

CITY OF NORTHFIELD

Request for Proposals for General Plumbing Services: Maintenance & Repairs

NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN that proposals are being solicited by the City of Northfield, County of Atlantic, State of New Jersey, for General Plumbing Services: Maintenance & Repairs. Deadline for submission is Wednesday, November 14, 2018 by 10:00 am.

Information may be obtained at the Northfield City Municipal Building, during regular business hours, 9:00 am to 4:30pm. The request for Proposals available on the City Website:
www.cityofnorthfield.org

Vendors are required to comply with the requirements of N.J.A.C. 17:27 et seq. A copy of your NJ Business Registration Certificate shall be included with your Proposal, unless you already have on one file with the City of Northfield.

Mary Canesi, RMC

Instructions To Vendors And Statutory Requirements

I. SUBMISSION OF PROPOSALS

- A. Sealed Proposals must be received by, Wednesday, November 14, 2018 by 10:00 am at the City Municipal Building, 1600 Shore Road, Northfield.
- C. The Proposal shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the vendor written on the face of the envelope, and (3) clearly marked with the contract title and/or Proposal #.
- D. It is the vendor's responsibility to insure Proposals are presented to the owner at the time and at the place designated. Proposals may be hand delivered or mailed; however, the owner disclaims any responsibility for Proposals forwarded by regular or overnight mail. If the Proposal is sent by express mail service, the contract title and/or Proposal # must also appear on the outside of the express mail envelope.
- E. All prices and amounts must be written in ink or preferably machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Proposal, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the Proposal must be initialed in ink by the person signing the Proposal.
- G. Each Proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the vendor, and be signed by an authorized representative as follows:
- Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Proposals by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by vendors. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Vendor should consult the statutes or legal counsel for further information.

II. INTERPRETATION AND ADDENDA

- A. The vendor understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the owner. The vendor accepts the obligation to become familiar with these specifications.

Questions regarding this request for Proposal may be addressed to: Dawn Stollenwerk, CFO/QPA
Phone: (609) 641-2832 ext. 106 or via email: dstollenwerk@cityofnorthfield.org

- C. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the vendor on a separate sheet and submitted with the Proposal form. In the absence of any exceptions by the vendor, it will be presumed and required that the goods and services as described in the Proposal specification be provided or performed.
- D. In submitting its Proposal, the vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful vendor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

III. INSURANCE AND INDEMNIFICATION

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

Contractor shall be required to name the Municipality as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Municipality with a Certificate of Insurance indicating the proper insurance coverage and so designating the Municipality as an "Additional Insured". In the event such required insurance coverage is cancelled, the contractor shall be required to notify the Municipality immediately.

The schedule of insurance and limits of liability for the insurance shall provide coverage for not less than the amounts contained in "A. INSURANCE SCHEDULE" or greater where required by law.

A. INSURANCE SCHEDULE

The "Contractor" shall provide at its own cost and expense proof of the following insurance to the "Municipality":

1. Worker's Compensation Insurance

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

2. General Liability Insurance

General liability insurance shall be provided with a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars. The City of Northfield shall be named as "Additional Insured".

3. Automotive Liability Insurance

With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

Failure by the "Contractor" to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under the contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the "Municipality's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits of the applicable insurance coverage.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Failure by the "Contractor" to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under the contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor" shall take no action to cancel or materially change any of the insurance required

under this Contract without the “Municipality’s” prior approval. The maintenance of insurance under this section shall not relieve the “Contractor” of any liability greater than the limits of the applicable insurance coverage.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

Contractor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney’s fees, damages or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor’s Contract.

V. PRICING INFORMATION FOR PREPARATION OF PROPOSALS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item Proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for Proposal. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All Proposals submitted shall have included this cost.
- D. Vendors shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this Proposal and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this Proposal specification.

1. Goods and Services (including professional services) Contracts

Each 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:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B 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.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the Proposal or accompanying the Proposal of said corporation or partnership. Vendors shall submit a statement setting 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 included Statement of Ownership shall be completed and attached to the Proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the Proposal.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each vendor (contractor) submit proof of business registration with the Proposal. Proof of registration shall be a copy of the vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. 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 and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a 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.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

VII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this Proposal shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base Proposal only, it shall be made to that responsible vendor submitting the lowest base Proposal.
- C. If the award is to be made on the basis of a combination of a base Proposal with selected options, it shall be made to that responsible vendor submitting the lowest net Proposal.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful vendor. Terms of the specifications/Proposal package prevail. Vendor exceptions must be formally accepted by the owner.

VIII. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her 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 all documentation/legal instruments that were required in the original Proposal/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

IX. PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. As per N.J.S.A. 2A:30A-2a, the City of Northfield operates under the "alternative procedure", therefore the following provisions apply:

The 20th calendar day deadline of the default procedure to approve and certify, or decide to withhold full or partial payment is deferred until the public meeting following 20 calendar days of the billing date, at which time the bill must be approved for payment or notice provided as to why the bill or any portion of it will not be approved.

If the billing is approved, the 30-day payment requirement of the default is replaced by the requirement that the bill be paid in the payment cycle following the meeting.

C. The City of Northfield defines the billing date for payment, final and retainage payments as “the date the bill is received by the local unit”.

X. SPECIFICATIONS

Intent: The City of Northfield is seeking to establish a relationship with a vendor to provide plumbing services related to general repairs & maintenance and emergency repairs. However, the City reserves the right to separately procure individual requirements that are the subject of the awarded contract during the contract term, when deemed by the City’s management to be in the City’s best interest and where required by law.

