Old Tappan Free Public Library
56 Russell Ave.
Old Tappan, NJ 07675

REQUEST FOR PROPOSALS (RFP)
FOR CONTRACTING SERVICES FOR ROOF REPAIRS TO
THE OLD TAPPAN FREE PUBLIC LIBRARY

SECTION 1
SUMMARY AND BACKGROUND

The Board of Trustees for the Old Tappan Free Public Library (the "Library Board") is currently accepting sealed statements of qualifications and proposals ("Bids") for adding a second layer to the Old Tappan Free Public Library's (the "Library") roof. This will also include any minor repairs or preparation to the roof before installing the second layer, repairing or replacing any failing drains, and assessing interior rooms in the library experiencing water infiltration issues. The library is looking to use mechanically fastened TPO for the second layer, but is open to suggestions if a better alternative is available.

SECTION 2
PROPOSAL GUIDELINES

A. Procurement Process and Schedule

a. Bids will be accepted until 17:00 on Friday, 13 Nov. 2026 at the Old Tappan Free Public Library, 56 Russell Ave. Old Tappan, NJ 07675, Attn: Library Director. Bids may be submitted in person, in a sealed envelope at the Library Circulation Desk or via email to director@oldtappan.bccls.org. All Bids must be signed by an authorized representative of the Bidder, and one (1) original and two (2) copies of the Bid must be enclosed in a sealed envelope labeled "Old Tappan Free Public Library Roof Repairs – Request for Proposals" and bear the name and address of the Bidder, and the name of the contact person for the Bidder, clearly marked in the upper left hand corner on the outside of the front of the envelope.

b. Bids will not be accepted at any point after 17:00 on Friday, 13 Nov. 2026. Bids may be submitted in person at the following address: Old Tappan Free Public Library, 56 Russell Ave. Old Tappan, NJ 07675, Attn: Library Director or they may be submitted electronically via email. No Bid may be withdrawn for a period of sixty (60) days after the date set for the opening of Bids.

c. Bidders must conduct walkthroughs during library weekday hours, MWF: 09:00-17:00 TTH: 09:00-20:00. Bidders have from Monday, 2 Nov. 2026 to Friday, 6 Nov. 2026 to complete their walkthrough before submitting their bids by 17:00 on Friday, 13 Nov.

2026. Bidders have the option to contact the library's director via email, director@oldtappan.bccls.org, or phone call, 201-664-3499 to schedule a walkthrough.

d. All communications concerning Bids must be directed to the Library Director via phone call, 201-664-3499, or email, director@oldtappan.bccls.org.

e. The Library has structured a procurement process that establishes a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Bid in response to this Proposal Request. Based upon the totality of information contained in the Bid, the Library will determine which Bidder is the best choice based on relative experience, qualifications, and who will provide the highest quality of service at the lowest price in accordance with the selection criteria set forth herein.

f. The library's board must approve a recommended award of contract to the bidder before the project begins. Proposals will be presented to the board for approval at the November 2026 board meeting.

g. Upon notification, the contract negotiation with the selected Bidder will begin immediately. All Bidders who are not selected will be notified once a contract is finalized with the selected Bidder.

h. **Project Timeline: November 2026 - 31 December 2026 (Timeline is negotiable).**

B. Conditions Applicable to This Bid

Upon submission of a Bid, the Bidder acknowledges and consents to the following conditions relative to the submission, review and consideration of its Bid:

a. All costs incurred by the Bidder in connection with submitting a Bid shall be borne solely by the Bidder.

b. The Library reserves the right (in its sole judgment) to reject any Bidder that submits an incomplete Bid, or a Bid that is not responsive to and compliant with the requirements of the Bid documents.

c. The Library reserves the right, without prior notice, to supplement, amend, or otherwise modify these Bid documents, or otherwise request additional information. Prospective Bidders shall be notified of any modifications made by the Library through issuance and distribution of addenda.

d. No Bids shall be returned by the Library.

e. All Bids will be made available to the public at the approving time, as determined by the library (in the exercise of its sole discretion) in accordance with the law.

f. The Library may request that proposed Bidders send representatives to the Library for interviews with the appropriate Library officials.

g. Any and all Proposals not received by the Library by 17.00 on the date due will be rejected.

h. Neither the Library, nor its staff, Trustees, volunteers, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of Bids.

i. The Library may waive any technical non-conformance with the terms of these Bid documents.

j. The Library may suspend or terminate the procurement process described in these Bid documents at any time (in its sole discretion). If terminated, the Library may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the proposed Bidders.

