

**NOTE:** The Town of Morristown will consider bids only from firms or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Bids.

**REQUEST FOR BIDS FOR  
ELEVATOR SUBCODE OFFICIAL**

**ISSUE DATE: May 30, 2024**

**DUE DATE: June 14, 2024  
11:00 A.M.**

**Issued by:**

**Town of Morristown  
200 South Street  
Morristown, New Jersey**

## Legal Notice to Bidders

Notice is hereby given that, in accordance with N.J.A.C. 5:23-4.5A, the Town of Morristown is seeking bids from authorized on-site inspection agencies for a contract of three (3) years for an Elevator Subcode Official. Sealed Bids will be received by the Business Administrator of the Town of Morristown, in the County of Morris, State of New Jersey, Municipal Building, Room 201, 200 South Street, Morristown, New Jersey, 07960, on **June 14, 2024** at 11:00 a.m., prevailing time for the furnishing of the following:

### **ELEVATOR SUBCODE OFFICIAL**

Specifications for the above may be examined in the Department of Building and Construction, 200 South Street, 2<sup>nd</sup> Floor, Morristown, New Jersey, between the hours of 7:30 am and 3:20 pm, Monday through Friday. Any person, firm, or corporation desiring a copy of the Specification Documents may obtain such from the Office of the Construction Official.

Any reference in the Bid specification documents to the terms "Proposal" or "Proposer" shall be construed to have the same meaning as the terms "Bid" or "Bidder" pursuant to the Local Public Contracts Law.

Bidders must use the prepared Bid Sheet. Each bid must be enclosed in a sealed envelope addressed to the Business Administrator, Town of Morristown, marked on the outside "**Elevator Subcode Official**" and delivered on or before the hour set forth above. Bid opening will be held in Meeting Room 201, at 200 South Street, Morristown, N.J. **NO BIDS WILL BE ACCEPTED AFTER THE BID OPENING HAS COMMENCED.** The Town of Morristown will not assume responsibility for bids forwarded by mail or delivery service. The Town of Morristown reserves the right to award the contract to the lowest responsible bidder.

**The successful bidder will be required to execute the contract within (20) twenty days after award of the contract** and submit a Business Entity Disclosure Certification and any other necessary documentation required if not already submitted.

Bids must be accompanied by a bid guarantee in the form of a certified check, bid bond or cashier's check in the amount of ten percent (10%) of the total amount bid, but not in excess of \$20,000.00, made payable to the order of the Town of Morristown.

The guarantee of the successful bidder will be returned upon execution of the contract. All guarantees of the unsuccessful bidders will be returned upon award of contract to the successful bidder.

Bidders (and Bidder's subcontractors, if any) should submit a Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue, in accordance with the requirements of P.L. 2009, c. 315.

Bidding information contained in this Bid should be clear and not subject to qualifications, deletions, erasures or other markings that create any doubt as to its meaning. Bidders should make sure that the Bid Form is signed by a duly authorized person on behalf of the bidder and that the bid is responsive. Bidders can determine the responsiveness of their bid by reading "General Instructions for Bidders" and the "Bid Document Submission Checklist". **INSTRUCTIONS MUST BE FOLLOWED EXACTLY OR THE BID MAY BE DECLARED NON-RESPONSIVE.**

The right to reject any and all bids and to waive any informality in any bid is reserved if such an action is not detrimental to the interest of the Town of Morristown.

Bidders are required to comply with the requirements of P.L. 1975, c. 127, which pertains to "non-discrimination" and "affirmative action" and P.L. 1977, c. 33, which refers to the statement of corporation ownership.

Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin and to the greatest extent possible, opportunity for training and employment shall be given to lower-income residents of the project area.

Jillian C. Barrick, AICP, P.P., Business Administrator

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## GENERAL INSTRUCTIONS FOR BIDDERS

It is the purpose of these General Instructions to establish an understanding of the intent of the Town of Morristown (“Town” or “Owner”) in the purchase of certain equipment/services.

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

Specifications may be reviewed and/or acquired at the Department of Building and Construction, Second Floor, during normal business hours of 7:30 am to 3:20 pm.

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 after the Bid opening has commenced. The Town takes no responsibility for the receipt of Bids through the U.S. Postal Service or other courier services.

Any reference in the Bid specification documents to the terms “Proposal” or “Proposer” shall be construed to have the same meaning as the terms “Bid” or “Bidder” pursuant to the Local Public Contracts Law.

### 1. Bid Submission

All Bids must be submitted on the Bid forms furnished herein and must be enclosed in a sealed opaque envelope, with the name of the Bidder and the name of the project plainly and clearly marked on the outside as follows:

**TO:** Business Administrator, Jillian Barrick  
2<sup>nd</sup> Floor, room 239  
Town of Morristown  
200 South Street  
Morristown, N.J. 07960

**Bid For:** “ELEVATOR SUBCODE OFFICIAL”  
**Due:** June 14, 2024, @ 11 a.m.

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. No Bids shall be received nor accepted after the commencement of the Bid opening. It is the vendor’s responsibility to deliver the sealed Bid document to the Bid opening location as specified herewith. The Town and/or its authorized agents are not responsible for misdirected or wrongly delivered Bid documents.

3. Bid Completion

The Bidder shall fill in all blank spaces in the Bid form using ink or typewriter and sign same in ink. Erasures or other changes in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the Bid, or irregularities of any kind, may be cause for rejection by the Town. Bidders may bid on any or all items or categories in this Bid unless other stipulations are made in the specifications.

4. Conditional Bids

Conditional Bids will not be accepted.

5. Time to Award Contract

Bids are to remain firm for a period of not less than sixty (60) days. Award or rejection of Bids will be made within this period. If for any reason the Municipality is unable to make an award within such sixty (60) day period, it shall be lawful for such Municipality and each of the three lowest responsible Bidders to agree upon an extension not to exceed an additional sixty (60) days, for the making of the award, in which event the Municipality shall make the award or reject such Bids on or before the end of such extension period.

