

TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY

SPECIFICATIONS AND PROPOSAL

FOR

UTILITY PUMP STATIONS MAINTENANCE & REPAIR

BID # 23-15

BIDS TO BE RECEIVED ON OR BEFORE 2:00 P.M.

THURSDAY, AUGUST 17, 2023

AT

SOUTH BRUNSWICK TOWNSHIP MUNICIPAL BUILDING

MONMOUTH JUNCTION, NEW JERSEY 08852

**Angela Socio
PURCHASING AGENT**

NOTICE TO BIDDERS

The Township of South Brunswick invites sealed bids for:

<u>Bid No.</u>	<u>Item</u>
23-15	Utility Pump Station Maintenance & Repair

Bids will be opened and read by the Purchasing Agent at the Municipal Building, 540 Ridge Road, Monmouth Junction, New Jersey on **Thursday, August 17, 2023** at 2:00 PM prevailing time. All bids must be addressed and delivered to the Purchasing Agent on or by the designated hour.

Specifications may be obtained from the Township's Finance Office by calling 732-329-4000 ext. 7304.

Bids shall be enclosed in a sealed envelope addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852. The contract number and name must be printed on the face of the envelope.

Bids shall be made upon the Standard Proposal Form. Any bid guarantee required will be so specified in the bid documents for that item.

Attention is called to the Federal requirements regarding employment non-discrimination and safety and wage rates.

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

Angela Socio
Purchasing Agent

To be advertised: **August 1, 2023**
Home News Tribune

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT AND SERVICE CONTRACT

1. Sealed proposals will be received by the Office of the Purchasing Agent at the Municipal Building, 540 Ridge Road; Monmouth Junction, in the County of Middlesex and the State of New Jersey on **Thursday August 17, 2023**. Bidders shall be responsible to carefully examine the specifications enclosed herein as well as the conditions under which the **“Utility Pump Stations Maintenance and Repair”** will be purchased. Failure to offer a complete bid, or meet all sections of this invitation, may be deemed just cause for rejection of a bid as not meeting specifications.
2. All bids must be submitted on the attached bidding form furnished by the Township and must be placed in a sealed envelope, plainly marked on the outside, **“Bid for Utility Pump Stations Maintenance and Repair.”** If mailed to the Township, the bid shall be addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852 and shall be plainly marked, **“Bid For Utility Pump Stations Maintenance and Repair.”** All bids shall be received prior to or at the time of bid opening, 2:00 p.m. local time. The Township will not assume any responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Township Official on the hour and at the place designated. Only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.
3. Bidders or their authorized agents are invited to be present when the bids are opened and read publicly at the time specified. No bid may be withdrawn after the specified opening time and date without loss of bid surety, and all bids become the property of South Brunswick Township and will not be returned to the bidders.
4. Bidders are to submit the non-collusion affidavit with the bid proposal form.
5. Bids will be received and awarded in accordance with Chapter 198 of the Public Laws of 1971, commonly referred to as the Local Public Contract Laws. **(N.J.S.A. 40A:11-1, et. seq.)**
6. The Township reserves the right to reject any or all bids if the Township deems such action to be in the best interest of the Township.
7. A certification of Contractor Non-Conflict of Interest, shall be completed and attached to the bid proposal.

8. A bid bond is not required.

9. The Township Council reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any proposal accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

The Township Council will award the bid at a public meeting within sixty (60) days after the opening date. The successful bidder will be the one whose product is judged to best serve the interests of the Township when price, product and service are all considered. Bids will be awarded in accordance with Paragraphs 5, 16, 34, and 35.

The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award on the total bid to the bidder whose total sum is the low bid meeting specifications, whichever in the awarding authority's opinion is in the best interest of the Township.

10. The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of South Brunswick.

11. It is understood by all parties that if, during the life of the contract, the contractor disposes of his business concern by acquisition, merger, sale and/or transfer or by any means conveys his interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit a performance bond in the amount of the open balance of the contract.

12. No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Each and every request for an interpretation shall be made in writing and addressed and forwarded to the Purchasing Officer who may send a written instruction to all bidders.

13. The Township reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective bidder as prescribed by law.

14. Bidders shall insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B. destination.

No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors convenience when a single shipment is ordered.

