## TOWNSHIP OF HILLSIDE UNION COUNTY, NEW JERSEY



## BID SPECTIFICATIONS FOR HOLIDAY DECORATIONS AND LIGHTS SET-UP SERVICES

#### **BID DUE DATE:** NOVEMBER 7, 2022

#### <u>MAYOR</u> DAHLIA O. VERTREESE

#### **COUNCIL MEMBERS:**

CRAIG EPPS, COUNCIL PRESIDENT COUNCILMAN AT LARGE CHRISTOPHER MOBLEY, COUNCIL VICE PRESIDENT, (SECOND WARD) ANDREA HYATT (FIRST WARD) DONALD DeAUGUSTINE (THIRD WARD) GERALD PATEESH FREEDMAN (FOURTH WARD) LISA BONANNO, COUNCILWOMAN AT LARGE ROBERT RIOS, COUNCILMAN AT LARGE

> PUBLIC WORKS: ANTHONY RUSSOMANNO, CPWM ACTING DIRECTOR

## TOWNSHIP OF HILLSIDE UNION COUNTY, NEW JERSEY



## SUBJECT: HOLIDAY DECORATIONS AND LIGHTS SET-UP SERVICES

CONTRACT PERIOD: DECEMBER 1, 2022 TO JANUARY 31, 2023

DATE & TIME OF RECEIVING AND OPENING OF BIDS: OPENING MONDAY, NOVEMBER 7, 2022 CLOSING MONDAY, NOVEMBER 14, 2022, 10:00 A.M. SHARP

## TOWNSHIP OF HILLSIDE NOTICE TO BIDDERS

Sealed bids will be received by the **Township Clerk** of the Township of Hillside, in the County of Union, New Jersey, at the Township Clerk's Office in the Municipal Building, 1409 Liberty Avenue, Township of Hillside, Union County, New Jersey on **Monday, November 7, 2022, at 10:00 a.m.** for: **"Holiday Decorations and Lights Set-up Services"** aforesaid, in accordance with the specifications now on file in the Township Clerk's Office. Municipal Building, 1409 Liberty Avenue, Township of Hillside, Union County, New Jersey, where same may be obtained during office hours from 9:00 a.m. to 4:00 p.m.

Bids for said Contract must be based upon and in strict accordance with the aforesaid specifications.

All Bids must be stated in words and figures.

All Bids shall be submitted in sealed envelopes addressed to the Township Clerk's Office of the Township of Hillside, the envelope shall have marked conspicuously on its face on the top righthand side in letters not less than one inch the word "Public Bid" followed immediately below those words in letters not less than one half inch high: "Holiday Decorations and Lights Set-up Services" and underneath that "To be received on Monday, November 14, 2022, at 10:00 a.m."

If Bids are to be accepted by mail or courier, the Bids must be placed in an outer envelope, which on the top right-hand side shall clearly designate in the same manner as set forth above, the same size and information. The inner envelope shall have specifically placed in the center the same information as set forth above and on the bottom left-hand side the name and address of the Bidder.

All Bids delivered by mail or other postal service shall be addressed specifically to the Township Clerk's Office of the Township of Hillside and if delivered by a postal service shall be delivered to the office of the Township Clerk between the hours of 9:00 a.m. and 4:00 p.m. prior to the time set forth for the opening of the Bid and not earlier than 48 hours previous to the opening of the Bid.

The burden is upon the Bidder to comply specifically with the directions in the "Notice to Bidders". The Bidders are put on notice that because of precautions resulting from terrorist's threats, packages may be opened if directed to the wrong office of the Township.

Any Bid not delivered in the manner as set forth in this "Notice to Bidders" shall be declared void.

All bids must be submitted on forms for that purpose to be obtained from the Purchasing Agent.

Each bidder shall deposit with his bid a certified check or cashier's check, or bid guarantee in the form of a bid bond (cash will not be accepted) drawn to the Township Clerk's Office, in the

amount of ten percent (10%) and not to exceed \$20,000 of the total bid, as provided in the said specifications, as a guarantee of good faith in bidding and shall also submit a certificate from a surety company stating that it will provide the bidder with a bond in such sum as is required in the advertisement or in the specifications. BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, C.127 (N.J.A.C. 17:27).

Bidders are required to comply with P.L. 2004 c. 57 (Chapter 57) (Business Registration Law) as more specifically set forth in bid specifications.

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 as set forth in bid specifications.

The Township of Hillside reserves the right to waive informalities in bids and to reject any and all bids, if deemed in the best interest of the Township to do so.

Township of Hillside Township Clerk's Office 1409 Liberty Avenue Hillside, NJ 07205

#### **GENERAL INFORMATION**

It is the purpose of those General Conditions and Instructions to establish an understanding of the intent of the Township of Hillside to purchase goods and services as further described herein: **"Holiday Decorations and Lights Set-up Services"** as further detailed in the Proposal Form, and Technical Specifications (if included). Any brand name of products stated are for reference purposes only, and not a statement of preference.