6. Withdrawal of Bids

Any Bid may be withdrawn on written request received from a Bidder prior to the time fixed for the Bid opening. After the time fixed for the bid opening a bid may be requested to be withdrawn if the bidder has made a mistake. A mistake is defined as "a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation." N.J.S.A. 40A:11-2(42). The written request shall be signed by the Bidder. Otherwise no right to withdraw a Bid shall exist after the time specified for opening of Bids or for the sixty (60) days thereafter.

7. Comparison of Bid Prices

After the Bids are opened and read, they are compared on the basis of the Total Price Bid.

8. Tax Exemption

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

9. Misinterpretation of Contract Documents – (Schedule A)

Bidders shall submit this form with the Bid.

10. Start of Work and Time of Completion

Work shall be commenced within ten calendar days after being instructed to do so in a written notice from the Town of Morristown. Any work performed prior to this date will be at the Contractor's sole instance and expense. The time for completion of the work shall be that fixed by the Standard Provisions.

## 11. New Jersey Business Registration Requirements

Bidders and Bidders' subcontractors, are required to submit a Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue, in accordance with the requirements of P.L. 2009, c. 315. This statute removes the requirement that a bid be automatically rejected if the Bidder fails to submit a Business Registration Certificate at the time of the Bid. The statute now permits the Business Registration Certificate to be filed with the Town of Morristown prior to the award of Bids. However, a Bidder must have a valid Business Registration Certificate in place prior to the receipt of Bids.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that provides false business registration information under the requirements of either of those sections shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

## 12. Contract Award and Right to Reject Bids

Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

The Town of Morristown shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-1 et seq. The bid of any bidder that is deemed not to be "responsible" shall be rejected. The award is to be made to the lowest responsible bidder submitting on the basis of the total base bid only and not divided out by lowest unit pricing. The Town reserves the right to reject any and all Bids pursuant to N.J.S.A. 40A:11-13.2, to award in whole or in part, to waive immaterial defect or informality in any Bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the Town to do so. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications package prevail. Bidder exceptions must be formally accepted by the owner.

Within twenty (20) calendar days of the award of the contract, the Town of Morristown shall notify the successful bidder in writing, at the address set forth in the bid and such notice shall specify the place and time for delivery of the executed contract and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Town of Morristown to declare the successful bidder non-responsive and to award the contract to the next lowest bidder. Award or rejection of Bids will be made within this period. If for any reason the Municipality is unable to make an award within such sixty (60) day period, it shall be lawful for such Municipality and each of the three lowest responsible Bidders to agree upon an extension not to exceed an additional sixty (60) days, for the making of the award, in which event the Municipality shall make the award or reject such Bids on or before the end of such extension period. All bidders will be notified of the Town of Morristown's decision.

## 13. U.S. Manufactured Products

In accordance with N.J.S.A. 40A:11-18, only products manufactured or farmed in the United States, wherever available, shall be used in connection with this Contract.

14. Brand Name

The name of any manufacturer, trade name, or manufacturer or vendor model number or catalogue number mentioned in the Specification Package is for the purpose of designating a standard of quality and type and for no other. Even though a particular manufacturer's name or brand is mentioned, Bids will be considered on other brands or on the product of other manufacturers which may be comparable and equivalent in quality, and suitable to the Town's needs. When the responding Bid may differ from the requirements set forth in the Specification Package, the vendor shall indicate clearly the item/product on which he is proposing; shall describe each variation in detail in the space provided within the specification response/compliance sheets and specifying the variation that will apply; and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer mentioned in the specifications. Catalogue cuts and descriptive data shall be attached to the original copy of the Bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the Bid.

15. Return of Bid Guarantee

The Bid guarantee of all Bidders except the three (3) apparent lowest responsible Bidders, will be returned within ten (10) days after the opening of Bids, Saturday, Sundays and Holidays excepted. The Bid guarantee of the remaining unsuccessful Bidders will be returned within three (3) days, Sundays and Holidays excepted, after award of a Contract and approval of the Contractor's performance bond.

16. Use of Bid Guarantee as Liquidated Damages

All deposits made with Bids hereon shall be returned to the person making the same as soon as the three lowest responsible Bidders are selected (except those deposits made by the lowest responsible Bidders) but, in any event, within thirty days after receipt of Bids. If the Bidder to whom the award is made shall fail to execute the Contract and furnish the required bond or security for the performance of the Contract within ten days, the award shall be vacated and the deposit forfeited as liquidated damages.

17. Required Signatures

The firm, corporate or individual name of the Bidder must be signed in the space provided for signatures on the Bid form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the Bid must be accompanied by original evidence of the authority of the Bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the Contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State.

18. Intentionally Omitted.

19. Technical Specification Questions or Bid Document Questions

**Should be addressed to:**

Brian Mulligan, Construction Official  
Department of Building and Construction  
Town of Morristown  
200 South Street, 2<sup>nd</sup> Floor

No answers to any questions will be binding on the Town of Morristown unless they are formally incorporated as an addendum to these specifications. ***All questions must be submitted no less than three (3) business days before the bid opening date.*** Any prospective Bidder who wishes to challenge a Bid specification shall file challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the Bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

20. Availability of Funds

The contractual obligation of the Town of Morristown under this Contract is contingent upon the availability of appropriated funds from which payment for this Contract can be made.

The successful vendor (also referred to hereinafter as “Bidder”) shall be notified by a Notice of Award by way of a Purchase Order and/or a written contract and copy of the Resolution by the governing body sent by the Town. Within twenty (20) calendar days after receipt of said Notice, the successful vendor shall execute and deliver to the Town all documents required in these instructions and the Bid package. If the successful vendor fails to do so, the Town may elect to recover from that vendor damages caused to it by such failure.

21. Qualifications of Bidder

The Town 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 Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any and all Bids if the evidence submitted by or investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

The Contract shall not be awarded to a Bidder/vendor, or an officer or partner, who appears on the State of New Jersey’s list of debarred, suspended or disqualified Bidders.