C. Terms of Contract

Specific contract terms and conditions will be set out in a written Contract between the successful Bidder and the Library Board of Trustees, which shall include the scope of duties and responsibilities, schedule, and other necessary items pertaining to the project, and will be subject to review by the Library Board Attorney.

Should the Library enter into a Contract as a result of these Bid documents, the initial term of the Contract shall be for the anticipated duration of the Project. The Library reserves the right to terminate the Contract at any time for any reason or without reason upon thirty (30) days' written notice.

D. Duty of Bidders to Notify Library of Errors

Bidders shall carefully study, compare, correlate and coordinate their obligations both within these Bid documents and as to extrinsic information that may in any way affect their obligations, including circumstances pertaining to the description of the Services required by these Bid documents, facts and circumstances specific to the Library, and any such other factors as may affect the Services. Except as specifically provided in the Bid documents, the Bidder assumes all risks and responsibility for any and all conditions and circumstances that pertain to the Services whether the same are known or unknown to the Bidder at the time of submission.

Notice of any alleged error, omission or inconsistency that the Bidder should have reasonably identified prior to submission of a Bid shall be provided to the Library immediately in order so that the Library, in its discretion, may issue an addendum. A Bidder's failure to provide such notice constitutes an absolute waiver of any claims with respect to any error, omission or inconsistency that may thereafter be asserted with respect thereto, and shall bar any recovery regarding such claims.

E. Promptness of Bid Submittal

It is the responsibility of the Bidder to ensure that its Bid is received by the Library before the date and time fixed for closure of the proposal period. Bids will not be accepted or received by the Library after the advertised closing date and time. The Library assumes no responsibility whatsoever in connection with any defects arising out of the issuance of these Bid documents or

a Contract, or the receipt or failure to receive Bids, including those which may arise from delay for any reason of a prospective Bidder obtaining these Bid documents or submitting the Bid, including but not limited to, traffic delay, messengering, mislabeling, misdirections from any source, misdelivery or otherwise.

F. Laws and Regulations

The successful Bidder shall be required to keep itself informed of and to comply with all applicable federal, state and local laws and rules and regulations of all authorities having jurisdiction over the subject matter of the Contract. If applicable, the successful Bidder shall also be responsible for securing and paying for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services required by the Contract.

G. Post-Award Submissions

The successful Bidder shall provide its Post-Award Submissions, including all Contract Forms, all required proof of insurance, (all of the above dated and fully effective simultaneous with the date of the Contract); and a list of key personnel, including, business, mobile and emergency telephone numbers, fax and individual email information, at the time and in the manner required by the Library.

H. Interpretations and Addenda

1. The Bidder understands and agrees that its Bid is submitted on the basis of the specifications prepared by the Library. The Bidder accepts the obligation to become familiar with these specifications.

2. 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 Library Director. Any prospective Bidder who wishes to challenge a Bid specification shall file such challenges in writing with the Library Director 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 Library or the award of a contract. In the event the Bidder fails to notify the Library of such ambiguities, errors or omissions, the Bidder shall be bound by the Bid.

3. No oral interpretation of the meaning of the specifications in the Bid Documents will be made to any prospective Bidder. Every request for an interpretation shall be in writing, addressed to the Library's representative stipulated in the Bid. In order to be given consideration, written requests for interpretation must be received at 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 Library's interpretations or corrections thereof shall be final.

BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

Brand names and/or descriptions used in these specifications are to acquaint Bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

Variations between the goods and services described and the goods and services offered are to be fully identified and described by the Bidder on a separate sheet using the Bidders letterhead and marked "Exceptions to Specifications" with the corresponding line item and submitted with the Bid proposal form. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Bidder, it will be presumed and required that the goods and services as described in the Bid specification be provided or performed.

It is the responsibility of the Bidder to document and/or demonstrate the equivalency of the goods and services offered. The Library reserves the right to evaluate the equivalency of the goods and services.

4. In submitting its Bid, the Bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Library harmless from any damages resulting from such infringement.

5. Only manufactured and farm products of the United States, wherever available, shall be used.

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

I. Indemnification

The successful Bidder shall agree to defend, indemnify and hold the Library, the Library Board, and the City of Old Tappan harmless for any claims brought against, or damages incurred by the Library, the Library Board, and/or the City of Old Tappan, as a result of the successful Bidder's or any of its agent's, servant's, or subcontractor's act, omission, negligence, breach of contract, and/or failure to comply with any applicable law, regulation, ordinance, code, rule or policy.

