

**TOWNSHIP OF GREENWICH, NEW JERSEY
BID SPECIFICATIONS**

DEMOLITION, REMOVAL AND REPLACEMENT OF CONCRETE FLOORING

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Township of Greenwich is soliciting bid proposals for the provision of the purchase of work as specified.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will be published in the South Jersey Times.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Clerk of the Township of Greenwich at the Township Municipal Building on April 16, 2019 at 7:30 p.m. Bids must be delivered by hand or by mail to John G. Carr, Esquire, Solicitor, Greenwich Township at 39 Cooper Street, Woodbury, New Jersey 08096 no later than April 16, 2019 at 4:00 p.m. Bidder is solely responsible for the timely delivery of the bid proposal. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$2,000; payable to the Township of Greenwich;
2. Non-collusion affidavit;
3. Stockholder statement of ownership;
4. Certificate of surety;
5. Bid Proposal.
6. Business Registration Certificate

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

2. DEFINITIONS

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract.

"Bid specifications" means all documents requesting bid proposals for work specified herein.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the lowest responsible bidder to whom award of the contract shall be made.

"Governing body" means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.A.C. 40A:11-2.

"Legal newspaper" means the South Jersey Times.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

A. Each document in the bid proposal must be properly completed. No bidder shall submit the requested information on any form other than those provided in these bid specifications.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Township of Greenwich in the advertisement for bids.

C. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:

a. The authorization is made in writing by a person described in sections 1 and 2 above;

b. The authorization specifies either an individual or a position having responsibility for the

overall operation of the business.

D. Any Bid Proposal that does not comply with the requirements of the bid specifications shall be rejected as non-responsive.

3.2. BID GUARANTEES

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township of Greenwich in the amount of 10% of the highest bid submitted, not to exceed two thousand dollars (\$2,000.00) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Township of Greenwich.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Township of Greenwich.

3.4. "OR EQUAL" SUBSTITUTIONS

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Township of Greenwich, unless specifically agreed upon by the Township of Greenwich.

3.5. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract.

3.7. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township of Greenwich agrees to the assignment or other disposition.

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Township of Greenwich shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 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 period as may be agreed. All bidders will be notified of the Township of Greenwich's decision.

B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.

C. The Township of Greenwich reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof.

D. The Township of Greenwich reserves the right to reject all bids submitted without cause or reason.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Township of Greenwich shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Township of Greenwich to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Township of Greenwich shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4. AFFIRMATIVE ACTION REQUIREMENTS

A. If awarded a contract, the successful bidder 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 et seq.

B. Within seven days after receipt of notification of the Township of Greenwich's intent to award any contract the contractor must submit one of the following to the contracting unit:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.

2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.

3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

C. If the Contractor does not submit the affirmative action document within the required time period the Township of Greenwich may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Township of Greenwich to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.5 AMERICANS WITH DISABILITY ACT

4.5.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

4.5.2 The vendor and the Township of Greenwich (hereafter, Township) 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 Township pursuant to this contract, the vendor agrees that the performance shall be in strict compliance with the Act. In the event that the vendor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the vendor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The vendor shall indemnify, protect and save harmless the Township, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The vendor shall, at its own expense, appear, defend and pay any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the vendor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If

any action or administrative proceeding results in an award of damage against the Township or if the Township incurs any expense to cure a violation of the A.D.A. which has been brought pursuant to its grievance procedure, the vender shall satisfy and discharge the same at its own expense.

4.5.3 The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the vendor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the vendor every demand, complaint, notice, summons, pleading or other process received by the Township or its representatives.

- a. It is expressly agreed and understood that any approval by the Township of the services provided by the Township pursuant to this contract will not relieve the Township of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the Township pursuant to this paragraph.
- b. It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the vendor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the vendor's obligations assumed in this agreement, nor shall they be construed to relieve the vendor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

5.1 SPECIFICATIONS

See Annexed "A"

The specifications herein describe the minimum acceptable features and performance requirements for contractor. Bidders must thoroughly read and understand these specifications prior to proposal submission. All proposals must be submitted on the forms provided. Bidders shall complete the specification column with a check mark to indicate if the item being proposed by the Bidder is exactly as specified. If an item is left blank, the Township will assume the Bidder cannot meet the specifications and may cause rejection of the proposal. By not placing a check next to the item, the Bidder states that the product being proposed does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". The Township of Greenwich will be the sole entity in determining "Variations" or "Exceptions" that are acceptable or provides just cause for rejecting submission. If the Township determines by any means that exceptions exist which were not identified on such list, then that proposal will be disqualified as being non-responsive. If no exceptions are taken, it will be

6.2 STOCKHOLDER STATEMENT OF OWNERSHIP

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PACKAGE

STOCKHOLDER DISCLOSURE STATEMENT

Name of Business: _____

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

OR

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

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

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

(Affiant)

(Notary Public)

My Commission expires:

(Print name & title of affiant)

(Corporate Seal)

6.3 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } s.s.: [PROJECT NAME]

I, [NAME OF AFFIANT], of the City of _____ in the State (Commonwealth) 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 [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the capacity of [TITLE OF AFFIANT], and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township of Greenwich rely upon the truth of the statements contained in this affidavit and in said bid Proposal 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 the [NAME OF BIDDER].

Name of Firm or Individual **Title**

Signature **Date**

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

Notary Public of
My Commission expires _____, 20__.

6.5.

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: [PROJECT NAME]

I, [NAME OF AFFIANT], of the City of _____ in the State [Commonwealth] 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 [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the capacity of [TITLE OF AFFIANT], 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 ____ 20__.

Notary Public of

My Commission expires _____, 20__.

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, 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.

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 the 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).

**THE TOWNSHIP OF GREENWICH
CUMBERLAND COUNTY
NEW JERSEY**

DEMOLOTION, REMOVAL AND REPLACEMENT OF CONCRETE FLOORING

PROPOSAL FORM

In accordance with your Notice to Bidders, the Bid Proposal, General Instructions, Conditions & Specifications, we wish to bid the following:

<u>Quantity</u>	<u>Description of Service to be Provided</u>	<u>Total Amount of the Contract</u>
_____	<u>Demolition, Removal and Repacement of Concrete Flooring</u>	\$ _____

(Name of Individual)

(Title of Individual)

(Signature of Individual)

_____/_____/_____
(Dated)

(Name of the Firm/Company)