22. Bid Guarantee - (Schedule B)

Each Bid shall be accompanied by a certified check, cashier's check or Bid Bond duly executed by the Bidder as principal. In the event a Bid bond is utilized, a surety company licensed to do business in the State of New Jersey shall execute same. The certified check, cashier's check or Bid bond shall be drawn to the Town of Morristown in the amount of (10%) ten percent of the total amount Bid. In the event a Bid Bond is utilized, the form attached hereto and made a part hereof as Schedule B shall be utilized. The certified check, cashier's check or Bid bond will be held by the Town as a guarantee, that in the event the Bid is accepted and a Contract awarded to the Bidder, the Contract will be executed and its performance duly secured by the required performance surety bonds. *Cash or negotiable securities shall not be accepted.*

Failure to submit such bid guarantee with the bid response will be deemed a fatal defect and shall render the bid unresponsive.

23. Intentionally Omitted.

24. Stockholder, Partnership or Other Business Entity Disclosure Statement Form - (Schedule C)



In accordance with N.J.S.A. 52:25-24.2 (P.L. 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% or more of its stock, of any class, or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. If a stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in the partnership, as the case may be, shall also be listed. Please use the attached form to comply with this requirement. Failure to supply such Stockholder, Partner or Other Business Entity Disclosure Statement Form shall be deemed a fatal defect and shall render the Bid unresponsive.

25. Non-Collusion Affidavit Form - (Schedule D)

Bidders are required to complete the enclosed Non-Collusion Affidavit Form attached hereto. Failure to submit same shall render the Bid unresponsive.

26. Certificate of Bidder Showing Ability to Perform Contract – (Schedule E)

All Bidders must complete the enclosed form or the Bid shall be deemed unresponsive and shall be cause for rejection of the Bid.

27. Bid Forms and Additional Requirements.

Bids submitted on a form other than the Bid Form(s) provided herein shall be rejected. Bidders shall submit bids using the bid form. All Bidders must answer all questions on the “Additional Requirements Form”. Failure to answer such Additional Requirements shall render the bid unresponsive.

28. Addendum/Acknowledgment of Receipt of Changes to Bid Documents – (Schedule F)

Fill in and sign attached form and submit with Bid. Failure to submit same shall render the Bid unresponsive.

29. Compliance with Americans with Disability Act – (Schedule G)

During the performance of the Contract, the Contractor agrees to provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. S12.101 et seq.) and shall execute Disclosure of Compliance with the Americans with Disability Act. Failure to submit same shall render the Bid unresponsive.

30. Insurance

The Contractor shall maintain the following insurance coverages in companies acceptable to the Town of Morristown, which will protect him from claims for damages which may arise from operations under this Contract whether such operations be by him or by any subcontractor or anyone directly or indirectly employed by either of them. In the case of Bidders' Insurance Companies and/or Surety Companies not chartered in the State of New Jersey, the Bid must also be accompanied by proper certification from the Secretary of State, indicating that such individuals, partnerships, and/or corporations are licensed to do business in the State of New Jersey. ***All insurance policies shall name the Town of Morristown as additional insured.***

1. Workers Compensation -- statutory limit; an Employer's Liability Insurance limit of not less than \$100,000.00. The policy to include a provision that the insurer agrees to waive all rights of subrogation against the Town of Morristown, its employees or agents;

2. Comprehensive Automobile Liability Coverage for protection against all claims for injury to any and all persons and damage to property of others arising from the use of each automobile, truck, vehicle, or other equipment used in the performance of the within Contract. The liability limits shall not be less than the following:
  - a. Bodily Injury -- \$1,000,000.00 per Person;
  - b. Property Damage -- \$500,000.00 Each Occurrence; or
  - c. A Combined Single Limit of \$1,000,000.00.
  
3. Comprehensive General Liability (Occurrence Form) Coverage for protection against all claims arising from injuries to any or all persons (including death resulting therefrom) and damage to property (including loss of use thereof) arising out of any act or omission of the Contractor, his agents and employees. The following coverages are to be included:
  - Products/Completed Operation
  - Contractual Liability for obligations of this Contract
  - Personal Injury Liability
  
4. The limits of liability shall not be less than \$1,000,000 each occurrence and aggregate where applicable.

General Liability and Automobile Liability Insurances shall include Owner (its elected officials, employees, agents, servants, consultants and designees, commissions, boards, authorities), Engineer or Architect as Additional Insured.

All coverages shall be in a form and with insurers acceptable to Owner.

Contractor shall ensure that insurance policies are endorsed to provide at least thirty (30) days written notice to Owner prior to any material change or cancellation of coverage.

Contractor, prior to commencing any work, shall submit a Certificate of Insurance to Owner evidencing compliance with the above requirements.

### 31. Requirements Under Right to Know Act

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.

### 32. Prevailing Wage and Labor Laws

The New Jersey Prevailing Wage Act (Public Laws of 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful Bidder.

### 33. 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 part or because of any failure to fully acquaint himself with any condition or provision of the Contract Documents.

Prices provided on the Bid Form herewith shall cover the cost of supplying all necessary labor and materials together with all special equipment and tools necessary and proper, and shall include the cost of all insurances, bonds, shipping, delivery and all other charges incidental to the services/procurement required herein.

34. Delivery of Materials – Where Applicable

The successful Bidder shall deliver proposed materials as needed to any location designated by the Town at the time of purchase. The materials shall be available pursuant to the delivery time stated on the Bid.

All materials, equipment, supplies and/or services delivered to or performed for the Town may be subject to final inspection and/or testing by the Town or by other testing laboratories as the Town may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the Town may reject all or any part of the materials, supplies or services to be provided under this contract/Bid.

35. Cancellation of Contract

If the work to be done under this Contract shall be abandoned by the Contractor or if at any time the Town Business Administrator shall certify in writing to the Town Council that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or not in accordance with the terms hereof, the Town may annul the Contract or any part thereof by a written notice served upon the Contractor, and the Town may thereupon have the power to Contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the Contractor.

The cost and expense so charged shall be deducted from and paid by the Town out of such monies as may be due or become due to the Contractor under and by virtue of the Contract. In case such expense shall exceed the amount which would have been completed by the Contractor, he or his surety shall pay the amount of such excess to the Town.