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as conditions of the bid specifications. Failure to comply with any section of this bid specifications may be deemed just cause for rejection of the bid as being non-responsive, and not meeting specifications.

Plans and specifications may be reviewed and/or acquired at the Township Clerk's Office located at the Municipal Building, 1409 Liberty Avenue, Township of Hillside, Union County, New Jersey during 9 a.m. to 4 p.m. Monday through Friday.

Sealed bids will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and publicly read aloud. No Bids will be accepted beyond the time specified. Though bids may be received by mail or other courier services, the Township takes no responsibility for the loss, non-delivery, late delivery or physical condition of the bids so sent.

#### I. PREPARATION OF BID PROPOSAL

#### 1. Bid Submission

All bids shall be submitted on the proposal forms furnished herein and shall be enclosed in a sealed envelope, with the name of the bidder and the name of the project plainly and clearly marked on the outside as follows:

To:	Township of Hillside
	Township Clerk's Office
	1409 Liberty Avenue
	Hillside, NJ 07205
<b>Proposal For:</b>	"Holiday Decorations and Lights Set-up Services"
Submitted By:	(Name of Bidder)

#### 2. Bid Opening

At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are invited to be present.

Hour: 10:00 a.m.
Date: Monday, November 14, 2022
Place: Township of Hillside Municipal Courtroom

> 1409 Liberty Avenue Hillside, NJ 07205

## 3. Bid Completion

The bidder shall fill in all blank spaces in the bid form using ink or a typewriter and sign the bid form in ink. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Bids containing any conditions not called for in the proposal, or irregularities of any kind, may be cause for rejections by the Township.

#### 4. Partnership

If the firm bidding is a Partnership, this proposal shall be signed by at least one (1) partner. If the person signing does not state that he/she is a partner, this proposal shall be rejected.

### 5. Corporation

If the firm bidding is a Corporation, this proposal shall be signed by its President or other officer, i.e., Vice President, Treasurer, Comptroller or Secretary. This proposal may be executed by other than the aforesaid corporate officers, if they have been duly authorized to so act on behalf of the corporate officers, pursuant to a resolution of the corporate Board of directors. In that event, a certified copy of said Resolution or Authorization must be attached to this proposal. If a certified copy of the Resolution is not attached, this proposal shall be rejected.

## 6. Limited Liability Company (LLC)

If a firm bidding is a LLC, under the provisions as stated under N.J.S.A. 42: 2B-1, New Jersey Limited Liability Company Act, this proposal shall be signed by a Member or a Manager of the LLC, as defined by the Title 42:2B-9.

This proposal may be executed by other than the aforesaid Member or Manager, if they have been duly authorized to so act on the event, a certified copy of said Resolution or Authorization must be attached to this proposal. If a certified copy of the Resolution is not attached, this proposal shall be rejected.

## 7. Conditional Bids

Conditional bids will not be accepted.

## 8. Time to Award Contract

Bids are to remain firm for a period of not less than (60) sixty days. Award or rejection of bids will be made within this period.

## 9. Award of Bid

The Township will award the bid to the entity submitting the lowest price in dollars (U.S.) for the service (s) as described in this document.

## **10. Challenge to Bid Specifications**

Any challenge to bid specifications must be made, no later than three (3) business days prior to the bid opening. All challenges must be made in writing and received in the office of the Purchasing Agent, 1409 Liberty Avenue, Hillside, NJ 07205 no later than three (3) days prior to bid opening.

## **11. Withdrawal of Bids**

Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for (60) sixty days thereafter. The written request shall be signed by the Bidder.

#### **12.** Comparison of Bid Prices

The price will include the cost of insurance, bond and other charges incidental to the work or delivery.

### **13. Tax Exemption**

Prices quoted in all bids shall include delivery (FOB destination) and exclusive of all Federal, State or local taxes from which the Township is exempt.

## 14. Contract Term

The contract shall be for a period of one year from the date of commencement as stated on the Notice to Proceed, with a one-year renewal option at the election of the Township.

### **15. U.S. Manufactured Products (If Applicable)**

In accordance with <u>N.J.S.A.</u> 40A:11-18, only manufactured and farmed of the United States wherever available, shall be used in connection with this contract.

### 16. Substitutions (If Applicable)

In order to establish standard of quality, the Township may have, in the detailed specifications, referred to certain products by brand name. This procedure is not to be construed as eliminating from consideration other products of equal or better quality by other manufacturers where fully suitable by design.