The successful Bidder shall agree to defend, indemnify and hold the Library, the Library Board, and the City of Old Tappan harmless in connection with any claims made by any consultant, vendor, subcontractors or suppliers concerning work performed or goods provided, including, without limitation, claims for unpaid services, wages and/or benefits, or claims relating to or claims resulting from the Library's termination of these Bid documents or the Contract.

J. Bid Security and Bond Requirements

The following provisions if indicated by an (X), shall be applicable to this Bid and be made a part of the Bid Documents:

A. [X] BID GUARANTEE

Bidder shall submit with the Bid a certified check, cashier's check or Bid bond in the amount of ten percent (10%) of the total price Bid, but not in excess of $20,000, payable unconditionally to the Library. When submitting a Bid Bond, it shall contain a Power of Attorney for the full amount of the Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Library. The check or bond of the unsuccessful Bidder(s) shall be returned as prescribed by law. The check or bond of the Bidders to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful Bidder shall be forfeited if the Bidder fails to enter into a contract.

B. [X] CONSENT OF SURETY

Bidder shall submit with the Bid a Certificate (Consent of Surety) with Power of Attorney for full amount of Bid price from a surety company authorized to do business in the State of New Jersey and acceptable to the Library stating that it will provide said Bidder with a Performance Bond in the full amount of the Bid. This certificate shall be obtained in order to confirm that the Bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said Bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof, which results in performance security equal to the total amount of the contract.

Failure to submit a Consent of Surety form shall be cause for rejection of the Bid.

C. [X] LABOR AND MATERIAL (PAYMENT) BOND

With the delivery of the performance bond, the successful Bidder shall submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and materials used in the work performed under the Contract.

Failure to deliver labor and material bond with the performance bond shall be cause for declaring the Contract null and void.

D. [X] MAINTENANCE BOND

Upon acceptance of the work, the successful Bidder shall submit a maintenance bond in the amount of 15% of the project costs guaranteeing against defective quality of work or materials for the period of:

[X] One (1) year

[ ] Two (2) years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any required maintenance bonds have been executed and approved by the Library.

The surety of such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

K. Insurance Required

Upon the award of a Contract, the successful Bidder shall furnish a certificate of insurance naming the Library, the Library Board of Trustees, and the City of Old Tappan as additional insureds for workers' compensation, general liability, automotive liability, and professional liability, in specific policy limits as indicated below. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Library. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days' prior written notice to the Library. The policies and endorsements shall specifically refer to the Library as an insured party of the Contract and the Bidder shall certify that the insurance, as provided, conforms to the requirements of the Contract Documents. All insurance required by these Bid documents or the Contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey, which are satisfactory to the Library.

a. Workers' Compensation Insurance covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6

b. General Liability Insurance with limits of not less than $1,000,000 for any occurrence and $3,000,000 aggregate for bodily injury and property damage.

c. Automotive Liability Insurance covering the successful Bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000 for any one occurrence and $2,000,000 aggregate for bodily injury and property damage.

d. Professional Liability Insurance covering successful Bidder for claims arising from its work on behalf of the Library with limits of not less than $1,000,000 for any one occurrence, $3,000,000 aggregate.

The preceding insurance requirements may be amended before the issuance of the final Contract at the Library's sole and absolute discretion.

L. Business Registration Certificate (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:42-44, prior to the award of a Contract (but preferably with their proposal), all Bidders should submit with their Bid package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Such Certificate shall have been issued prior to the Bid due date and time. It is recommended that all Bidders submit said Certificate with their Bid.

M. Ownership Disclosure Statement

The Bidder shall submit with its Proposal a statement setting forth the names and addresses of all stockholders, who own a ten percent (10%) or greater interest in the Bidder in the corporation, partnership or other business entity.

If one or more such stockholder(s) or partner(s) is itself a corporation, partnership or other business entity, the Bidder shall submit further disclosures for such entity pursuant to the law.

N. New Jersey Public Works Contractor Registration Certificate

A Public Works Contractor Registration Certificate must be submitted for the Bidder and all subcontractors pursuant to The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.), which requires all contractors, subcontractors, or lower tier subcontractors who bid on or engage in the performance of any work for which the payment of prevailing wage is required in the state of New Jersey to register with the Department of Labor and Workforce Development. The Contractor Registration Certificate is issued to both the company and its responsible representatives.