36. Assignment and Subletting

The Contractor shall keep the work under his personal control, and shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract, or his right, title, or interest in or to the same or any part thereof, without the previous consent, in writing, of the Town, and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Contract unless by and with the like consent of the Town. Consent by the Town to an assignment of this Contract shall not, in any way, release the Contractor from the conditions, covenants, and agreements herein undertaken by the Contractor, but such duty to perform shall continue as though such assignment had not been made.

37. Subcontractors – (Schedule H)

Any work to be subcontracted and the names of all subcontractors must be set forth in the Bid response or such Bid response shall be deemed unresponsive and shall be rejected. No contractor shall Bid on any contract for public work as defined in section 2 of P.L. 1963, c. 150 (C. 34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a Bid response for the contract unless the subcontractor is registered pursuant to P.L. 1999, c. 238 (C. 34:11-56.48 et seq.) at the time the Bid is made. No contractor or subcontractor, including a subcontractor not listed in the Bid response, shall engage in the

performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

The Contractor may utilize the services of subcontractors to accomplish any portion of its services. On the "List of Subcontractors and Items to be Subcontracted (Exhibit H)" form, each vendor must identify the name of each and every subcontractor whose services will be used to complete any portion of the vendor's proposed services, the nature of the subcontractor's work and the address and phone number of the subcontractor.

If no subcontractors are to be utilized, the vendor shall affirm this on the "List of Subcontractors and Items to be Subcontracted" form provided by *checking off this statement and initialing where indicated*.

The Contractor shall not be permitted to substitute for subcontractors listed in its Bid response without prior written notice to the Town and written acceptance of the said substitution by the Town. The Town in no way implies acceptance of any intended subcontractor by acceptance of Bids.

The Contractor shall be as fully responsible to the Town for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the RFP and any other Contract documents insofar as applicable to the work of subcontractors and to give the successful vendor the same power as regards terminating any subcontract as the Town may exercise over the Contractor under any provisions of the Contract documents. Nothing contained herein or in any Contract document shall create any contractual relationship between any subcontractor and the Town.

Failure to submit the "List of Subcontractors and Items to be Subcontracted" shall render the bid unresponsive and be a mandatory cause for rejection under N.J.S.A. 40A:11.23.2.

38. Affirmative Action Evidence – (Schedule I)

All vendors shall be required to comply with N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27-1.1 et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the "Affirmative Action/Employment Goal Compliance Attachment to Instructions" attached to these Instructions. Bidders shall execute the Affirmative Action Acknowledgment attached hereto as Schedule I.

39. Intentionally Omitted.

40. Oral Agreements and Waivers

Once a Contractor is chosen and contract is executed, no oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof, in writing, and no evidence shall be introduced in any proceeding of any other waiver or modifications.

Further, neither the acceptance by the Town, nor any of its employees, nor any order of the Town, nor any order by the Town for payment of money, nor any payment for, nor acceptance of, the whole or any part of

the work by the Town, nor any extension of time, nor any possession taken by the Town or employees therefore, shall operate as a waiver of any portion of this Contract or any power herein reserved to the Town, or of any right to damages herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided.

41. Intentionally Omitted.

42. Intentionally Omitted.

43. Indemnification.

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

44. Acquisition, Merger, Sale and/or Transfer of Business.

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 bid/contract. Any change shall be approved by the Owner. 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.

45. Payment.

Invoices shall be submitted monthly and shall state the address, job, and work performed at each location.

**TOWN OF MORRISTOWN**

**ON-SITE SUBCODE OFFICIAL  
ELEVATOR INSPECTIONS**

**TECHNICAL SPECIFICATIONS**

1. All bids must set forth the fees which the contractor proposes to charge for work done by it in the Town. The fees must be expressed as a uniform percentage, by subcode, which shall not exceed one hundred percent (100%) of the fees charged, as of the date on which the bids are opened, by the DCA when it serves as an enforcing agency. The municipality requires a forty percent (40%) administrative fee. These fees are set forth in N.J.A.C. 5:23-4.20.
2. The contract will set forth the specific amount to be paid by the Town to the Contractor. Such amount will, in all cases, be the amounts set forth in N.J.A.C. 5:23-4.20, as of the date of the opening of the bids, multiplied by the percentage proposed by the contract. Contractor will charge no other fees, will furnish no services other than subcode enforcement services to the Town, and will not receive any payments from the Town for any other goods or services whatsoever.
3. The contract will provide that amounts due to the contractor will be paid as follows, if applicable, and will be billed within thirty (30) days of coming due.
4. The amounts to be charged by contractor awarded a contract shall be the amounts set forth in N.J.A.C. 5:23-4.20 and/or 5:23-12.6 (a), (b) and (c) as of the date of the opening of the bids, multiplied by the percentage set forth in the bid.
5. The contractor will provide the DCA with a copy of the executed contract and all amendments thereto, including any attachments containing any terms of the agreement at least ten (10) days prior to the effective date. Any subsequent amendments will also be submitted.
6. The Elevator Subcode Official/Inspectors may not be changed or replaced without the approval of the Construction Official.

7. The Town will require subcode services from the contractor based on the permit activity in Town, as determined by the Construction Code Official, to review plans and meet the public. Their performance standards include:

- A. Meeting between the Construction Code Official and the contractor will be at the time designated by the Construction Code Official.
- B. All inspections shall be performed between 7:00 a.m. and 6:00 p.m. in accordance with the Uniform Construction Code regulations.
- C. The contract may be terminated by the Town in thirty (30) days of written notice by certified mail and by the Bidder in sixty (60) days of written notice by certified mail.
- D. The response time for emergency service shall be one hour at any time of the day or night.