All substitution item(s) proposed by a bidder as "approved equal" shall be considered and evaluated by the Township, however the burden of proving to the Township the equivalency of a product other than the product specified shall be assumed by the bidder. Should the bidder elect to prove such equality and to substitute, the bidder shall document his/her submitting on their letterhead, a full and detailed written comparison, listing in detail each and every variation, referring to the paragraph and specification to which the descriptive data. The Contractor is made aware that a general exception cannot be taken for any paragraph or item. Failure by the Contractor to submit the above information may be grounds for rejection of the bid.

## **17. Proposal Guarantee**

Each proposal shall be accompanied by a certified check, cashier's check or bid bond in the amount of not less than 10% of the total amount bid in the proposal, but not to exceed \$20,000.00 (If contract is open ended, bid proposal amount shall be calculated based on maximum amount bid, i.e. if the maximum amount the Township may purchase under a contract is 10 widgets, and the bidder bids \$10/widget, the total contract amount is \$100.00, regardless of whether in actuality the Township thereafter purchases 10 widgets during the life of the contract). No Cash will be

accepted. The certified check, cashier's check, money order or bid bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the bidder shall execute the contract and provide a performance bond in the full amount of the contract.

If a bid bond is offered as a guarantee, it must be made by a surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company. It will be non-conditional. Included with the bid bond must be such documents that indicate that the officer or agent is authorized to execute the bid bond. If a certified check or cashier's check is offered as a guarantee, it shall be made payable to the Township of Hillside.

This non-request of a proposal guarantee does not waive the Township's right to pursue liquidated damages and/or other damages according to law.

### **18. Return of Bid Guarantee**

The bid guarantee of all bidders except the apparent three (3) lowest responsible bidders on the contract will be returned within (10) working days after the opening of bids, Sundays and holidays excepted. The bids of such bidders will be considered as officially withdrawn. Within three (3) working days after awarding and signing of the and the approval of the contractor's performance bond, (if any is required), the bid guarantee of the remaining unsuccessful bidders will be returned.

Upon execution of the contract by the successful bidder, acceptance by the Township of the performance bond, and the receipt of the certificate of insurance, the bid guarantee of the lowest bidder will be required.

# **19.** Time for Executing Contract & Liquidated Damages for Failure to Enter Into Contract

Within ten (10) calendar days of the award of the contract, the Township shall notify the successful bidder in writing, at the address and/or facsimile number set forth in the Bid Proposal, and such notice shall specify the place and time for delivery of the executed contract, and all others documents required of a successful bidder. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Township to declare the contractor non-responsive and to award the contract to the next lowest bidder.

The Notice to Proceed may be served concurrently with the Notice of Award the address and/or facsimile number set forth in the Bid Proposal. The commencement date, and the date upon which all documents required to be executed and provided by the successful bidder must be provided and received by the Township, may be as soon as ten (10), but not earlier than ten (10) days after the receipt by the successful bidder of the Notice of Award (such notice may be sent by e-mail, facsimile or by the mails).

Any bidder whose Proposal is accepted will be required to execute three (3) copies of the contract and furnish satisfactory bonds, and insurance certificates to the Township within twenty-one (21) days after the Award or within such shorter period as set out in the Notice of Award.

The successful bidder, upon failure or refusal to execute and deliver the signed contract, bond and insurance certificates required, within twenty-one (21) days after receipt of Notice of Award, or within such shorter period as set out in the Notice of Award, shall forfeit the certified check, cashier's check or bid bond to the Township as liquidated damages for such failure or refusal, unless the Township grants an extension of time for the execution of the agreement and the provision of other required documents.

The damages to the Township for breach as above provided will include loss from interference with its program and other items whose accurate amount will be difficult or impossible to compute. The amount of the bid guarantee accompanying the proposal of such bidder shall be retained by the Township, not as a penalty, but as liquidated damages for such breach. In the event any bidder whose proposal has been accepted shall fail, refuse to execute the contract as hereinbefore provided, the Township may, at its option, determine that such bidder has abandoned the contract and thereupon the proposal and the acceptance thereof shall be null and void, and the Township shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in this contract shall become effective and binding upon the parties only with its formal execution by the Township. Any services delivered prior to said execution of contract shall be at the bidder's risk.

### 20. Performance Bond (NOT REQUIRED)

Within ten (10) days after notice of the award, the bidder to whom the contract has been awarded shall furnish and deliver surety bond, conditioned for the faithful performance and completion of the work, and for the payment of all lawful claims and bills against the contractor for all labor, material, tools, and equipment used on or in connection therewith. The bond shall not be returned or canceled until all liability to any and all persons protected by the conditions of sail bond shall have been met by the contractor or person primarily liable for the payment thereof, or by the surety on said bond.