15. Delivery date of the system must be specified on the Bid Proposal Form.

16. All items must conform to the stated description and specifications. Where a special trade name or catalog name and number is specified, bidders may quote on equivalent items, but they must specify the make, identification number, and size of the same, and submit samples thereof to the Township upon request. Failure to show such additional information shall preclude the bidder from furnishing items other than those meeting the standard specifications. In the attached list of specifications, the use of a name of a manufacturer, or any specific brand or make in describing the items does not restrict bidders to that manufacturer or specific article desired; but the goods and materials on which bids are submitted must be of equal quality to those referred to and bidders must affirmatively certify to that fact, and specify that brand or make of article offered. The Township shall determine the equivalence of substitute articles and accept or reject same.

17. The make, identification number and size of articles shall be stated by the bidder when not contained in the list description and specifications.

18. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with New Jersey Statutes Annotated 40A:11-18.

19. All the plans and specifications in the bid package for **Bid No. 23-15**, together with any addendum issued thereafter, shall become part of the contract awarded to the successful bidder.

20. Each bidder must submit with the bid a letter of Federal approval or Certificate of Employee Information Report approval, or Form AA-302 must be completed upon the award of the bid.

21. The attached proposal sheet(s) constitutes an approximate quantity for each item for bidders information only, and no warranty is given or implied as to the item or total quantity that will be purchased. The Township reserves the right to increase quantities by 20% at the unit price bid.

22. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices are to be inserted in spaces provided.

With the exception of power of attorney forms attached to bid bonds and consent of surety forms, only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.

23. Failure to sign the bid proposal or give all information requested may result in the bid being rejected.

24. Delivery shall be made in the stated qualities and to the designation as stated on Purchase Orders.

25. Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Council at a subsequent regular meeting. The voucher will be certified correct by the department head who receives the goods or services.

26. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Township.

No help for unloading of deliveries can be provided by the Township Council. Suppliers shall notify their truckers accordingly.

The Township is exempt from any sale, excise or Federal transportation taxes and the provisions of the Federal Robinson Patman Act.

27. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a disclosure statement. The disclosure statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

THE ATTACHED DISCLOSURE STATEMENT SHALL BE COMPLETED AND ATTACHED TO THE BID PROPOSAL.

28. The effective period for the contract will be one year unless noted otherwise in the specifications. Continuation of the terms of this contract beyond December 31st is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township of South Brunswick reserves the right to cancel this contract.

29. All applicable State and Federal regulations are to be met by the successful bidder, including prevailing and minimum wage regulations. It is expected that all hourly rates used to calculate the bid will be prevailing wage rates.

30. **A Performance Bond Is not required.**

31.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection- al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be

limited to the following: employment, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice- ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan

Approval; Certificate of Employee Information

Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring program for conducting a compliance investigation pursuant to N.J .A.C. 17:27-1.1 et seq.

32. Insurance Requirements.

A. General Instructions. (1) The successful bidder shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the successful bidder and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the successful bidder and his subcontractors to the Purchasing Agent and the Township Engineer within twenty-one (21) days after execution of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of South Brunswick, authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of South Brunswick as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30)

days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The successful bidder and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The successful bidder shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

General Liability: \$1,000,000 per occurrence combined
single limit for bodily injury and
property damage.

Property Damage: \$1,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverages:

- (1) The coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to

protect the successful bidder against claims arising out of operations performed by his subcontractors.

- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverages, with the same extensions, as are required of the successful bidder.

D. Automobile Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence.
Property Damage:	\$500,000 per occurrence.

E. Responsibility of the Contractor. The successful bidder and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

33. Worker and Community Right to Know. The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983, Chapter 315, Worker and Community Right to Know Act", subsection b. section 14. Further, all applicable Material Safety Data Sheets (MSDA), a/k/a hazardous substance fact sheet, must be furnished to the Township of South Brunswick.

34. When two or more bids are equal in all respects, and offer equal prices and are the lowest responsible bids or proposals, the township may award the contract to the bidder whose response, in the discretion of the township, is the most advantageous, price and other factors considered.

35. Where applicable, if there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. Where applicable, if there is a

discrepancy whereby the unit price written in words or figures is less than the unit price shown in parentheses, i.e. (Note: not less than \$1.00 per unit), the unit price shown in parentheses shall govern. Where applicable, if there is a discrepancy in the Extended Total of any item, the correct total shall be determined by multiplying the estimated quantity by the unit price written in words and the resulting total shall govern. The correct Extended Total for each item shall then be added to obtain the "Bid Total" or "Total Base Bid" whichever is applicable.

