the contract price to the Township of Stillwater upon the substantial completion of the work.

**Article XI: Buy American:** The Township of Stillwater specifically directs the Contractor's attention to N.J.S.A. 40A:13. This statute requires the Contractor to use components and parts manufactured in the United States; where available.

**Article XII: Binding Nature of Agreement:** This Contract shall be binding upon the Township of Stillwater, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

**Article XIII: Legal Compliance:** During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances, state and federal rules, regulations, statutes and directives, including, but not limited to any and all rules, regulations and statutes referred in the bid specifications.

**Article XIV: Disputes:** The parties agree that in the event of a dispute, any legal action instituted in this matter shall be in the Superior Court of New Jersey, Sussex County. The Contractor agrees and does hereby submit itself to the jurisdiction of the Court. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the Township Committee of the Township of Stillwater has caused this instrument to be signed by George Scott, Mayor; Attested by Lynda Knott, RMC, Municipal Clerk; and an authorized officer of the Contractor has signed this contract and agrees to all its terms and conditions.

**ATTEST:**

**TOWNSHIP OF STILLWATER**

\_\_\_\_\_  
Lynda Knott, Municipal Clerk

By: \_\_\_\_\_  
George Scott, Mayor

Dated: \_\_\_\_\_, 2015

**ATTEST:**

\_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

# EXHIBIT "A"

## SPECIFICATIONS

### GENERAL REQUIREMENTS

The successful bidder shall provide and install a new permanent 48 KW standby propane fueled generator, and one 500 gallon propane tank, to supply emergency backup power at the Stillwater Township Municipal Building. These shall be complete, turnkey functional systems in full compliance with all state and national electrical codes. The successful bidder shall design each emergency generator system and provide plans, specifications and shop drawings as the case may be. The plans specifications and shop drawings must be approved by the Township's Building Department and all necessary construction permits obtained. However, the Township shall waive the permit fees. The successful bidder shall provide for the startup and testing of each generator and shall provide owner's manuals for each generator. The successful bidder shall also provide onsite training to Stillwater Township Department of Public Works Employees and designated Stillwater Township Volunteer Fire Department members for the operation and maintenance of each emergency generator after start up and testing.

The minimum requirements for emergency backup generator that all bidders shall bid on are as follows:

**Stillwater Township Municipal Building  
964 Stillwater Road, Newton, NJ, Block 2301 Lot 13  
Stillwater Township, NJ**

The generator shall be a new outdoor Generac 48KW, propane powered Standby Emergency Generator, installed on a new concrete foundation on the side of the existing Municipal Building. The generator will be a LP gas (propane) fired generator and will have a new 500 gallon aboveground propane tank located away from the building. Install a new 200 AMP, service entrance rated 120/240 volt automatic transfer switch outdoors on the wall adjacent to the existing meter base. Extend existing service conduit and conductors from existing meter base to the near automatic transfer switch and connect to the line side lugs of the switch. Install conduit and conductors from generator to new transfer switch and connect to emergency lugs of transfer switch. Install conduit and conductors from load lugs of new transfer switch to existing panel main circuit breaker. Install gas piping from new tank location, underground over to new generator location and make all piping connections

The bid price shall be for the purchase and installation of the generator and transfer switch and shall include all electrical connections, installation of one 500 gallon propane tank, gas piping for propane connection, all necessary excavation and installation of concrete pad for both the generator and the propane tank.

Interested bidders may contact Lynda Knott, Municipal Clerk at 973-383-9484 between 8:00 am and 4:00 pm to arrange for a pre-bid site inspection.