The bond required for the faithful performance of the contract, shall be in such sum equal to one third (1/3) of the total amount of the contract, shall be non-conditional and satisfactory to the Township Counsel and shall be executed by a Surety Company licensed to do business in the State of New Jersey. In no case shall the contractor begin work prior to approval of said bond by the Township.

This non-request of a performance bond does not waive the Township's right to pursue liquidated and/or damages, as a result of a breach or other non-performance by the successful bidder.

#### 21. Laws, Ordinances and Regulations

The contractor shall keep fully informed of all federal, state, local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in the services, or which an any way affect

the services. The contractor and all the employees of the contractor shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders or decrees.

The contractor must secure all insurance, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances and resolutions by all governmental agencies affecting the work at the bidder's own expense. The successful bidder shall be solely responsible for any damage resulting from neglect to obey all laws, regulations, rules and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract.

#### 22. Safety Manuals, Instructions, Videos and Technical Specifications

(If Applicable) In addition to any other materials called for in any part of these specifications, the successful bidder shall furnish to the Township at the time of delivery, all safety and operating manuals, instructions, instructional videos, and technical specifications relative to the item or items provided. The successful bidder shall continue to be obligated to deliver all modifications, additions, and supplements to any materials delivered including any recall notices issued relative to the item or items provided.

### 23. On-Site Safety and Operating Instruction

If applicable, the successful bidder shall provide to personnel selected by the Township, operating and safety instructional sessions relative to the proper care and use of the item or items delivered. These instructions shall be conducted by the successful bidder at a location or locations to be selected by the Township. The sessions shall be provided by persons who are expert at the care and operation of the item or items delivered.

#### 24. Worker and Community Right to Know Act

The successful bidder shall comply with the Worker and Community Right to Know Act, <u>N.J.S.A.</u> 34:5A.1 et seq.

#### **25. Estimates**

The quantity of the items listed in the technical section of this document are estimates. These estimates, to the best of the Township's knowledge, are accurate and concise. However, the Township makes no representation that these are the exact quantities required during the period of the contract.

#### **26. Technical Questions**

All technical questions should be the Township Clerk's Office at (973) 681-7155 or emailed to the Acting Township Clerk at <u>swalker@hillsidenj.us</u>

### I. CONTRACT REQUIREMENTS

#### 1. Requirements Under Right to Know

As required by the Workers' Right-To-Know Act, material safety data sheets must be submitted with signed contract documents, where applicable, concerning hazardous substances.

#### 2. Additional Payment

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the contract documents on his/her part or because of any failure to fully acquaint him/herself with any condition or provision of the contract documents.

#### **3. Defective Materials/Work**

The materials and/or supplies furnished shall be free of defects of material and workmanship and any such defect that may develop in normal use and service shall be replaced or repaired by the successful bidder without cost to the Township.

#### 4. Cancellation of Contract

The Township reserves the right to unilaterally cancel this contract upon 30 days notice to the Contractor.

#### 5. Travel Time

The Township will not be billed, or pay, for travel time.

### 6. Americans With Disabilities Act - Equal Opportunity For Individuals With Disabilities

The Contractor and Township of Hillside 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 prohibits discrimination on the basis of disability by public 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township 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 subcontractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The 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 Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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 Township 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 Township or any of its agents, servants, and employees, the Township shall expeditiously forward 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 Township 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 Township pursuant to this paragraph.

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

#### 7. INSURANCE REQUIRMENTS FOR VENDORS & SUPPLIERS WORKING ON PREMISES

The following are <u>minimum</u> and basic coverage and limits which must be furnished by Contractor/vendor. The Township reserves the right to make additional requirements based on the contract. The Township, at its own discretion, may require additional coverages and limits as it deems necessary for any specific contract. Final approval, including any required changes, must be approved by the Township's Corporation Counsel prior to contract award.

Contractor may be asked to furnish, in addition to a certificate of insurance, a letter signed by a properly authorized representative of its insurer, agent, or broker which includes the following language:

Commercial General Liability – \$1,000,000 Each Occurrence, \$2,000,000 Aggregate, including Contractual Liability

Workers' Compensation/Statutory Benefits and Employers - \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 policy

Business Automobile, Including: \$1,000,000 Combined Single Limit per Accident, Hired/Non-Owned Auto

Umbrella Liability - \$5,000,000

The usual additional insured language protecting the Township should be included in the requirements, i.e., "Township of Hillside" or "The Township of Hillside, and its officials and employees are included as additional insureds". Coverage for the additional insureds should be included in the CGL, Auto and the Umbrella policies.

#### **II. MISCELLANEOUS NOTICES TO ALL BIDDERS**

#### 1. Notice re: Pay-to-Play/Election Contribution Disclosure Language

Bidders are advised that a for-profit business entity that has received \$50,000 or more through government contracts in a calendar year, <u>must</u> file an annual disclosure statement on political contributions with the New Jersey Election Law Commission pursuant to P.L. 2005 c. 271 by March 30. It is a bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at <u>www.elec.state.nj.us</u>.