36.

**AMERICANS WITH DISABILITIES
Equal Opportunity for Individuals with Disability.**

The CONTRACTOR and the OWNER 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 OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant of its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

37. New Jersey Business Registration Requirements

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;

2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

All bidders must submit a valid registration at time of award of contract.

Signature _____ **Date** _____
Printed Name & Title _____

**38. The Public Works Contractor Registration Act
(P.L. 1999, s. 238, as amended by P.L. 2003, c.91)**

No contractor shall bid on any contract for public work as defined by c.34:11-56.26 unless they have been registered under the Public Works Contractor Registration Act. Subcontractors shall not be listed in the bid proposal unless they too have been registered under the Act. No contractor or subcontractor shall perform any public work subject to the contract, unless the contractor or subcontractor is registered under the Act.

A copy of the contractor's registration must be submitted with the bid package at the appropriate time and place of the bid opening.

After the bid is made and prior to the award of the contract, each contractor shall submit to the Township of South Brunswick, the certificate of registration for all subcontractors. Applications for the registration will not be accepted as a substitute for the certificate of registration.

Signature _____ **Date** _____
Printed Name & Title _____

**CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA
OR BELARUS PURSUANT TO
P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

NJ Rev. 3.29.2022

**SPECIFICATIONS AND PROPOSAL
UTILITY DIVISION PUMP STATIONS - MAINTENANCE AND REPAIR**

SCOPE OF WORK

These specifications provide for maintenance and repair of Utility Division pumping stations through two categories of work - Control Technician and Mechanical Repairs. The contractor(s) for Category A must have a New Jersey State License for electrical work. Award of contract shall be by category.

The contractor(s) shall furnish all of the labor, supervision, materials, tools and supplies required to perform repairs, new installations and calibrations where and when directed. Work to be performed on a time and material basis at the following, but not limited to, pump stations and meter stations. It is understood the contractor(s) is obligated to perform said work upon his acceptance of written and/or verbal authorization as issued.

The work to be completed under this contract shall include, but not be limited to, the maintenance, repair and overhauling of: blowers, compressors, centrifugal pumps, valves, heaters, fans, and comminutors; and electrical controls and wiring; and contractor(s) shall be able to certify and calibrate sewage flow meter equipment.

Facility Locations - Utilities (Water & Sewer) Divisions: Utility Offices; Storage Buildings; Work Shops

Pump Station #

- 2 Friendship Road, Dayton
- 3 Woodland Way, Monmouth Junction
- 4 Ridge Rd., Monmouth Junction
- 5 Stillwell Rd., Kendall Park
- 7 Pyne Rd., Kendall Park
- 9 Broadway Rd and RT 130, Dayton
- 10 Lawrence Brook and RT 130, Deans
- 11 Parker Rd., south, Plainsboro
- 12 Melrich Rd., Dayton
- 13 Edly's Lane, No. Brunswick
- 14 Barclay Square, Plainsboro
- 19 Route 535, Dayton
- 20 Junction Village, Monmouth Junction
- 22 Debra Drive, Monmouth Junction
- 24 Heather Knolls, Monmouth Junction
- 25 West Windsor-Plainsboro Schools, Plainsboro

In addition to the award of a primary service company for both category A & B, a second award may be awarded to provide the required services as a backup service company in each category should the primary company be unable or unavailable to provide service as requested.

All contracts shall be for two (2) years.

Contract Extension

Any contract for services, the statutory length of which is for three years or less, may be extended for no more than one two year or two one year extensions, but in no event for more than a total of five consecutive years. Any such extension can only be by resolution of the Township Council upon finding by the council that the services already provided have been performed in an effective and efficient manner. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. All terms and conditions of the contract shall remain substantially the same. Any such extension of the contract shall be done prior to the expiration of the contract.

[Note] South Brunswick may add or delete sites as required.

South Brunswick Township directs, when called to work, one (1) mechanic or technician to be sent unless a larger crew is requested, or approval is given before hand.

QUALIFICATIONS

EXPERIENCE

The Mechanical Contractor and Control Technician must have a minimum of five (5) years experience servicing and repairing utility pumping stations.