Scope of Work & Contractor Responsibilities

The City of Northfield is seeking a qualified, established, plumbing repair services company (Contractor) to provide ‘as needed’ plumbing repair services for all City locations. The contractor must have all applicable State licenses and must comply with all other pertinent laws, rules and/or regulations.

Pricing shall include regular, overtime and holiday labor rates and the percentage mark-up on materials for such work. The vendor should designate which days are considered holidays. Prevailing Wage laws **DO NOT APPLY** to this RFP as the total value of the contracted services are not anticipated to exceed the current threshold.

The contractor shall be a licensed, skilled professional with a minimum five (5) years’ experience in maintaining and repairing various plumbing systems.

The contractor agrees to complete non-emergency service calls in ten calendar days, unless otherwise agreed by the parties. Emergency services shall require the contract to dispatch a qualified plumber within 2 hours of notification by the City.

Once contacted, the contractor shall inspect project site and report finding to the designated official, and shall make repairs as authorized by City officials. The City of Northfield shall not be responsible for any unauthorized work.

While work is in progress, contractor will ensure a safe working environment, and be responsible for all clean-up after the job is completed. Work performed under this contract must comply with all applicable OSHA standards.

The contractor shall notify the designated City official when the work has been completed, and shall submit a detailed, itemized bill for payment.

Location & Description of City Facilities:

City Municipal Building: 1600 Shore Road. Administrative offices, Court, Police & Fire Department

City Public Works Building: 775 W. Mill Road. Superintendent office, restroom, garage

Otto Bruyns Library: 241 W. Mill Road. Administrative Office, restrooms, meeting room

Birch Grove Park facilities: Burton Avenue. Facilities include: Football snack bar with restrooms, 2 baseball concession stands; one with restrooms, Park Center with an office, concession area and restrooms, Camping area with 2 bathhouses, a ranger house and equipment garage, fishing pier/boardwalk, bridges

Museum: Located in Birch Grove Park, 2 story building used to display artifacts with a restroom, gazebo

Veterans Park: 1913 Oak Avenue. Irrigation

Normal Business hours are 7:30 am – 4:30 pm, Monday – Friday.

Length of Contract: 1 year beginning January 1, 2019 and ending December 31, 2019

Evaluation of Proposals:

Proposals will be evaluated on the following criteria:

1. Pricing submitted
2. Years of experience in the industry
3. Employee qualifications
4. Client references

The City reserves the right to reject any and all proposals at its sole and absolute discretion, and waive any and all informalities, and the right to disregard all nonconforming or conditional bids or counterproposals.

FORMS

PROPOSAL DOCUMENT CHECKLIST

Required by owner	Submission Requirement	Initial required and if requiredm submit the item	each entry
<input type="checkbox"/>	Stockholder Disclosure Certification		
<input type="checkbox"/>	Proposal Form		
<input type="checkbox"/>	References		
<input type="checkbox"/>	Equipment Certification		
<input type="checkbox"/>	Mandatory Affirmative Action Language		
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language		
<input type="checkbox"/>	Proof of Business Registration		

PROPOSAL FORM

General Plumbing Services: Maintenance & Repairs

The undersigned proposes to furnish and deliver the above goods/service pursuant to the Proposal specification and made part hereof:

TRADE	LABOR RATE PER HOUR
Plumber Straight Time M-F 7:30 am – 4:30 pm	\$
Plumber Overtime M-F 4:30 pm – 7:30 am	\$
Plumber – Saturdays	\$
Plumber – Sundays	\$
Plumber Holidays	\$
Percentage of Mark-up on materials & supplies	%

*All prices are inclusive – no mileage reimbursements or minimum charges apply.

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title:_____

Telephone Number

Date

Fax Number

E-mail address

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY AFFIRMATIVE ACTION LANGUAGE)
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
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 or sex. Except with respect to 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, affectional or sexual orientation or sex. 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 for the 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Northfield, (hereafter "owner" or "Municipality") hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *§12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, 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's 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 to 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 proceeding 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 owner 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.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION

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: _____

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

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

EQUIPMENT CERTIFICATION

The undersigned Vendor hereby certifies as follows:

The vendor owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Vendor: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2018 by and between the City of Northfield, 1600 Shore Road, Northfield, NJ a body corporate and politic, existing under and by virtue of the Laws of the State of New Jersey, hereinafter referred to as the CITY, party of the first part,

A
N
D

Contractor, a Business, with its principal office at Address, hereinafter called the CONTRACTOR, party of the second part.

WITNESSETH:

That the CONTRACTOR, for and in consideration of the payments made to it by the CITY, at the time and in the manner hereinafter set forth does hereby agree to provide General Plumbing Maintenance and Repair Services in strict accordance with the specification attached hereto and made a part hereof, and in accord with Proposal of the CONTRACTOR, a copy of which is also attached hereto and made a part hereof and as submitted to the CITY and awarded to the CONTRACTOR.

The Notice to Vendors, Instructions to Vendors, Technical Specifications, Forms and Instruction, General Conditions, if any Supplemental Conditions, if any, are all incorporated by reference and comprise the contract documents.

In consideration of the faithful performance of this contract, and its covenants and agreements entered into in the furnishing and delivering of service as herein provided, and the acceptance thereof by the CITY, the CITY does hereby agree to pay to the CONTRACTOR, in accordance with the payment schedule established in the specification and upon presentation of a verified voucher.

IN WITNESS WHEREOF the parties have caused these presents to be signed by their duly authorized officers and sealed with their seals, the day and year first above written.

OWNER/MUNICIPALITY:

The City of Northfield

CONTRACTOR:

By: _____
Mary Canesi, City Clerk

Attest : _____
Dawn M. Stollenwerk, CFO/QPA