

COUNTY OF SOMERSET NEW JERSEY
PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876-1262

Somerset County
Community Development Office
27 Warren Street
Somerville, NJ 08876



Contact Information
Edward Eick or Tracey Rizk
PHONE: (908) 541-5756

NOTICE TO BIDDERS

Sealed bids will be received by the Homeowner on Tuesday, March 23, 2010 at 2:00 P.M. prevailing time in the Community Development Office, 27 Warren Street, Second Floor, Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

Contract #: 2009-02-19
Name: Elizabeth Street, South Bound Brook, NJ

Proposals must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the words "CONTRACT # 2009-02-19 and Elizabeth Street, South Bound Brook" on the outside, addressed to:

Community Development Office
27 Warren Street
Somerville, New Jersey, 08876

Specifications and instruction to bidders may be obtained by downloading the bid packet on the County website at www.co.somerset.nj.us

All Bid Addenda will also be issued on the website. Therefore, all interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

For Community Development Office
Date Advertised: March 10, 2010

COUNTY OF SOMERSET
GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
 - (1) Addressed to the Community Development Office
 - (2) Bearing the name and address of the bidder on the outside
 - (3) Clearly marked "BID" with the name of the item(s) being bid.Provide One (1) Original and One (1) Copy so marked.
- C. It is the bidder's responsibility to see that bids are presented to the Community Development Office (CDO) on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The CDO reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

2. QUOTATIONS, BIDS AND FORMS

- A. (1). This project is exempt from any local, state or federal sales, use or excise tax. Service charges such as interest and late fees will not be paid.

(2). The CDO or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications. The County is rated by:
- B. Bids must be signed in ink by the bidder; all price quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. Insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contract F.O.B. destination and placement as designed by the Homeowner. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- E. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- F. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*

3. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by a CDO consultant.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the CDO. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The CDO interpretations or corrections thereof shall be final.

- D. 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the CDO of the extended totals shall govern.

4. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract.
- B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The CDO reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the CDO, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

5. AWARD OF BID

- A. Any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected.
- B. The CDO further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Homeowner. Without limiting the generality of the foregoing, the CDO reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Homeowner may then, at its option, accept the bid of the next lowest responsible bidder.
- E. Separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

6. CONTRACTOR'S REGISTRATION ACT

Prospective contractors are to be compliant in accordance with the "Contractor's Registration Act" (NJSA 56:8-136 et seq.) relative to home improvement contractors and are to provide proof of registration with bid submittal.

7. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

8. NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

9. 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) aka hazardous substance fact Sheet, must be furnished.

10. ACQUISITION, MERGE, 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, when required, a performance bond in the amount of the open balance of the contract.

11. INSURANCE AND INDEMNIFICATION

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection.

A. Insurance Requirements

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. ☐ Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage.

C. Indemnification

Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the

bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

12. PAYMENT

Payment will be made after a properly executed voucher has been received and formally approved on the voucher list. The voucher will be certified correct by the CDO and Homeowner.

13. TERMINATION

A. DEFAULT

Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract. The CDO may terminate the contract upon 30 days' written notice to the Contractor. The Owner shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

B. TERMINATION BY THE CDO:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Owner may terminate this contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the CDO shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

14. INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless the CDO, its officers, agents and employees and the Homeowner, hereinafter referred to as indemnities, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

15. ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

16. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

17. AMENDMENTS TO N.J.S.A. 2C: 21-33 et. seq. "TRUTH IN CONTRACTING"

Provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

18. NON-ALLOCATION OF FUNDING TERMINATION

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

19. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB County locations. No price escalation. The vendor shall void the contract and permit the County to solicit open market pricing should any price increase or surcharge be imposed.