The successful Electrical / Control Technician must have, on his staff, in-house licensed electricians who are factory trained to service control equipment owned by the Township such as, but not limited to, Autocon, and Safronics variable speed controllers, Allen Bradley, Modicon PLC's, SCADA systems, Toshiba VFD, Square D VFD and GE Equipment. Contractor must be capable of making circuit board level repairs to this equipment.

MACHINE SHOP

As an essential part of this specification, Category B, it will be necessary for the contractor(s) to possess and maintain a FULLY EQUIPPED machine shop and employ experienced machinists. The shop shall contain, as a minimum, such equipment as:

- | | |
|-------------------------------------|---|
| a. Engine Lathe - minimum 20" swing | i. Spray Welding Equipment |
| b. Drill Press | j. Precision Instruments |
| c. Milling Machine | k. Fabricating Equipment such as electric welder, |

- | | | |
|----|-------------|--|
| d. | Boring Mill | portable welder, burning equipment, jigs, fixtures |
| e. | Shaper | l. Dynamic Balancing Machine |
| f. | Slotter | m. Laser Alignment Equipment |
| g. | Planner | n. Hand-held Vibration Monitoring Equipment |
| h. | Grinder | |

All machines and equipment shall be of a size capable of handling the largest parts of any piece of mechanical equipment in the listed pump stations.

VEHICLES

Each mechanical contractor's fleet shall include a truck with a minimum 5 ton capacity crane.

Note: Control Technician, Category A, vehicles dispatched to the job site should be equipped with the following minimum equipment:

- a. Oscilloscope 100MHz digital storage with 100X probe.
- b. Test equipment needed to perform circuit board level repairs on site.
- c. Two (2) - 1000 volt true RMS digital multimeters with current probes.
- d. Infrared temperature sensing equipment.
- e. One (1) LCR bridge.
- f. Laptop computer with PLC programming capability for Allen Bradley SLC 500 and Modicon Momentum / Micro's, G.E. Fanuc PLC
- g. Hydraulic crimping tools.
- h. 1000V megger.

VEHICLES (equipped) - Continued

Also, an inventory of commonly needed contractors, starters, alternators, etc., and tools of the trade shall be carried. All equipment shall be in working order. Before the award of this bid, an inspection of the vendor's trucks/vans and equipment, by a Township staff member, may be required.

INSPECTION OF CONTRACTOR'S PLANT FACILITY AND FLEET

Before the bid award, the Township reserves the right to inspect the shop facility to insure that the bidder's physical plant and work force and vehicle fleet are of sufficient size and are equipped sufficiently to perform 75% of the work in the bidder's own shop.

PORTABLE POWER DRIVEN MACHINE TOOLS AND PUMPS

The contractor(s) must possess for use, when required, an assortment of appropriate portable power driven machine tools and pumps. These tools and pumps are required to perform certain field repairs and work on site.

CONSTRUCTION METHOD AND PLANT TO BE APPROVED

Before commencing work, the contractor(s) shall, when required by the Utility Division Supervisor, submit for approval his proposed methods of performing the work and an estimated time schedule. Such approval is required in order to safeguard the Township's interest but it will in no way relieve the contractor(s) of his obligation or responsibility for the safe and proper conduct of his work. Competent supervision shall be given at all times as the work demands.

SAFETY

The contractor(s) shall possess air sampling meters, air packs, rescue tripods and harnesses; shall in the performance of his work follow all OSHA, PEOSHA, New Jersey Department of Labor and other standard or legislated practices including, but not limited to, confined space training and lockout / tagout requirements. Contractor(s) will be provided a copy of South Brunswick's required Confined Space Safety Procedures and Lockout / Tagout Procedures.

Contractor(s) shall have a satisfactory safety record and shall, upon request, provide the Township copies of the contractor's in-house safety training programs. At a minimum, required programs and equipment are:

(1) Confined Space Entry Procedures; (2) Lockout/Tagout; (3) Personal Protective Equipment; (4) Hazardous Material Handling; (5) Respirators

DEBRIS REMOVAL AND WORK SITE MAINTENANCE

During the progress of work, the site should be maintained so that station operation may proceed safely and without undue interruption. At the completion of the installation, all debris shall be removed. Each contractor is cautioned that during the pursuit of his work, any damage to existing structures, piping, wiring or related items shall promptly be repaired to the specification of the Engineer and Utility Division Supervisor. Each contractor is held responsible for said repair with no additional cost to the Township.