#### 2. Notice re: Truth in Contracting

All are put on notice that according to the Truth in Contracting provisions (N.J.S.A. 2C-21-34), vendors who submit false claims and representations are subject to severe penalties. These penalties include mandatory prison terms up to ten (10) years and fines up to \$150,000.00. Other civil and criminal penalties may apply.

#### 3. Business Registration of Public Contractors

All government contracting units in New Jersey have received new responsibilities under the recently enacted P.L. 2004, c.57. Starting September 1, 2005 all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

## Please note: Bidders, contractors, and subcontractors, as set forth in <u>N.J.S.A.</u> 40A: 11-16, are required to submit a copy of their New Jersey Business Registration Certificate with their Bid Documents.

#### PROOF OF THE STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE Local Finance Notice 2004-24

#### Goods and Services Contracts (including purchase orders)

<u>N.J.S.A.</u> 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder'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 <u>www.nj.gov/njbgs</u> or by phone at (609) 292-1730. <u>N.J.S.A.</u> 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 of tax due pursuant to the Sales and Use Tax Act, (<u>N.J.S.A.</u> 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) 292-1730.

## **III. BID REVIEW CRITERIA**

### 1. Qualifications of Bidder

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

## 2. Successful Bidder

The successful bidder will be the one who submits the lowest responsive and responsible bid for the service (s) as described herein. The Township reserves the right to reject any and all bids, to award in whole or a part of any bid.

The bid will be awarded, provided that in the judgment of the Township, it is reasonable and in the interest of the Township. The award will be made within (60) sixty days from the opening of the bid(s).

## 3. Award of Tie Bids

The Township reserves the right of award a tie bid to the vendor it determines best meets the needs of the Township.

## 4. **Right to Reject Bids**

The Township reserves the right to reject any and all bids, to award in full or in part, to waive immaterial defects or informalities in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the Township to do so. In the case of a tie bid, the Township reserves the right to award the bid to the contractor it determines will best meet the needs of the Township.

## 5. Causes for Rejection

Proposals from bidders who are found to be unqualified and proposals not accompanied by all required and properly completed bid documents may be rejected. In addition, cause for rejection of proposals may include, but not limited to, the following:

- **A.** If prices are obviously unbalanced;
- **B.** If received from bidders who have previously performed wok in an unsatisfactory manner;

- **C.** If the Purchasing Agent at his sole discretion, deems it advisable to do so in the best interest of the Township of Hillside;
- **D.** If conditions, limitations or provisions are attached by a bidder to the bid proposal, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed;
- **E.** If the bidder does not own sufficient or satisfactory equipment to perform the work, or state licensure (s);
- **F.** If the bidder submits false information;
- **G.** If when a bid is extremely inconsistent with the industry's standards, such bid shall be considered lowest bid. The determination as to industry standards shall be made by the Purchasing Agent and shall be kept on file by the Purchasing Agent;
- **H.** When a bidder is deemed not responsible;
- I. When a bidder is deemed to have past negative experience with the Township;
- J. Any of the reason for rejection of bids are stated in <u>N.J.S.A.</u> 40 A:11-13.2

#### 6. Delivery of Items

The items must be delivered (FOB Destination) within a reasonable amount of time after the receipt of a purchase order.

#### 7. Items to Be Ordered on an "As Needed" Basis (Open-Ended Contract)

The service will be ordered on an "as needed" basis, but not to the extent that it exceeds contractual limitations during the initial one year term, and any renewal term.

#### 8. Availability of Funds

This contract is contingent on the availability and appropriation of funds.

#### **IV. REQUIRED FORMS**

- 1. Proposal Guarantee (if requested) See N.J.S.A. 40A:11-21
- 2. Bid Proposal Form
- 3. Non-Collusion Affidavit Form (This form must be notarized)

#### 4. Ownership Disclosure Form

In accordance with PL. 1977 Chapter 33, all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners, in the partnership, who own (10) ten percent or more of its stock, of any class, or of all individual partners in the partnership, who own (10) ten percent or greater interest therein, as the case maybe. If the stockholder is itself a corporation, the stockholders holding (10) ten percent or greater interest in the partnership, as the case may be, shall be listed.

### 5. Partnership Disclosure Statement

Attached is a form which shall be used to comply with this agreement.

### 6. Bidder's Acknowledgment Form

Bidders are required to submit the enclosed Bidder's Acknowledgment Form.