SECTION 3
SCOPE OF SERVICES

A. Project Overview

Old Tappan Library was incorporated as a non-profit association on June 19, 1941. The current building was obtained through fundraising efforts and a federal grant which helped raise enough money to begin the project and the library was dedicated in 1975. The library continued to grow and in 2003 our circulation was over 112,000 items, which was pretty remarkable for a town with a population of about 5,000. The library needed to be expanded and renovated (and have that 70's orange carpet replaced!). Once again, a team of volunteers came together and we adopted our campaign slogan "Expanding our horizons...to enrich our community." We broke ground in March 2006. Our new library was dedicated in January 2007. We added over 11,000 square feet to the existing building, which now includes a young adult, children's program room, community room, office space, and room for additional seating. As the expansion took place nearly 20 years ago, some repairs are needed to add a second layer to the roof, as well as to update areas that have experienced damage due to weather, some improper installation, and a situation where a patron accidentally drove into the side of the building.

B. Scope of Services

The Project scope includes:

- Adding a second layer to the roof using mechanically fastened TPO or alternative option with similar or longer-lasting results
- Repairing or repairing areas of the roof before adding the second layer
- Repair or replacement of any failing drains
- Assess any interior rooms that are experiencing flooding and leaks during rainstorms (ex. in library's interior mechanical room, children's room, adult fiction section, circulation desk, front reading room, etc.) in connection to roof or exterior drains

  The duties listed in this Scope of Services are intended only as illustrations of the various types of work that may be required. The omission of specific statements of duties does not exclude them from the Scope of Services if the work is similar, related to, or is a logical assignment to any of the services listed above.

SECTION 4

MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS

In order for an individual/firm to be considered by the Library, interested parties submitting Bid in response to these Bid documents must satisfy the following requirements and shall incorporate the information requested below into its Bid. In addition to the information required as described below, a Bidder may include supplemental information that it feels may be useful in evaluating its Bid. Bidders are encouraged to be clear, factual, and concise in their presentation of information.

A. Submission Requirements

Bids must be submitted in a sealed envelope. All Bids must be signed by an authorized principal or employee of the Bidder submitting the Bid, and one (1) original and two (2) copies of the Bid must be enclosed in a sealed envelope labeled "Old Tappan Free Public Library Roof Repairs RFP - Bid" and bear the name and address of the Bidder, and the name of the contact person for the Bidder, clearly marked in the upper left hand corner on the outside of the envelope.

Bids must be submitted to the Library no later than 17:00 on Friday, 13 Nov. 2026 at the Old Tappan Free Public Library, 56 Russell Ave. Old Tappan, NJ 07675, Attn: Library Director.

B. Complete Bid Submission

Bidders shall fully and accurately complete all Bid Forms as required, with all attachments. Failure to include any required pricing information may render such response incomplete, non-responsive and subject to rejection depending upon the omission. Any rejection of the specified language and contents of the Bid Forms will also be sufficient grounds for rejection.

Bidders shall become familiar with all Forms provided by the Library, which must be returned. If there are any Forms that the Library is to provide, which are either missing or illegible, it is the responsibility of the Bidder to contact the Library Director for a duplicate copy of the Form(s), prior to the due date and time for submissions. The Library accepts no responsibility for Forms or duplicate Forms that were not received by any prospective Bidder in time for submittal.

The Library may consider any Bid submission not prepared and submitted in accordance with the provisions hereof and may waive informalities or may for any reason reject any and all informal Bids, all in accordance with applicable law.

One complete set of all documents submitted to the Library must be signed with an original signature in ink, as well as two (2) duplicate copies of the entire Bid. Failure to sign and return all required documents with the Bid may be cause for disqualification and for the Bid to be rejected. The Library will not accept facsimile or rubber stamp signatures on the Bid.