**Contractor must provide service in the construction office five (5) days per week unless the Construction Official determines that fewer days are acceptable given the level of building activity.**

## BID DOCUMENT SUBMISSION CHECKLIST

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.**  
**(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owner's X-marks)		Initial Each Item Submitted with Bid (Bidder's initials)
X	A bid guarantee pursuant to <u>N.J.S.A.</u> 40A:11-23.21.	
	A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22 (Consent of Surety)	
X	Stockholder, Partnership Or Other Business Entity Disclosure Statement Form	
X	A listing of subcontractors and items to be subcontracted pursuant to <u>N.J.S.A.</u> 40A:11-16	
X	Bidders acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

**B. Failure to submit the following documents may be cause for the bid to be rejected.**  
**(N.J.S.A. 40A:11-23.1b.)**

Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Owner's checkmarks)	Initial EachItem Submitted (Bidder's initials)
	Public Works Contractor Registration Certificate for Contractor and Subcontractor, if applicable, pursuant to N.J.S.A. 34:11-56.48, <u>et seq.</u>	X	Submission of a Non-Collusion Affidavit (this form must be Notarized)
X	Affirmative Action Acknowledgement	X	Additional Requirements
X	Bid Sheet	X	Misinterpretation of Contract Documents Form
X	Certificate of Bidder Showing Ability to Perform Contract	X	Business Registration Certificate of Bidder and Subcontractors, if any, pursuant to <u>N.J.S.A.</u> 52:32-44.
X	Americans with Disability Act Disclosure Form	X	<del>INVESTMENT</del> ACTIVITIES IN IRAN

**C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of Bidder / Company: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name and Title of Signer: \_\_\_\_\_



**SCHEDULE "A"**

**MISINTERPRETATION OF CONTRACT DOCUMENTS**

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 part or because of any failure to fully acquaint himself with any condition or provision of the contract documents.

Elevator Subcode Official

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

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

Name Printed: \_\_\_\_\_

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

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

Corporate Registered Agent (if applicable)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**BID SHEET**

Town of Morristown  
Department of Building and Construction  
200 South Street, 2<sup>nd</sup> Floor  
Morristown, NJ 07960

Attn: Brian Mulligan, Construction Official

**RE: Contract No. \_\_\_\_\_**  
**Title of Contract:**  
**ELEVATOR SUBCODE OFFICIAL**

**ESTIMATED NUMBER OF ELEVATOR DEVICES IS**  
**310, this is subject to change.**

Gentlepersons:

The undersigned herein states that he or an authorized member of his firm has studied all the Bid documents and conditions and we are thoroughly familiar with the items to be provided and the delivery provisions. And we further agree to enter into contract as directed. We will provide Plan Review and On-Site Inspection Services for the following subcodes for a fee of:

Elevator: \_\_\_\_\_ of the State mandated fee for said services.

It is certified that the below named is authorized to make such a bid.

Name of Firm:  
Address:

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Typed Signature)

\_\_\_\_\_  
(Typed Position)

## **ADDITIONAL REQUIREMENTS**

### **This form must be submitted with the bid**

It is required that the subcode official be available at the Department of Building and Construction to meet with the public and the Construction Official on an as-needed basis as determined by the Construction Official. All inspections and/or re-inspections shall take place between the hours of 7:00 A.M. and 6:00 P.M. and are to be performed in a timely manner as prescribed by the Uniform Construction Code and directed by the construction official. It is understood that the Bidder will adhere to and comply with all the duties and responsibilities enumerated in N.J.A.C. 5:23-4.14 and all related rules.

The qualification statement submitted shall be in writing and shall contain the following information 1-13. Please address in writing, the manner in which the Bidder intends to comply with our “Local Procedural Requirements” a through j which are made a part of this request for bid.

Any omission of required information, in these qualification statements, questions 1 through 13 and Local Procedural requirements a through j, shall allow the local governing body the option to automatically disqualify the entire bid.

1. Bidder name and principal business address.
2. Name of person who will serve as the Bidder’s responsible official and representative if the Bidder is awarded the contract.
3. A complete list of all agencies technical, field inspection, and supervisory personnel, grouped by job classification and title. This list must also contain the technical, educational, and license qualifications of each person named.
4. A complete list of all municipalities served by the Bidder specifically identifying the subcodes enforced in each municipality named and the number of permits supervised and the number of inspections performed during an average month of the previous year in each municipality.
5. The Bidder’s Table of Organization correlated by job title to the personnel list specified in 3 above.
6. The manner in which each class of employee is compensated which shall be one of the following only: full-time salaried, part-time salaried, full-time hourly or part-time hourly. If employees of a given class are compensated in more than one way, a percentage breakdown must be provided. Provide a list of the elevator Inspectors and Subcodes employed by the Bidder in accordance with this requirement.
7. The complete address of each Bidder’s office that is open and staffed at least 35 hours per week by salaried or hourly employees of the Bidder.
8. A narrative description of the arrangements the Bidder plans to make for the issuance of minor work and single trade permits.
9. A narrative description of the arrangements, the Bidder plans to make discharging plan review obligations.
10. The time in which the Bidder can or has performed plan reviews assigned by the Construction Official.

11. Any guarantees of time in responding to requests for required inspections or plan reviews where the response time is less than the maximum time established in the regulations. If the Bidder cannot guarantee response time less than the maximum, please state such fact in the bid response.

12. The time in which the Bidder can respond or has responded to requests for required inspections from the construction industry.

13. List the name(s) of the sub-code officials and inspectors; list cell numbers for subcode officials and inspectors who will be providing sub code and inspection services to the municipality.

14. To maintain quality of work within our municipality as the bidder provides services in other municipalities, the bidder shall have at least (5) full time staff members who are licensed to provide elevator subcode services and who will satisfy a background check.

15. In what other municipalities is/are the above listed sub code official(s) and inspector(s) performing sub code or inspection services?

16. What are the anticipated numbers of inspections that will be required of each sub code official(s) or inspector(s) in any and all municipalities on an annual basis during the time of the contract with the municipality?

17. In addition to inspection s performed by said sub code official(s) or inspector(s) to other municipalities, describe any additional duties or requirements of any such municipality.

18. Describe in detail how said subcode official(s) or inspector(s) will service the municipality in conjunction with any other services to other municipalities.

19. A narrative description of the arrangements the Bidder plans to make for providing emergency inspection services, including response time.