#### 7. State of New Jersey Business Registration Certificate.

#### 8. Acknowledgment of Receipt of Changes to Bid Documents Form

#### 9. Forms to be submitted by the Successful Bidder

The following documents will be required from the successful bidder only, and may be submitted after notification of award:

- **a**) Performance Bond (If required)
- **b**) Affirmative Action Documents
- c) Certificate of Insurance and
- **d**) Signed Contracts (will be sent to successful bidder upon notification of award).

The Township will provide a successful bidder with the following forms:

- a) Notice of Award
- **b**) Notice to Proceed

#### V. BID FORMS

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

#### GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of <u>N.J.S.A.</u> 10:5-31 and <u>N.J.A.C.</u> 17:27. The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as form 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 <u>N.J.A.C.</u> 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 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 <u>N.J.S.A.</u> 10:5-31 and <u>N.J.A.C.</u> 17:27 and agrees to furnish the required forms of evidence. The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of <u>N.J.S.A.</u> 10:5-31 and <u>N.J.A.C.</u> 17:27.

COMPANY:	 	
SIGNATURE:	 	
PRINT NAME:	 	
TITLE:	 	 
DATE:		

## NON-COLLUSION AFFIDAVIT

## RE: PROPOSAL FOR: Holiday Decorations and Lights Set-up Services

#### STATE OF NEW JERSEY

COUNTY OF

SS:	
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OF

I,		of	the	municipality	of
	being of full age, being duly swo	orn acc	cordin	g to the law or	n my
oath deposes and say that I ar	n				
(Title) of the firm of				the bi	dder
making the Proposal for the above authority to do so; that said bide participated in any collusion, or o in connection with the above nam- in this affidavit are true and corre- relies upon the truth of the statem in this affidavit in awarding the co	ler has not, directly or indirectly therwise taken any action in restra ed project; and that all statements ct, and made with full knowledge ents contained in said Proposal a	y, ente ain of contai e that t	red in free co ined in the To	to any agreen ompetitive bid a said Proposa wnship of Hil	nent, lding l and lside

Signature: \_\_\_\_\_

Subscribed and sworn to before me on this	day of	2022
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Notary Public

Type or Print Name of Affiant Under Signature

My Commission Expires:

#### **OWNERSHIP DISCLOSURE FORM**

NOTE: It is mandatory that this form be completed and submitted with the bid proposals by all bidders who are either corporations or partnerships, or limited partnerships.

In accordance with PL. 1977, c. 33, a corporate or partnership bidder must submit a statement setting forth the names and addresses of all stockholders in the corporation or those who own interests in the partnership, who own (10) TEN PERCENT or more of its stock, of any class or of all individual partners in the partnership who own a (10) ten percent or greater interest therein, as the case may be. If one or more such stockholder or partner is, itself, a corporation or partnership, the stockholders holding (10) ten percent or more of that corporation's stock, or an individual partner owning (10) ten percent or more interesting the partnership, as the case may be, shall be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the (10) ten percent criteria established by this act has been listed.

Name of Bidder:

Corporation/Partnership/Limited Partnership(Circle One)

Address of Bidder:

Stockholders or Partners with (10) Ten Percent or Greater Interest:

1.
 2.
 3.
 4.
 5.
 (Continue on supplemental sheet if necessary)

NOTE: In the event that no individual stockholder or partner owns (10) ten percent or more of this corporation partnership, or limited partnership, the hidder shall check below where

this corporation partnership, or limited partnership, the bidder shall check below where indicated and sign as required:

\_\_\_\_\_ No individual stockholder or partner owns (10) ten percent or more of this corporation or partnership

NOTE: In the event that no individual stockholder or partner owns (10) ten percent or more of the last listed corporation partnership, or limited partnership, the bidder shall check below where indicated and sign as required:

\_\_\_\_\_ No individual stockholder or partner owns (10) ten percent or more of this corporation or partnership

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

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

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

Name:
-------

#### **BIDDER'S ACKNOWLEDGMENT**

The Bidder acknowledges that if it is awarded a contract, the responsibility for monitoring the contract will be the Bidders. Bidder agrees to enter into a contract with the Township pursuant to the terms of the advertised specifications. If, at any time, the Bidder is asked by the Township or any of its representatives to perform work or to provide goods or merchandise which the Bidder feels would entitle it to compensation in excess of the amount of the contract awarded to the Bidder, or work or goods or merchandise not stated in the contract, the Bidder shall immediately notify the Township's Clerk and the Township's Acting Attorney of the Township of Hillside in writing. The Bidder will not perform such additional work or provide said goods or merchandise until it has received a written change order to the contract signed by the Township Clerk authorizing the work to be performed or the goods or merchandise to be delivered, and designating the price for its completion or purchase. The Bidder acknowledges that unless it has received the aforementioned change order, it waives any and all claims for compensation for such additional work or for said goods or merchandise.