TWENTY-FOUR HOUR SERVICE

The contractor(s) shall provide twenty-four (24) hour a day service and possess a paging system whereby qualified technicians can be contacted or provide telephone equipped vehicles for control technicians.

TESTS

Before acceptance of the work completed, such will be examined to the Utility Division Supervisor's satisfaction. Any inferior or defective work found must be corrected at the expense of the contractor(s).

WARRANTY

All work shall be subject to a repair warranty of not less than ninety (90) days against defects in materials or workmanship. All repair parts shall have the standard manufacturer's warranty for that part enforced.

SUB-CONTRACTS

No work shall be sub-contracted without the prior approval of the Township. Payment for approved sub-contract work will include an up to 10% mark-up for each contractor's overhead and profit. The contractor(s) shall, upon request, submit original invoices to substantiate the sub-contract costs. The Township reserves the right to provide its own sub-contractor(s) at its discretion with no additional payment to the contractor(s).

VIOLATION OF CONTRACT

If the contractor(s) abandons the work; or if the job time schedule as defined between the operation department and the contractor(s) prior to the initiation of work is exceeded; or in the opinion of the operating department, a contractor neglects or fails to perform the work with promptness and diligence; or shall refuse or neglect to furnish and supply enough properly skilled workmen and necessary equipment; or if he shall execute any of the work improperly, carelessly, or in bad faith; or if the contractor(s) shall default in the performance of any of the terms, conditions and provisions of the contract, the operating department may notify, in writing, the contractor(s) to remedy his neglect or default and require the contractor(s) to comply with the terms, conditions and provisions of the contract.

If the said notification is without effect forty-eight (48) hours after the delivery thereof, the operating department shall notify the Township Administrator. The Township Administrator shall have the right to declare the contractor(s) in default; to terminate the work under the contracts.

PAYMENT

The Contractor will be paid, following the performance of the work, the cost of all direct labor in accordance with the rate schedule submitted on the Proposal Page, effective for one (1) or, at the Township's option, two (2) years from date of the awarded bid.

Straight time hours are weekdays, Monday through Friday, from 8:00 AM to 4:30 PM. Overtime is defined as all other hours and including Saturdays, Sundays and contractor(s) provided Holidays.

All labor charges shall be for actual time on the job. NO PAYMENT WILL BE MADE FOR TRAVEL TIME OR MILEAGE. Bidders shall list on the proposal page all holidays for which an overtime rate will be charged.

The labor rates proposed shall include the employee's base rate, fringe benefit, taxes, insurance, direct labor costs, profit and overhead. Such overhead amounts shall include charges for time spent on, or in connection with, the work by clerks, timekeepers, and management personnel and all other indirect labor and all other charges except as, hereinafter, provided for material, subcontract, tools and equipment.

All applicable state and federal prevailing wage regulations are to be met by the successful bidder.

MATERIALS and SUB-CONTRACT WORK

The contractor(s) will be paid for sub-contract work when required and authorized at cost plus a percentage markup of up to 10% maximum.

The contractor(s) will be paid for materials and supplies when required and authorized at cost plus a percentage markup of up to 20% maximum.

INVOICES

Each contractor's application for payment shall include the following substantiating data:

- a. A report shall be submitted for each job or service order defining the location and nature and scope of work performed.
- b. Number of each class of employees, regular hours worked, overtime hours worked and rates charged. Overtime hours shall be billed as such rather than a greater number of regular hours.
- c. Itemized material list for all materials used shall be adequately described.
- d. The Township will receive a daily job sheet at the end of each day that work is done by the contractor(s). Job sheet shall show time and materials.

Billing shall take place at the completion of each work assignment. South Brunswick Township will not pay any interest.

RESPONSE

- A. Routine scheduled work: The contractor(s) shall cooperate with the Township with regards to scheduling routine repairs, maintenance, etc.
- B. Critical work and emergency needs: The contractor(s) shall respond to the job site as requested by South Brunswick Township within two (2) hours of notification of critical or emergency work needs.
- C. Failure to respond: (1) The Township reserves the right to award a dual contract, to the second lowest bidder of each category at their rates bid, to be used on a "back-up" basis if a prime contractor fails to cooperate with the Township for scheduling routine work or fails to respond adequately for emergency or critical work. (2) Upon second failure to respond for emergency

work, the Township shall consider this a violation of the contract and the Township Administrator shall have the right to consider the contract in default and shall award the time period remaining to the back-up contractor (second lowest bidder)

BID EVALUATION

For the purposes of bid evaluation, an assumed number of annual work hours shall be used for each labor classification provided with the Proposal. Bids will be reviewed and evaluated based on the estimated labor cost using the proposed labor rates and the assumed number of work hours and percent of markup.