The following is our list of “Local Procedural Requirements” which shall be considered a part of the Bidder’s response to this Bid.

a). The Subcode Official must submit completed technical subcode forms to the attention of the Construction Official of the Town of Morristown for signing and execution of the final certificate in the Town’s offices. The form must include the type of certificate, Block and Lot numbers, Building Registration Numbers, elevator car number and expiration date of Certificate and a Control Number for each certificate issued.

b). The Subcode Official will prepare all Notice of Violation and Order to Terminate, form U.C.C. F211 for signing together in the office of the Construction Official. It must include all necessary information such as Name of Owner/Agent, Lot and Block numbers, a Control Number for the purpose of identification, the name and address of the Board of Appeals and the fee for application to the Board.

c). Please provide a resume of the person(s) who will serve as the Bidder’s Subcode Official.

d). Within (15) days of the inspection the Subcode Official must deliver in person, to our Building Department, all inspection reports, completed Notices of Violation, and Certificate of Compliance for signing

off with the Construction Official as required by N.J.A.C. 5:23-1 et seq., within the prescribed time frames set forth in the regulations.(removed last sentence)

e). As required by N.J.A.C. 5:23-12, inspection cycles shall be maintained. A monthly status report is required, which provides the address of the elevator, including lot and block numbers, the current Owner or Agent, the type of elevator device, the next inspection due date and type of inspection for each building location in our municipality. Furnish an example of your report.

f). The SubCode Official shall be required to bill for its services rendered at a minimum of once each month. The bill must include the name and address of the owner, the elevator device address, the Lot and Block number, total fee collected the fee payable to the owner and the administrative fee retained by the municipality. Please provide an example of such bill.

g). When in the municipality, the Subcode Official or elevator inspector shall be available as necessary to perform inspections and will be required to advise us of their presence.

h). The municipality requires a 40% administrative fee. Included within the envelope marked "Sealed Bid," please provide a Fee schedule based on the fees the Bidder is bidding.

**SCHEDULE "B"**

**BID BOND**

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_, as Principal and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the **Town of Morristown**, as Owner, in the penal sum of \$\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The conditions of the above obligation are such that whereas the Principal has submitted to the **Town of Morristown** a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the **Elevator Subcode Official**.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the accepted of said Bid,

then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and sealed this     day of     , 2024

ATTEST:

(Corp. Seal)

\_\_\_\_\_  
Corporation Secretary

Witness as to Surety

\_\_\_\_\_  
(Signature)  
(Seal)

\_\_\_\_\_  
(Corporate Name)

By:

\_\_\_\_\_  
(Principal Signature)

(Title)

\_\_\_\_\_  
(Surety)

(Power of Attorney, and certificate of authority certified and effectively dated, for person signing for Surety Company,  
and a financial statement must be attached.)

**SCHEDULE “C”**

**STOCKHOLDER, PARTNERSHIP OR OTHER BUSINESS ENTITY DISCLOSURE STATEMENT**  
**N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

**Failure of the bidder to submit the required information is cause for automatic rejection of bid.**

NOTE: *It is mandatory that this form be completed and submitted with bids by all vendors who are either corporations or partnerships. A Bidder who is neither a corporation nor a partnership should so indicate in Paragraph A and sign at the end of the form.*

In accordance with P.L. 1977, c.33, N.J.S.A. 52:25-24.2, a corporate, partnership or other business entity vendor must submit a statement setting forth the names and addresses of all stockholders in the corporation or those who own interests in the partnership or other business entity, who own TEN (10%) PERCENT or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is, itself, a corporation or partnership or business entity, the stockholders holding 10% or more of that corporation's or business entity's stock, or an individual partner owning 10% or more interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established by this act has been listed.

A. NAME OF VENDOR:

- Corporation
- Subchapter S. Corporation
- Limited Liability Corporation
- Limited Liability Partnership
- Limited Partnership
- (Check one)  Partnership
- Sole Proprietorship
- Other (specify):

Complete if bidder/respondent is one of the 3 types of corporations:

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

Address of Vendor: \_\_\_\_\_  
\_\_\_\_\_

B. STOCKHOLDERS OR PARTNERS WITH 10% OR GREATER INTEREST

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.



- 7.
- 8.
- 9.
- 10.

(continue on supplemental sheet if necessary)

NOTE: In the event that no individual stockholder or partner owns 10% or more of this corporation, partnership, or other business entity, the vendor shall check below where indicated and sign as required.

No individual stockholder or partner owns 10% or more of this corporation or partnership or other business entity.

BIDDER: \_\_\_\_\_

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

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

\_\_\_\_\_  
Print or Type Name and Title

**SCHEDULE "D"**

**NON-COLLUSION AFFIDAVIT**

**BID FOR: ELEVATOR SUBCODE OFFICIAL**

STATE OF NEW JERSEY )  
 )  
COUNTY OF )

ss:

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

I am the \_\_\_\_\_ (title) of the firm of \_\_\_\_\_ the  
Vendor/Bidder making the Bid for the above named project/purchase, and that I executed the said Bid with  
full authority to do so; that said Vendor/Bidder has not, directly or indirectly, entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free competition in connection with  
the above named project; and that all statements contained in said Bid and in this affidavit are true and correct,  
and made with full knowledge that the Town of Morristown, relies upon the truth of the statements contained  
in said Bid and in the statements contained in this affidavit in awarding the contract for the said  
project/purchase.

I further warrant that no person or selling agency has been employed or retained to solicit of secure  
such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,  
except bona fide employees or bona fide established commercial or selling agencies maintained by  
\_\_\_\_\_ (Name of Contractor) in accordance with N.J.S.A. 52:34-15.

Subscribed and sworn to  
before me this    day  
of            , 2024.

Signed: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public, State of New Jersey  
My Commission Expires on \_\_\_\_\_  
(Seal)

**SCHEDULE "E"**

**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT**  
**PURSUANT TO N.J.S.A. 40A:11-20**

The undersigned bidder hereby certifies to the Town of Morristown that he owns, leases or controls any necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**SCHEDULE "F"**

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS**  
**(THIS FORM MUST BE SUBMITTED WITH THE BID)**

Pursuant to N.J.S.A. 40A:11-23. 1a., 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 units record of notice to bidders shall take precedence and that failure to include provisions of changes in a Bid specification may be subject for rejection of the bid.