Signed:	
Printed Name:	
Title:	
Company:	

#### BID PROPOSAL FORM "Holiday Decorations and Lights Set-up Services"

This Bid is submitted to:	Township of Hillside Attn: Township Clerk 1409 Liberty Avenue Hillside, NJ 07205	
By:		
Name of Bidder:		
Business Name:		
Address:		
Telephone No.:		-
Fax No.:		_
E-mail:		_
Contact:		

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Township in the form included in the Specifications and Contract Documents called for thereunder to furnish and deliver goods and special services as specified or indicated in the Specifications and Contract Documents called for thereunder for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Specifications and Contract Documents called for thereunder.
- 2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This Bid will remain open for sixty days after the day of Bid opening. Bidder will sign the Agreement and submit the documents required by the Specifications and Contract Documents called for thereunder within fifteen days after the date the Township's notice of award.
- 3. In submitting this Bid, bidder represents, as more fully set forth in the Agreement, that the Bidder has examined copies of all Specifications and Contract Documents called for thereunder and all addendum(a) listed in the ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM.

- 4. The estimated quantities of goods to be furnished and delivered under the proposed contract are set forth in the Bid Form. Those quantities are to be considered as maximums and are given solely for the comparison of Bids. The Township does not expressly or by implication agree that the actual will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of this work that may be deemed necessary by the Township. Total value of goods under the contract shall not exceed 120 percent of contract price in accordance with local public contract law. The Contractor shall at no time make a claim for anticipated profit or loss of profits because of any difference between the quantities of goods actually furnished, and the estimated quantities.
- 5. Bidder accepts the provisions of the agreement as to liquidated damages in the event of failure to furnish and deliver the goods and special services within the time stipulated.
- 6. The following documents are attached to and made a condition of this bid:
  - A. Required Bid Security in the form of (check appropriately)
    - 1. Bid Bond \_\_\_\_\_
    - 2. Certified or Cashier's Check
  - B. Non-collusion Affidavit.
  - C. Ownership Disclosure Statement.
    - N.J. State Business Organization Registration
- 7. Bidder must show price for the item written in or typewritten, both in words and in figures, and carry out and add extensions.
- 8. The terms used in this Bid have the meanings assigned to them in the General Conditions.
- 9. The Bidder shall furnish and deliver the items listed on this Bid to the Township of Hillside, 1409 Liberty Ave, Attn: Township Acting Clerk, Hillside, NJ 07205, for a one-year period from the commencement date as set out in the Notice to Proceed and shall be responsible for all expenses incurred in the performance of the work, for all risks and liabilities in connection with the work, and in accordance with all the terms of the Specifications and Contract Documents called for thereunder.

10. Bidder will furnish and deliver goods, in accordance with specifications contained herein, for the following prices:

ITEM	<b>QUANTITY*</b>	DESCRIPTION	LUMP SUM	TOTAL
<u>#</u>	-		PRICE	PRICE

#### [\*ALL ITEMS MUST BE BIDDED ON]

Total Amount Bid Price: \$ \_\_\_\_\_

Write Total Amount Bid:\_\_\_\_\_

Submitted by: \_\_\_\_\_

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

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

## **BID IS SUBMITTED HEREWITH IF BIDDER IS:**

## AN INDIVIDUAL

By:		
(Seal)	(Individual's Name - Print or Type)	
Doing Business As:		
Business Address:		
Phone No.:		
	(Signature)	
	<u>A PARTNERSHIP</u>	
By:(Seal)		
	(Firm Name)	
	(General Partner - Print or Type)	
Business Address:		

Phone No.:

## (Signature)

(Note: Address of bidder shall not be a post office box.)

#### **A CORPORATION**

By:

(Corporation Name)

(State of Incorporation)

By:

(Name of Person Authorized to Sign - Print or Type)

(Corporate Seal)

Attest:

(Secretary)

**Business Address:** 

Phone No.

(Note: Address of bidder shall not be a post office box.)

## A JOINT VENTURE

By:		
(Seal)	(Name)	
	(Address)	
	(Signature)	
By:		
(Seal)	(Name)	
	(Address)	
	(Signature)	
By:		
(Seal)	(Name)	
	(Address)	
	(Signature)	

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a part of the joint venture should be in the manner indicated above.) (Note: Address of bidder shall not be a post office box.)

#### ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Name of Local Contracting Unit:

(Name of Construction/Public Works Project) Project or Bid Number

Pursuant to <u>N.J.S.A.</u> 40A:11-23.la., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

#### Acknowledgment by Bidder:

Name of Bidder:	
By Authorized Representative:	
Signature:	
Printed Name and Title:	
Date:	

### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN <u>PART 1:</u> CERTIFICATION BIDDERS <u>MUST COMPLETE</u> PART 1 BY CHECKING <u>EITHER BOX</u>.

#### FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <u>http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</u>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

#### PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is <u>listed</u> on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification

#### OR

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

#### Part 2

## PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name:	Relationship to		
	Bidder/Vendor:		
Description of Activities:			
Duration of Engagement:	Anticipated Cessation Date:		
Bidder/Vendor:			
Contact Name:	Contact Phone No.:		

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

Full Name (Print):	
Signature:	
Title:	
Date:	
Bidder/Vendor:	

#### **TOWNSHIP OF HILLSIDE**

#### **ATTENTION ALL BIDDERS:**

The following is a check list which has been compiled to assist you in successfully completing your bid.

Bold-faced items are mandatory. Failure to submit these bold-faced items with your bid will result in its rejection.

Please check off and initial each item as it is completed:

\_\_\_\_\_ Bid Bond or Deposit (IF REQUESTED) See N.J.S.A. 40A: 11-21

\_\_\_\_\_ Bid Proposal Form

\_\_\_\_\_ Non-Collusion Affidavit Form (This must be notarized)

\_\_\_\_\_ Stockholder of Partnership Disclosure Statement Form

\_\_\_\_\_ Vendor's Acknowledgement Form

State of New Jersey Business Registration Certificate (for Bidders and all Sub-Contractors)

\_\_\_\_\_ Acknowledgment of Receipt of Changes to Bid Documents Form (This form must be signed even if there are no changes to Bid Documents)

**\_\_\_\_\_ DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN** 

\_\_\_\_\_ All other mandatory submissions listed in this document

By Authorized Representative
Signature: \_\_\_\_\_

Print Name and Title:

Date: \_\_\_\_\_, 2022

## SCOPE OF WORK FOR: Holiday Decorations and Lights Set-up Services

The Township of Hillside is seeking sealed written bids for Holiday Decorations and Lights Setup services:

Service locations: Townhall, Liberty Avenue, Summit Avenue, and Maple Avenue

Decorations shall be installed by December 1, 2022.

Decorations shall be of high quality and in working order through January 5, 2023.

Contract will include installation, removal, repair, or replace as needed throughout the contract period except for acts of vandalism.

Hillside Township will supply electrical GFI power outlets.

Category De	scription	Location	
Color			
Roof Lighting			
Fascia/ Gable C9 Led		2 sides	
Fascia/ Gable C9 LED		nt fascia 2 levels & portico	
Tree/ Shrub Light			
Canopy C-7 Led 24" s	spacing Bl	ue spruce at the municipal bldg.	Multi LED
Garland			
Mixed Noble 14" garl	and		
LED warm white		4 front columns w/ bows	
Mixed Noble 14" garland			
LED warm white		Liberty Ave 142 light poles w/ 2 bows	
Mixed Noble 14" garland			
Led warm whi	Led warm white Summit Ave 8 light poles w/ 2 bows		OWS
Deluxe 14" garland			
LED warm white Maple Ave 22 light poles w/ 2 structure bow		cture bows	
Display			
Tree of lights 12'		Front Lawn	
22' Seasons Greetings	s Sign		
HD LED		Front Lawn area TBD	

#### **BID PROPOSAL**

#### THE TOWNSHIP OF HILLSIDE UNION COUNTY, STATE OF NEW JERSEY

#### "Holiday Decorations and Lights Set-up Services"

THE TOWNSHIP IS SEEKING FOR A COMPANY TO FURNISH HOLIDAY DECORATIONS INSTALLATION MOUNTING AND DIS-MOUNTING AND STORING DECORATION IN A CLIMATE CONTROL WAREHOUSE FOR THE FOLLOWING YEAR.

THE CONTRACT IS TO BE AWARDED TO THE SUCCESSFUL BIDDER FOR THE PERIOD OF ONE YEAR FROM THE DATE AWARDED THE CONTRACT THROUGH RESOLUTION WITH AN OPTION TO RENEWAL OF TWO, ONE-YEAR PERIOD CONTRACT NOT TO EXCEED THREE (3) YEARS.

THE UNDERSIGNED PROPOSES TO FURNISH ALL SERVICES AS CALLED FOR IN THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:

\$\_\_\_

AMOUNT WRITTEN

FIGURES

**IN WITNESS WHEREOF,** THE BIDDER HAS EXECUTED THIS BID AND PROPOSAL AND AGREES TO PERFORM THE WORK IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS IF AWARDED THIS CONTRACT.

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

NAME OF BIDDER:
BIDDER'S ADDRESS:
BIDDER'S STATE OF INCORPORATION:
BIDDER'S PHONE NO.:

BIDDER'S FAX NO.:

(Signature of president if a corporation or other duly authorized representative)

(Print name and title)

Attest: \_

(Signature of secretary if a corporation or other duly authorized representative)

(Print name and title)