C. Forms

Bidders shall complete and return with their Bid the following forms:

1. BID SUBMISSION CHECKLIST – Form A
2. NON-COLLUSION AFFIDAVIT – Form B
3. OWNERSHIP DISCLOSURE STATEMENT – Form C
4. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – Form D
5. ACKNOWLEDGEMENT OF ADDENDA – Form E
6. COMPLETED W-9 – Form F
7. BID FORM – Form G
8. LIST OF SUBCONTRACTORS – Form H
9. PREVAILING WAGE AFFIDAVIT – Form I
10. CONSENT OF SURETY – Form J
11. PUBLIC WORKS CERTIFICATE

D. Qualification Statement to Be Provided

In addition to the Library's Forms listed above, Bidders shall submit a Qualification Statement which at a minimum addresses and includes each of the following:

1. The full name of the Bidder, the principal place of business.
2. Name and contact information of the key contact person.
3. A description of the business organization (i.e., sole proprietorship, corporation, partnership, joint venture, etc.) of the Bidder's firm, its ownership and organizational structure:

    a. The names and business addresses of all principals of the firm or firms submitting the response. For purposes of these Bid documents, "principals" means persons possessing an ownership interest in the Bidder. If the Bidder is a corporation, "principals" shall include each investor who would have any amount of operational control over the Bidder and every stockholder having an ownership interest of 10% or more in the firm;

    b. If a Bidder firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Bidder firm submitting a Bid, and describe the approval process.

c. If the Bidder is a partnership, LLC, joint venture or similar organization, provide comparable information as required in D(3)(b) above for each member of the partnership, LLC, joint venture or similar organization;

d. A statement that the Bidder has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance by submission of a Certificate of Employee Information Report issued by the State of New Jersey.

4. The number of years the Bidder's organization has been in business under the present name and current management, and any prior name under which the organization has been in business, as well as the years during which the business so operated.

5. A detailed description of services Bidder will provide to the Library, along with a proposed outline of tasks, and projected schedule to complete each task. This shall include a description of Bidder's conceptual plan for meeting the Scope of Services in a manner that Bidder believes is appropriate for the Library.

6. The names, qualifications, professional certifications held, titles, experience and training of all persons who would be assigned to provide the services ("key employees"), including the resumes of key employees.

7. Information demonstrating at least five (5) years of experience providing construction contracting services to municipal entities in the State of New Jersey, including any experience providing such services to public libraries. Bidder shall provide a listing of all other engagements where services of the type being proposed were provided during the past three (3) calendar years. Contact information for the recipients of the similar services must be provided. The Library may obtain references from any of the parties listed.

8. Written confirmation that Bidder and all subcontractors possess any appropriate federal and state licenses to perform the Services;

a. Submit a copy of the Bidder's Business Registration Certificate.

9. A statement that neither the Bidder's firm nor any individuals assigned to this Project have ever been prohibited from working with public entities in the State of New Jersey.

10. A list and description of all liability claims, if any, brought against the Bidder during the past five (5) years.

11. A list of any judgments, claims or suits within the last five (5) years or currently pending or outstanding against the Bidder, and for each, list the date of each claim, the court or administrative agency, caption or name of the matter, and current status or outcome of the matter.

12. Whether the Bidder is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

13. List of all immediate relatives of the principal(s) of Bidder, who are employees or elected officials of the Library or of the City of Old Tappan. For purposes of the above, “immediate relative” means a spouse, civil union partner/domestic partner, parent, stepparent, sibling, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of marriage or other relation.

14. Describe the services that Bidder would perform directly and those portions, if any, that would be subcontracted out. Identify all subcontractors the Bidder anticipates using in connection with this Project.

15. A description of any particular area(s) of expertise the Bidder’s staff may possess that has not been included in the response provided above.

E. Insurance and Indemnification

The successful Bidder awarded the Contract must assume all risks connected with this work. The successful Bidder awarded the Contract shall comply with all State laws and regulations concerning workers' compensation insurance, and shall maintain such insurance in amounts as determined by the Library, in order to protect the successful Bidder and the Library against all claims for damages for personal injury, including death, and property damage which may arise during or as a result of the work performed pursuant to any such contract, either by the successful Bidder awarded the Contract or by any subcontractor or anyone directly or indirectly employed by either of them.

The selected individual or firm shall defend, indemnify and hold harmless the Old Tappan Free Public Library, the Library Board of Trustees, the City of Old Tappan, and each of their officers, agents, elected and appointed officials, employees, volunteers, and contractors from any and all claims and costs of any nature whether for personal injury, property damage, or other liability arising out of or in any way connected with the selected individual's or firm's acts or provisions under these Bid documents and any subsequently awarded Contract.