BID PROPOSAL SHEET

Program: Somerset County, CDBG

Project #2009-02-19
Address: Elizabeth Street
South Bound Brook, NJ 08880

INSPECTOR:
TW
INSPECT DATE:
1/12/2010

COMPLETE COST COLUMN AND PRINT NUMBERS CLEARLY

Division #	Description of Work- Page 1 of 1	COST \$
Div 1	General Requirements*	\$
	1. Building Permit	
	*NOTE Municipal permit fees are waived by the municipality for this housing rehabilitation project. Permits and approval remain the responsibility of the contractor.	
	2. Lead safe work practices** must be employed on the following during the construction process: A. Windows	
	**Contractor must provide certificate and is responsible to pass Lead Paint Clearance Test(s) (by others). Re-testing will be charged to the contractor.	
Div 2	Site Work	
	1. Remove all construction debris from job site.	\$
	2. Install two yard drains and piping as per attached drawing	\$
	3. Remove and reset flagstone on porch steps in front of house	\$
	4. Add fill dirt and stone along foundation on driveway side of house as per attached drawing.	\$
	5. Replace leader drain pipe under front porch	\$
	6. Chip out all cracks around the foundation. Replaster and apply a waterproof seal in a light gray color.	\$
Div 6	Wood and Plastics	
	1. Replace existing basement stairs	\$
Div 8	Doors and Windows	
	1. Replace windows throughout the first floor using double hung replacement type. Replace basement windows using vinyl sliding type	\$
	Total Bid Price	\$