The assumed hours, based on previous history, are for bid evaluation only and should not be considered an estimate of the number of work hours to be worked under this contract.

No bids will be considered from vendors not in compliance with the minimum qualifications described herein.

Separate contracts may be awarded for each category.

REQUIRED SUBMITTALS

Bidder shall submit with their proposal:

- a. Company holidays
- b. Names of technicians and copies of certificates of training and licenses.
- c. A list of service vehicles and crane mounted trucks.
- d. A list of major machine shop equipment and sizes.
- e. A list of machinists.
- f. A statement certifying the number of years in the utility pump station repair and maintenance business, including a list of clients with phone numbers spanning five years.

Any questions regarding these specifications and/or proposal, please call Sewer Department Supervisor Scott Cevera, at 732-329-4000, extension 7264.

SOUTH BRUNSWICK TOWNSHIP

AFFIRMATIVE ACTION QUESTIONNAIRE

**SUPPLEMENT TO BID SPECIFICATIONS FOR
PROCUREMENT AND SERVICE CONTRACTS**

No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIBLE BIDDER AND HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU WILL BE SENT THE AFFIRMATIVE ACTION DOCUMENT FOR COMPLETION PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVED SAME.

ALL FIRMS:

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED. (PROOF MUST BE SUBMITTED WITH BID.)

OR

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED. (COPY OF SAME MUST BE SUBMITTED WITH BID.)

OR

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM. (SOUTH BRUNSWICK TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A SUCCESSFUL BIDDER.)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Firm Name _____

Signature _____

Title _____

Date _____

CERTIFICATION OF CONTRACTOR

NON-CONFLICT OF INTEREST

In consideration for the contract to be entered between the Township and

_____, I hereby certify that _____

Individual or Firm

Individual or Firm

does not represent another client whose interests are in actual conflict with the Township.

I

further certify that, to the best of my knowledge, the representation of other clients of

_____ will not materially limit my representation of the Township.

Individual or Firm

During the term of this contract with the Township _____ shall not

Individual or Firm

represent any client whose representation materially limits the representation of the

Township or whose interests are in actual conflict with the Township's interests.

The existence of a conflict of interest contrary to the certification above shall be a breach

of the contract. It shall also entitle the Township to expose _____ to any

Individual or Firm

penal statutes pertaining to false material certifications.

CONTRACTOR _____

Individual Signature or Firm Name

IF FIRM:

BY _____

TITLE _____

Sworn to and subscribed before me this

day of _____ 20 _____.

Notary Public

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

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

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

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

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

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations, partnerships, and limited liability corporations apply to all forms of business entities, including limited partnerships, limited liability partnerships, and Subchapter C and S corporations (Attorney General Opinion 02-0018, January 23, 2002 and 15-0021, May 8, 2015).

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for
automatic rejection of the bid or proposal**

Part I

Check the box that represents the type of business organization:

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

Part II

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

OR

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

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

(Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Part III- Any Direct or Indirect Parent Entity Which is Publicly Traded:

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

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

OR

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

AND

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

Subscribed and sworn to before me this ____ day of _____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

Township of South Brunswick Contractor Responsibility Certification

Name and Contract Number of Contract To Be Awarded:

I, _____, (hereafter “Contractor”) submit this Certification pursuant to the requirements of South Brunswick Code Section 2-1248.

(1) As a condition of performing work on public works contracts in excess of \$26,000.00, but less than \$499,999.00 total cost of project, Contractor hereby certifies that it and each subcontractor performing work on the project has at least one (1) employee who has successfully completed an OSHA ten (10) hour construction safety and health course onsite. As a condition of performing work on public works contracts of \$500,000.00 or more total cost of project, Contractor hereby certifies that it and each subcontractor performing work on the project has at least one (1) employee who has successfully completed an OSHA thirty (30) hour construction safety and health course onsite.