F. Time Is the Essence

The work contemplated under this Contract shall reach substantial completion within the phasing schedule identified in the Contract Documents. The completion time shall include, but not be limited to, the time necessary to prepare shop drawings, to order, process, and deliver all equipment and materials, to obtain necessary permits and approvals, to perform the proper installation contemplated under this Contract and all else necessary and incidental in connection with the performance of this Contract. By submitting a Bid, the contractor acknowledges that time is of the essence and that time specifications contained within the Bid, including without limitation, the date of completion shall be strictly construed. If the contractor fails to complete the work within the specified time plus any extensions authorized in writing by the Old Tappan Free Public Library as liquidated damages for the sum of $1,000.00 per day (Sundays, and legal holidays excepted) for every day thereafter until the completion and acceptance of work. Such liquidated damages shall not be considered as a penalty. The Library shall deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.

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THE OLD TAPPAN FREE PUBLIC LIBRARY

BID FORMS AND DOCUMENTS

OLD TAPPAN FREE PUBLIC LIBRARY
ROOF REPAIRS OF OLD TAPPAN FREE PUBLIC LIBRARY

FORM A

BID SUBMISSION CHECKLIST

1. READ AND UNDERSTAND REQUIREMENTS OF BID DOCUMENTS
2. PREPARED AND SUBMITTED QUALIFICATION STATEMENT
3. NON-COLLUSION AFFIDAVIT – **FORM B**
4. STATEMENT OF OWNERSHIP DISCLOSURE – **FORM C**
5. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – **FORM D**
6. ACKNOWLEDGEMENT OF ADDENDA – **FORM E**
7. COMPLETED W-9 – **FORM F**
8. BID PROPOSAL FORM – **FORM G**
9. LIST OF SUBCONTRACTORS – **FORM H**
10. PREVAILING WAGE AFFIDAVIT – **FORM I**
11. CONSENT OF SURETY – **FORM J**
12. PUBLIC WORKS CERTIFICATE

_____
Company Name

_____ _____
Signature Date

_____ _____
Printed Name Title

FORM B

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I,_____, of the (City, Town) of_____,
State of_____, of full age, being duly sworn according to law on my oath depose and say that:

I am_____of the firm of_____, the Company/Provider ("Company") making the Bid for the project or service set forth herein, and that I executed the said Bid with full authority to do so; that said Company 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; that said Company or its employees has not bribed or attempted to bribe or influence in any way, including the provision of gifts and services, any officer or employee of the Library in an attempt to influence the awarding of the subject contract; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge, and the Old Tappan Public Library Board of Trustees relies upon the truth of 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 a 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 the Company.

FORM C

STATEMENT OF OWNERSHIP DISCLOSURE

This statement shall be completed, certified to, and included with all Bid submissions. Failure to submit the required information is cause for automatic rejection of the Bid.

Name of Organization:

_____

Organization Address:

_____

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
Other (be specific): _____

Part II

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

(**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or no member in the limited liability company owns a 1% or greater interest therein, as the case may be. (**SKIP TO PART IV**)

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10% or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10% or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10% ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder; that the Old Tappan Free Public Library Board of Trustees is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Old Tappan Free Public Library to notify the Old Tappan Free Public Library in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Old Tappan Free Public Library to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

FORM D

New Jersey Business Registration Requirements (Informational)

The contractor will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the Contract is made by the contracting agency, the contractor will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or will attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and any subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g)(3)]will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale 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 fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, will be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 800-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

_____

Company Name

_____ _____

Signature Date

_____ _____

Printed Name Title

FORM E

Acknowledgement of Addenda

Request for Proposals for Contracting Services For Roof Repairs to the Old Tappan Free Public Library

The Proposer acknowledges receipt of the hereinafter enumerated Addenda which have been issued during the period of quoting and agrees that said Addenda shall become a part of this contract. The proposer shall list below the numbers and issuing dates of the Addenda.

Addenda No.	Issuing Date(s)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐ No Addenda Received

Name of Company _____

Address _____

City, State, Zip Code _____

Signature _____

Print Name_____ Title: _____

Date _____

FORM F
W-9

FORM G
BID PROPOSAL FORM –

Name of Bidder (*Please Print*): _____

submits the following itemized Bid for the construction of the

ROOF REPAIRS TO THE OLD TAPPAN FREE PUBLIC LIBRARY
56 RUSSELL AVE, OLD TAPPAN, NJ 07675

To the Old Tappan Free Public Library Board of Trustees:

The undersigned hereby declares that they have carefully examined the Bid Documents and all Amendments thereto, the Supplementary Specifications, Construction Plans and form of contract and Bid Bond for the Project, that they will contract to carry out and complete said Project as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the **TOTAL LUMP SUM BID PRICE** stated by the undersigned in the Schedule of Prices is based on the estimated quantities and will control in the awarding of the Contract to the lowest responsible Bidder.