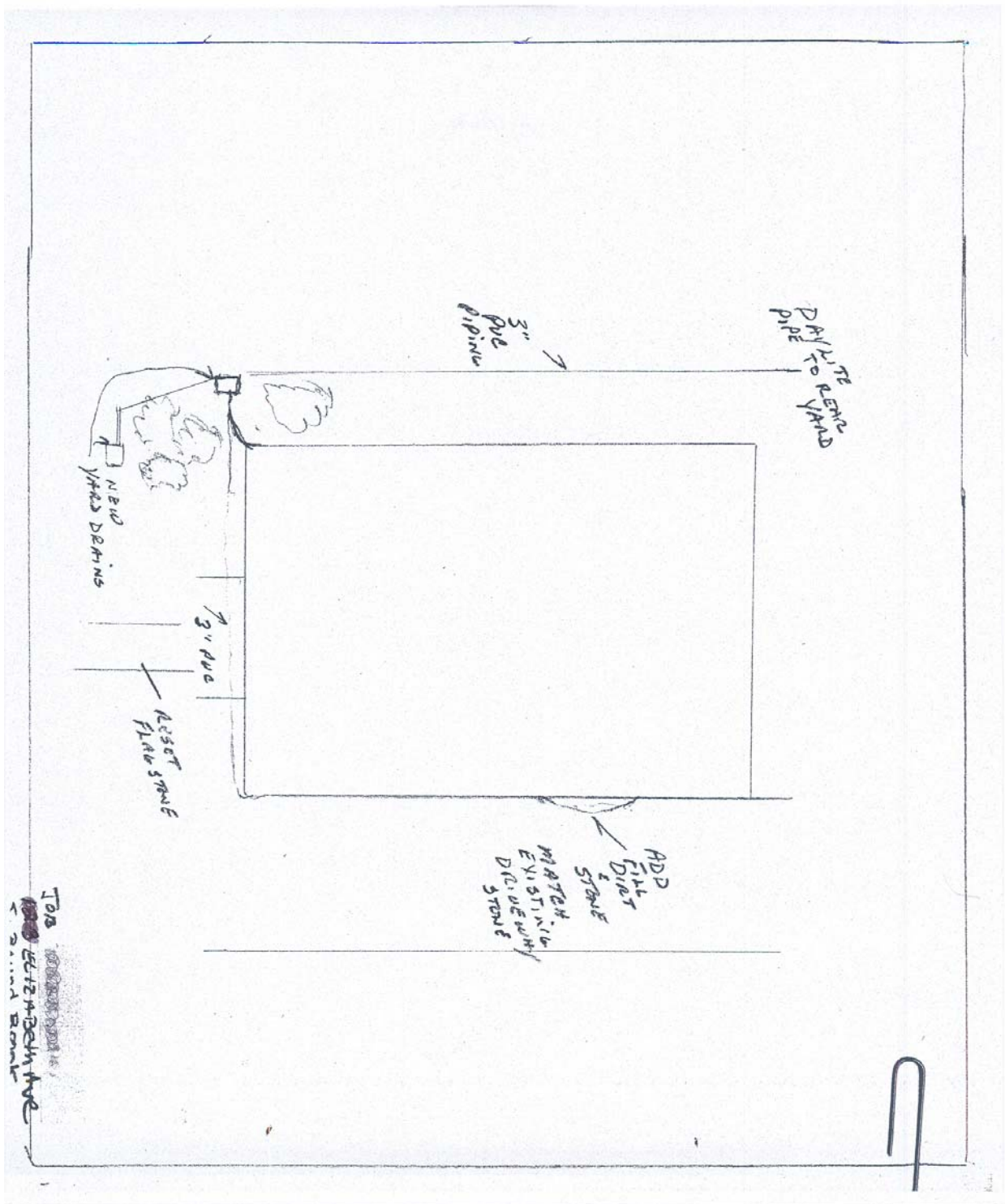
Dollars and cents

(Total Bid Price Written)

Bid Submitted By: _____
Name and Company

Note * PROVIDE HOMEOWNER WITH PRODUCT WARRANTY FOR ALL COVERED ITEMS

Please call the Community Development Office at (908) 541-5756 to obtain the contact information necessary to inspect the property prior to submitting bid. A mandatory Bidders Proof of Property Inspection form follows this Bid Proposal Sheet. The Bidders Proof of Property Inspection form must be signed by the homeowner and submitted with bid.



**COMMUNITY DEVELOPMENT OFFICE
SOMERSET COUNTY**

BIDDERS PROOF OF PROPERTY INSPECTION

I, (the homeowner), certify that the contractor named below, or his representative, did inspect my property to determine a bid for the rehabilitation work to be performed on my home in accordance with the Work Write-Up prepared by Affordable Housing Administrators.

Homeowner's Signature

Date

Contractor's Signature

Date

Print Contractor Name, Title, Company

Date

COMMUNITY DEVELOPMENT OFFICE
SOMERSET COUNTY
BID DOCUMENT CHECKLIST

Required With Bid	Please call the Community Development Office at (908) 541-5756 to obtain the contact information necessary to inspect the property prior to submitting bid. A mandatory Bidders Proof of Property Inspection form precedes this Bid Document Checklist. The Bidders Proof of Property Inspection form must be signed by the homeowner and submitted with bid.	Read, Signed & Submitted Bidder's Initial
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A.	FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF BID	
☒	Non-Collusion Affidavit	_____
☒	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
☒	Bid Proposal Signature Page	_____
☒	License(s) or Certification(s) Required by the Specifications-Lead Safe Work Practices	_____
☒	Bid Proposal Sheet & Bidders Proof of Property Inspection Form	_____
☒	Contractors Registration number/ Subcontractor Disclosure Form	_____
☒	New Bidders- Complete CONTRACTOR'S QUALIFICATION FORMS if no prior contracts awarded	_____
☒	Copy of Certificate of Insurance- Homeowner Additionally Insured- UPON AWARD	_____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____

Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

COMMUNITY DEVELOPMENT OFFICE
SOMERSET COUNTY
SIGNATURE PAGE

TO COUNTY OF SOMERSET COMMUNITY DEVELOPMENT OFFICE/HOMEOWNER:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services.

The undersigned is a (Corporation)
(Partnership) under the laws of the State of _____ having its
(Individual)
Principal office at _____.