(2) Contractor hereby certifies that it and all subcontractors that perform significant work on any public facility project having a value of \$100,000.00 or more, participates in an Apprenticeship Program currently registered with and approved by the United States Department of Labor (USDOL) or the New Jersey Department of Labor (NJDOL); or Contractor agrees that neither it nor any subcontractor will employ any worker of less than journeyman status on the project. Apprenticeship Programs meet the criteria set forth in subsection 8(i) of South Brunswick Code Section 2-1248. Proof of participation in such an Apprenticeship Program (if applicable) is attached.

(3) Contractor hereby certifies the following facts regarding its past performance, work history, current qualifications and performance capabilities:

a. The individual, firm or business entity has all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including, but not limited to, licenses, registrations or certificates required to: (i) do business in the State; and (ii) perform the contract work it seeks to perform. These include, but are not limited to, licenses, registrations or certificates for any type of trade work or specialty work which the individual, firm or business entity proposes to perform.

b. The individual, firm or business entity meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements.

c. The individual, firm or business entity has not been debarred by any federal, state or local government agency or authority in the past three (3) years. If Contractor is a firm or business entity, Contractor further certifies that none of the owners, officers or members have been debarred by any federal, state or local government agency or authority in the past three (3) years.

- d. The individual, firm or business entity has not defaulted on any project in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have defaulted on any project in the past three (3) years.
- e. The individual, firm or business entity has not had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years.
- f. The individual, firm or business entity has not been cited for a willful violation of federal or state safety laws in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have been cited for a willful violation of federal or state safety laws in the past three (3) years.
- g. The individual, firm or business entity has not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years.
- h. The individual, firm or business entity will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable Federal or State prevailing wage laws.
- i. If applicable, the individual, firm or business entity participates in an Apprenticeship Program that is currently registered with the U.S. Department of Labor, N.J. Department of Labor or a state apprenticeship agency for each craft or trade in which it apprentices. Contractor shall provide proof of meeting this qualification standard by submitting appropriate documentation as an attachment to this certification. The individual, firm or business entity shall continue to participate in applicable Apprenticeship Programs for the full duration of the contract work. The Apprenticeship Program in which the individual, firm or business entity participates shall meet the following criteria:
- (1) The program has graduated at least (1) enrollee in each of the past three (3) years. If the program has not been in existence for three years, this requirement shall not apply until the program has been in existence for three (3) years. At that time, compliance with this criterion is required.
 - (2) The program has graduated at least seventy-five (75%) percent of program enrollees in each of the past three (3) years.*
- j. The individual, firm or business entity provides health and hospital insurance plans, and if applicable, an ERISA compliant retirement plan.

* Graduation rates for any particular year shall be calculated based on the number of enrollees who graduated in a given year divided by the total number of enrollees (and former enrollees) who could have been eligible to graduate in that year had they remained enrolled and timely completed the program. The term "total number of enrollees" shall be computed by counting the total number of persons enrolled in approved Apprenticeship Programs for each separate trade or craft approved by the State of New Jersey. For example, the total number of enrollees in the electrical trade would consist of all persons currently enrolled in an approved Apprenticeship Program for electricians in the State of New Jersey. If the New Jersey based trade or craft conducts education classes outside

the State, those attendees shall count as enrollees for purposes of this subparagraph. Enrollees who withdraw for reasons of military service, residence relocation, death, sickness or hardship as approved by the teaching staff shall not be counted as enrollees for purposes of calculating the graduation rate.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment pursuant to law, including but not limited to a rejection of my bid, rescission, revocation and/or termination of the contract awarded to me.

Name of Contractor: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

**TOWNSHIP OF SOUTH BRUNSWICK
 BID PROPOSAL FORM**

The undersigned bidder declares he has read the notice to bidders, instructions to bidders and specifications attached, that he has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following for the contract period of two (2) years commencing from the date of award.

UTILITY PUMP STATIONS MAINTENANCE & REPAIR

1st Year

It is expected that at a minimum all hourly rates used to calculate the bid will be prevailing wage rates including benefits. All bids utilizing rates less than the prevailing wage rates will be deemed nonresponsive.