It is further understood that the quantities stated in this Schedule of Prices for the various items are estimates only and are subject to change after Bid Opening.

FORM G *(continued)*
BID PROPOSAL FORM –
Base Bid

Item #	Description	Unit	Unit Price (Numerically)	Unit Price (Written Words)	Est. Quantity	Amount
1	General Conditions	LS				
2	Overhead	LS				
3	Profit	LS				
4	Performance and Payment Bond	LS				
5	Mobilization	LS				
6	Allowance (See Specifications)	LS				
7	Selective Demolition	LS				
8	Abatement	LS				
9	Masonry	LS				
10	Finishes	LS				
11	Electrical	LS				
12	Mechanical	LS				
13	Plumbing	LS				
14	Conveying Equipment	LS				
15	Thermal/Moisture Protection	LS				

TOTAL AMOUNT IN BASE BID (*numerically*):

$_____

TOTAL AMOUNT IN BASE BID (*written words*):

_____

FORM G *(continued)*
BID PROPOSAL FORM –
Alternates

Item #	Description	Unit	Unit Price (Numerically)	Unit Price (Written Words)	Est. Quantity	Amount
1	Alternate 1:	LS				
2	Alternate 2:	LS				
3	Alternate 3:	LS				

TOTAL AMOUNT IN BASE BID + ALTERNATES (*numerically*):

$_____

TOTAL AMOUNT IN BASE BID + ALTERNATES (*written words*):

_____

Name of Bidder (*Please Print*):_____

Signature of Authorized Representative: _____

Name (*Please Print*): _____

Title (*Please Print*): _____ **Date:** _____

**Please note, the written word of the numerical unit price and lump sum will be the controlling number in determining the lowest responsible Bidder.*

FORM H
LIST OF SUBCONTRACTORS –

The Bidder disclose the subcontractors who the Bidder intends to retain to perform certain trade work in compliance with N.J.S.A. 40A:11-16(b). If multiple subcontractors are expected to perform the same category of work, the Bidder shall list them all. No subcontractor shall be listed on the New Jersey Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The lowest responsible Bidder must provide a BRC and New Jersey Public Works Certificate for every subcontractor listed herein prior to the award of contract. If the Bidder intends to self-perform any of the above five trades, the Bidder shall state "self-perform" where applicable.

Name of Subcontractor	Address	Telephone	Scope of Work
			PLUMBING AND GAS FITTING
			ELECTRICAL WORK
			HEATING, VENTILATING AND AIR CONDITIONING
			STRUCTURAL STEEL AND ORNAMENTAL IRON

Please note, as set forth in N.J.S.A. 40A:11-16(a), the following specialty trades must be specifically noted under the scope of work section above: (1) the plumbing and gas fitting and all kindred work; (2) steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work; (3) electrical work, including any electrical power plants, tele-data, fire alarm, and security system; and (4) structural steel and ornamental iron work.

PREVAILING WAGE AFFIDAVIT - FORM N

The successful Bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A.34:11-56.25(P.L.1963, Chapter 150) for contracts entered into with Old Tappan Free Public Library, except those contracts which are not within the scope of the Act.

The successful Bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance, if requested, and to permit on-site monitoring, including interviews with employees and review subcontracts by Library representatives. The Bidders signature on this proposal is his guarantee that neither he nor any subcontractor he might employ to perform the work covered by this Bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

Every contractor and subcontractor shall keep an accurate payroll record showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with the public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful Bidder agrees to indemnify and hold harmless the Old Tappan Free Public Library, trustees, agents and employees of, and from, any and all liability for damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

Signed this day of , 20
as a binding act in deed of _____
(Name of Organization)

_____
(Authorized signature & title)

_____
(Print- Authorized name & title)

_____
(Witness)

CONSENT OF SURETY - FORM O

A performance bond will be required from the successful contractor on this project, and consequently, all Bidders shall submit, with their Bid, a consent of surety in substantially the following form:

To:_____
(Owner)

Re: _____
(Contractor)

_____
(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____
(Owner)

a performance bond in the full amount of the awarded contract in the event that said contractor is awarded a contract for the above project.

_____
(CONTRACTOR)

_____
(Authorized Agent of Surety Company)

Date:_____

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.