Company Federal I.D. # or Social Security #

Address

Signature of Authorized Agent Type or Print Name

Title of Authorized Agent Date

Telephone Number Email Address

Fax Number

COMMUNITY DEVELOPMENT OFFICE
COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT

State of _____
County of _____

ss:

I, _____ of the City of _____

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

I am _____ of the firm of _____

(Title or position)

(Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of contractor)

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

COMMUNITY DEVELOPMENT OFFICE
SOMERSET COUNTY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>	<u>ACKNOWLEDGE RECEIPT (Initial)</u>

Acknowledged for:

(Name of Bidder)

By:

(Signature of Authorized Representative)

Name:

(Print or Type)

Title:

Date:

FORM NOT REQUIRED IF NO ADDENDA ISSUED

**COMMUNITY DEVELOPMENT OFFICE
COUNTY OF SOMERSET
CONTRACTOR REGISTRATION / SUBCONTRACTOR DISCLOSURE**

1. Contractor's Registration Act

Prospective contractors are to be compliant in accordance with the "Contractor's Registration Act" (NJSA 56:8-136 et seq.) relative to home improvement contractors and are to provide proof of registration with bid submittal.

REGISTRATION NUMBER: _____

2. All bidding contractors are required to disclose their subcontractors with the submission of their bid. Please provide the name, address and telephone number of your subcontractors as follows:

Electrical:

Name: _____

Address: _____

Phone: _____

License #: _____

Plumbing:

Name: _____

Address _____

Phone: _____

License #: _____

Siding and roofing:

Name: _____

Address _____

Phone: _____

Other:

Name: _____

Address _____

Phone: _____

**COMMUNITY DEVELOPMENT OFFICE
SOMERSET COUNTY
HOUSING REHABILITATION
CONTRACTOR QUALIFICATION FORM**

PLEASE PRINT

1. FEDERAL I.D. NUMBER _____ SOCIAL SECURITY NUMBER _____

2. NAME OF FIRM _____

ADDRESS _____

4. TELEPHONE _____ FAX _____ CELL _____

5. E-MAIL _____

6. LEAD BASED PAINT CERTIFICATION;

SAFE WORK PRACTICES YES / NO _____ ABATEMENT YES / NO _____

7. INDICATE WHETHER YOU SELF PERFORM (SP) OR SUB CONTRACT (SC) THE FOLLOWING WORK:

____ General Carpentry	____ Painting, exterior	____ Air Conditioning
____ Finish Carpentry	____ Wallpapering	____ Electrical Work
____ Roofing	____ Insulation	____ Concrete Work
____ Siding, all types	____ Gutters	____ Block/Brick Work
____ Dry Wall	____ Kitchen Installation	____ Storm Window
____ Plaster	____ Plumbing	____ Carpet Installation
____ Painting, interior	____ Heating & Ventilation	____ Linoleum Installation

8. DOLLAR VALUE OF LARGEST SINGLE PROJECT:\$ _____

9. BANK REFERENCES

Name/Address: _____

Name/Address: _____

10. HAVE YOU PERFORMED WORK UNDER OTHER HOUSING REHABILITATION OR GOVERNMENT FUNDED PROGRAMS? YES / NO (if yes) _____

11. HAVE YOU EVER DEFAULTED ON A CONTRACT AWARDED TO YOU? YES / NO

If Yes, when and why? _____

12. LIST ANY JUDGEMENTS, CLAIMS, ARBITRATION PROCEEDINGS OR SUITS PENDING OR OUTSTANDING:

13. WORKERS COMPENSATION INSURANCE

POLICY NO. _____

EFFECTIVE DATE _____

AGENT _____

TEL # _____

14. LIABILITY INSURANCE

POLICY NO. _____

EFFECTIVE DATE _____

AGENT _____

TEL # _____

14. IS YOUR BUSINESS WOMAN OR MINORITY OWNED? YES / NO *(For statistical purposes only)*

15. PLEASE PROVIDE REFERENCES NO MORE THAN TWO (2) YEARS OLD

A) NAME _____

ADDRESS _____

PHONE _____

WORK DONE _____

CONTRACT AMOUNT _____

B) NAME _____

ADDRESS _____

PHONE _____

WORK DONE _____

CONTRACT AMOUNT _____

C) NAME _____

ADDRESS _____

PHONE _____

WORK DONE _____

CONTRACT AMOUNT _____