<u>CATEGORY</u>			* <u>REGULAR TIME</u> - <u>HOURLY</u>
A.	Control Technician:	Foreman	(200 hours) \$ _____
	Control Technician:	Journeyman	(1000 hours) \$ _____
	% Markup on Subcontracted Work	_____ %	
	(Up to 10% allowed maximum)		
	% Markup on Parts and Supplies	_____ %	
	(Up to 20% allowed maximum)		
B.	Mechanical Repairs:	Pump Mechanic - Field Work	(100 hours) \$ _____
		Pump Mechanic - Shop Work	(100 hours) \$ _____
		Machinist - Shop Work	(100 hours) \$ _____
		Welder - Field Work	(25 hours) \$ _____
		Laborer - Field Work	(100 hours) \$ _____
	% Markup on Subcontracted Work	_____ %	
	(Up to 10% allowed maximum)		
	% Markup on Parts and Supplies	_____ %	
	(Up to 20% allowed maximum)		

<u>CATEGORY</u>			<u>OVERTIME</u> <u>1-1/2 X HOURLY RATE</u>
A.	Control Technician:	Foreman (50 hours)	\$ _____
	Control Technician:	Journeyman (200 hours)	\$ _____
B.	Mechanical Repairs:	Pump Mechanic - Field Work (50 hours)	\$ _____
		Pump Mechanic - Shop Work (50 hours)	\$ _____
		Machinist - Shop Work (100 hours)	\$ _____
		Welder - Field Work (25 hours)	\$ _____
		Laborer - Field Work (50 hours)	\$ _____
C.	Holiday List	_____	_____
		_____	_____
		_____	_____

*** Hours are estimated only. Actual hours may be more or less as needed.**

2nd Year - OPTION

It is expected that at a minimum all hourly rates used to calculate the bid will be prevailing wage rates including benefits. All bids utilizing rates less than the prevailing wage rates will be deemed nonresponsive.

<u>CATEGORY</u>		<u>* REGULAR TIME - HOURLY</u>
A.	Control Technician: Foreman	(200 hours) \$ _____
	Control Technician: Journeyman	(1000 hours) \$ _____
	% Markup on Subcontracted Work _____%	
	(Up to 10% allowed maximum))	
	% Markup on Parts and Supplies _____%	
	(Up to 20% allowed maximum)	
B.	Mechanical Repairs: Pump Mechanic - Field Work	(100 hours) \$ _____

Pump Mechanic - Shop Work	(100 hours)	\$ _____
Machinist - Shop Work	(100 hours)	\$ _____
Welder - Field Work	(25 hours)	\$ _____
Laborer - Field Work	(100 hours)	\$ _____

% Markup on Subcontracted Work _____ %
 (Up to 10% allowed maximum)
 % Markup on Parts and Supplies _____ %
 (Up to 20% allowed maximum)

<u>CATEGORY</u>			<u>OVERTIME</u> <u>1-1/2 X HOURLY RATE</u>
A.	Control Technician:	Foreman (50 hours)	\$ _____
	Control Technician:	Journeyman (100hours)	\$ _____
B.	Mechanical Repairs:	Pump Mechanic - Field Work (50 hours)	\$ _____
		Pump Mechanic - Shop Work (50 hours)	\$ _____
		Machinist - Shop Work (100 hours)	\$ _____
		Welder - Field Work (25 hours)	\$ _____
		Laborer - Field Work (50 hours)	\$ _____
C.	Holiday List	_____	_____
		_____	_____
		_____	_____

***Hours are estimated only. Actual hours may be more or less as needed.**

Accompanying this proposal is a certified check in the amount of _____N/A_____, or a bid bond in the amount of _____N/A_____, payable to the Township of South Brunswick which is to be forfeited as liquidated damages if, in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as required..

Company _____

Address _____

Telephone _____

By _____

(Signature)

Name – Type or Print

Witness _____ Title _____

Date _____

On the attached sheet, please list three companies with whom your company has had business with in the past year and submit with bid proposal.

REFERENCES

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

**TOWNSHIP OF SOUTH BRUNSWICK
BID DOCUMENT CHECKLIST**

**Required by
OWNER**

**Read, Signed
& Submitted**

Stockholders Disclosure Certification

Non-Collusion Affidavit

Bid Proposal Form

Affirmative Action Questionnaire

Non-Conflict of Interest

Public Works Contractor Registration

**Bid Guarantee
(with Power of Attorney for full amount of Bid Bond)**

**Endorsement of Surety
(with Power of Attorney for full amount of Bid Price)**

Contractor Responsibility Certification Form

Reviewed

Business Registration Certificate

Prevailing Wage

Americans with Disabilities Act Language (Mandatory)

Affirmative Action Language (Mandatory)

This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.