The following notices, revisions or addenda to the advertisement or bid documents were received:

Description: \_\_\_\_\_  
Date Received: \_\_\_\_\_ Initial \_\_\_\_\_

Description: \_\_\_\_\_  
Date Received: \_\_\_\_\_ Initial \_\_\_\_\_

Description: \_\_\_\_\_  
Date Received: \_\_\_\_\_ Initial \_\_\_\_\_

Description: \_\_\_\_\_  
Date Received: \_\_\_\_\_ Initial \_\_\_\_\_

Description: \_\_\_\_\_  
Date Received: \_\_\_\_\_ Initial \_\_\_\_\_

*I have received no notices, revisions or addenda to the advertisement or bid documents.*

*Initial* \_\_\_\_\_

OR

*Sign below in either case and return with Bid.*

\_\_\_\_\_  
Company Name

\_\_\_\_\_ Date  
Authorized Signature

**SCHEDULE "G"**

**AMERICANS WITH DISABILITIES ACT DISCLOSURE**

\_\_\_\_\_, the Bidder, does hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("Act") (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 thereunto, are made a part of these Request for Bids – **Elevator Subcode Official** for the Town of Morristown.

Witness:

Contractor: \_\_\_\_\_

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Name, Title

Notary:

Signed and sworn to before me on  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

SCHEDULE "H"

**LIST OF SUBCONTRACTORS AND ITEMS TO BE SUBCONTRACTED**

Subcontractor #\_\_\_\_:  
Company Name:\_\_\_\_\_  
Company Address:\_\_\_\_\_  
\_\_\_\_\_  
Contact Person:\_\_\_\_\_  
Title:\_\_\_\_\_  
Phone Number:\_\_\_\_\_  
Fax Number:\_\_\_\_\_

Description of work to be performed by subcontractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor #\_\_\_\_:  
Company Name:\_\_\_\_\_  
Company Address:\_\_\_\_\_  
\_\_\_\_\_  
Contact Person:\_\_\_\_\_  
Title:\_\_\_\_\_  
Phone Number:\_\_\_\_\_  
Fax Number:\_\_\_\_\_

Description of work to be performed by subcontractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF NO SUBCONTRACTORS SHALL BE USED, PLEASE CHECK THIS LINE: \_\_\_\_\_**

NOTE: This form may be reproduced as necessary.

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

\_\_\_\_\_  
**Name of Company**

**By:** \_\_\_\_\_  
**Authorized Signatory**

## SCHEDULE "I"

### AFFIRMATIVE ACTION EMPLOYMENT GOAL COMPLIANCE

All vendors and all contractors, as a precondition to entering into a valid and binding procurement or service contract with the Town, are required to submit to the Town, prior to or at the time the formal Agreement (hereinafter referred to as the "contract") is submitted for signing by the Town (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

- (1) Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report issued in accordance with N.J.A.C. 17:27-4; or
- (3) An Affirmative Action Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by the Contractor in accordance with N.J.A.C. 17:27-4.

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

A) The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town compliance officer setting forth provisions of this nondiscrimination clause.

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

C) 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.

- D) The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the Americans with Disabilities Act.
- E) The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- F) The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G) 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.
- H) The Contractor or subcontractor agrees to review all procedures relating to transfer upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I) The Contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and the Town shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).



**SCHEDULE "I"**

**AFFIRMATIVE ACTION ACKNOWLEDGEMENT**

**(must be submitted with Bid)**

**I have read, understand, and intend to comply with the Affirmative Action/Employment Goal compliance requirements for this contract.**

VENDOR: \_\_\_\_\_

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
Print or Type Name and Title

**NOTE: FOR PROCUREMENT OR PROFESSIONAL SERVICES, Contract is not binding unless Bidder/vendor provides proof of Affirmative Action within three (3) days of Notice of Intent to Award. Vendor/Bidder may also provide proof of Affirmative Action with this Bid if they desire.**

## SUCCESSFUL BIDDER'S CHECKLIST

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

1. Affirmative Action Documents.
2. Certificate of Insurance with additional insured as specified.
3. Signed Contract (will be sent to successful bidder upon notification of award).
4. **NJ Business Registration Certificate (if not already provided) for Contractor and Subcontractors**
5. **Any other document required under the Town of Morristown's Local Pay to Play Ordinance**

**NOTICE OF AWARD**

Date:

To:

Address:

Project: Elevator Subcode Official

Contract Number: \_\_\_\_\_

**Please be advised that your firm has been awarded the above referenced contract by Town Council Action dated \_\_\_\_\_(Month) \_\_\_\_ 2024. Accordingly, please submit all required insurance and documents requested within the contract for execution.**

You are hereby notified that the delivery time under the above contract will commence to run on the date the contract is executed (the “Effective Date”). From the Effective Date, your entity shall commence performance of its contractual obligations.

**Town of Morristown**

\_\_\_\_\_  
Jillian C. Barrick  
Business Administrator

Receipt of this “Notice to Proceed” is acknowledged.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
*(print Name)*

By: \_\_\_\_\_  
*(signature)*

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

Contract: \_\_\_\_\_

## ELEVATOR SUBCODE OFFICIAL

Resolution: \_\_\_\_\_

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ in the year two-thousand & twenty one between the “Town of Morristown,” a municipal corporation of the State of New Jersey, (hereinafter called “The Town”), and \_\_\_\_\_, (hereinafter called the “Contractor,”):

### WITNESSETH

That the Contractor, for and in consideration of the sum or sums of money hereinafter entitled to be paid, as hereinafter expressed, by the Town, does hereby covenant, promise, and agree for himself, his executors, administrators, and assigns, to and with the Town as follows:

1. The Contractor shall perform all Work as specified or indicated in the Bid Specifications for the **Elevator Subcode Official** and will well and faithfully do, perform and complete all the work for the position, as set forth and required in the bid specification documents.
2. That the Contractor shall perform the services contemplated herein for a term of three (3) years from date of this contract as indicated in the Bid Specifications.
3. The Town shall pay Contractor for performance of the work contemplated herein in accordance with the Bid specification documents. Contractor shall submit monthly applications for payments for work completed along with a signed voucher.
4. The Contractor agrees that the amount and quantities of materials to be furnished and work to be done, as stated in the advertisement for bids relative to this work, are approximate only; that the said estimate is sufficiently accurate to determine the prices according to which it is agreed that the Contractor shall not, at any time, dispute or complain of such statement nor assert that there was any misunderstanding in regard to the character of the work to be done or the nature and amount of the materials to be furnished.
5. And the Town does covenant and agree to pay the Contractor the following sums as and for the prices of the work herein agreed to be done, namely: **ELEVATOR SUBCODE OFFICIAL, authorized by Resolution: \_\_\_\_\_, for the Amount of : \_\_\_\_\_.**
6. For all other work and materials in connection with the improvement contemplated by this agreement, the standard prices mentioned in the annexed specifications shall apply.
7. Agreement to Do All Work and to Accept All Conditions. The contractor agrees to furnish all material, to fully and faithfully perform and execute all work in accordance with the Contract Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of Third Party Elevator Inspection in accordance with the Bid Specifications at the prices named by him in the submitted bid.
8. Increase or Decrease of Quantities and Elimination of Items. In entering into this Contract, the Contractor agrees that the quantities of work as stated in said bid are only approximated, and that during the progress of the work, the Owner may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities and the Owner reserves the right to add to or take from the amount of the work as may be necessary to complete the works in a manner satisfactory to the Owner.

9. Intentionally omitted.
10. The Contractor shall proceed with the aforesaid work in a prompt and diligent manner and shall do the several parts thereof at such time and in such order as the Town Engineer may direct. The Contractor shall complete the whole of said work in accordance with the aforesaid plans and specifications by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning, or subcontracting, unless otherwise approved by the Town of Morristown.
11. The Contractor shall indemnify, defend and hold the Town harmless from and against any and all liabilities, claims, damages, injury to persons or property, suits, judgments and any and all costs related thereto, including, but not limited to, attorneys' fees, raised in connection with the work contemplated herein.
12. All of the terms and conditions contained within the bid specifications for the **Elevator Subcode Official**, and the promises of Contractor contained therein, are hereby incorporated and made a part hereof as though fully set forth at length herein.

ATTEST:

**TOWN OF MORRISTOWN**

\_\_\_\_\_  
 Margot G. Kaye, Town Clerk  
 Witness

\_\_\_\_\_  
 Mayor Timothy P. Dougherty

ATTEST:

**[NAME OF CONTRACTOR]**

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Authorized Signatory, Contractor

**INDIVIDUAL ACKNOWLEDGEMENT FORM**

STATE OF                                 }  
   }  
 COUNTY OF                                 }         SS.:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_, before me the subscriber, a Notary Public in the State of New Jersey, personally appeared \_\_\_\_\_,  
 \_\_\_\_\_  
 (Name)

who, I am satisfied, is the individual mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed, and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

Signature of Principal

Sworn and subscribed to before me this

\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_ L.S.

Notary Public in the State of New Jersey

My commission expires on \_\_\_\_\_ 2024

(Seal)

**CORPORATE ACKNOWLEDGMENT FORM**

STATE OF }  
 } SS:  
COUNTY OF }

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a  
Notary Public of New Jersey, personally appeared  
\_\_\_\_\_.

(Name of Secretary or Treasurer)

who being by me duly sworn, on oath, says that he is the \_\_\_\_\_  
(Secretary/Treasurer) of \_\_\_\_\_; the Grantor named in the foregoing instrument;  
that he that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the  
corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered  
by \_\_\_\_\_ who was, at the date thereof president/vice president of  
\_\_\_\_\_ (Name of President or Vice President) of said  
corporation, in the presence of this deponent, and said \_\_\_\_\_ president/vice president  
at the same time acknowledged that he signed, sealed and delivered the same as voluntary act and deed, and  
as the voluntary act and deed of sad corporation, by virtue of authority from its Board of Directors, and that  
deponent, at the same time, subscribed name to said instrument as an attesting witness to the execution thereof.

\_\_\_\_\_  
(Signature of Secretary or Treasurer)

Sworn and subscribed to before me this

\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_ L.S.

Notary Public in the State of New Jersey

My commission expires on \_\_\_\_\_ 2024

(Seal)

**PARTNERSHIP ACKNOWLEDGEMENT FORM**

STATE OF	}	
	}	SS:
COUNTY OF	}	

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and \_\_\_\_\_, before me the subscriber, a Notary Public in the State of New Jersey, personally appeared who, I am satisfied, is one of the partners of \_\_\_\_\_, the co-partnership named as the firm party of the second part in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed, and delivered the same as a voluntary act and deed and as the voluntary act and deed of said co-partnership, for the uses and purposes therein expressed.

Signature of Affiant

Sworn and subscribed to before me this

\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
L.S.  
Notary Public in the State of New Jersey

My commission expires on \_\_\_\_\_ 2024

(Seal)



**LIMITED LIABILITY ACKNOWLEDGMENT FORM**

STATE OF                                 }  
  }  
COUNTY OF                           } SS:  
  }

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public of New Jersey, personally appeared \_\_\_\_\_, (Name of Member) who being by me duly sworn, on oath, says that he is a Member of \_\_\_\_\_; the Limited Liability Company named in the foregoing instrument; that he witnessed the signature of this instrument by \_\_\_\_\_, who was, at the date thereof Managing Member of the Limited Liability Company named herein, in the presence of this deponent, and said Managing Member at the same time acknowledged that he signed, sealed and delivered the same as voluntary act and deed, and as the voluntary act and deed of said Limited Liability Company by virtue of authority from its Members, and that deponent, at the same time, subscribed name to said instrument as an attesting witness to the execution thereof.

\_\_\_\_\_  
(Signature of Member)

Sworn and subscribed to before me this  
\_\_\_ day of \_\_\_\_\_ 2024  
\_\_\_\_\_ L.S.

Notary Public in the State of New Jersey  
My commission expires on \_\_\_\_\_ 2024

(Seal)

<b>Description</b>	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey 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").
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The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

## Disclosure of Investment Activities in Iran

Person or Entity

### Part 1: Certification

#### COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.



*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed 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 below.*

**OR**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

### Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the **Name of Contracting Unit** 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 any contracts with the **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** 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 agreement(s) with the **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

**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:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2 ___.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

