

TOWN OF PHILLIPSBURG  
WARREN COUNTY  
NEW JERSEY

SPECIFICATIONS  
&  
PROPOSAL

FOR  
**Park and Ball Field Fencing Upgrades**  
PHILLIPSBURG NEW JERSEY

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

Vendor: \_\_\_\_\_

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

City & State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

ADVERTISEMENT

## NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Town of Phillipsburg, County of Warren and State of New Jersey for the **Park and Ball Field Fencing Upgrades** Phillipsburg New Jersey 08865.

Bids will be opened and read in public on Wednesday, July 29, 2020 at 120 Filmore Street, Phillipsburg, NJ at 11:00 am local prevailing time in the Municipal Building at the time and place noted above. Bids may also be delivered or mailed to the Town of Phillipsburg, Municipal Building, 120 Filmore St., Phillipsburg, New Jersey 08865 for receipt by 11:00 am on July 29, 2020 Responsibility for delivery by hand or mail is the bidder's.

Specifications, forms of bids, contracts and bond for the proposed project prepared by the Town of Phillipsburg have been filed in the Office of the Clerk, 120 Filmore Street, Phillipsburg, New Jersey and may be inspected during regular business hours. Bids must be made on a Standard Proposal Form in the manner designated therein and required by the specifications. All forms must be enclosed in a sealed envelope bearing the name outside addressed to: Office of the Clerk, 120 Filmore Street, Phillipsburg, New Jersey 08865. Bids must be accompanied by a non-collusion affidavit and bid security for not less than 10% of the amount bid; provided, said security need not be more than \$20,000 nor shall it be less than \$500 and be delivered at the place mentioned on or before the hours named above.

Bidders are required to comply with the requirements of the Public Law 1975 c. 127 NJSA 34:11-56 et. seq. as amended in Chapter 64 of the Laws of 1974 and PL 1977 Ch. 33 NJSA 52:25-24.2 which requires a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or individual partners in the partnership who 10% or greater interest therein, as the case may be.

Bidders are required to submit a Certificate from the New Jersey Department of Labor establishing that the bidder is registered pursuant to the Public Works Contractor Registration Act (PL 2003, c. 91, NJSA 34:11-56.51).

Bidders are required to submit a Business Registration Certificate issued by the New Jersey Department of Treasury pursuant to the Business Registration Act (PL 2004, c. 57, NJSA 52:32-44).

Bidders are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27.

The contractor is also further notified that he must comply with P.L.2012 c.25 Disclosure of Investment Activities in Iran and must submit a Disclosure Statement listing activities in Iran with his bid.

The Town of Phillipsburg reserves the right to reject any and all bids. Minor inconsequential variance and technical omissions may be the subject to waiver.

Victoria L. Kleiner  
Registered Municipal Clerk

PROPOSAL

TO THE TOWN OF PHILLIPSBURG:

We, the undersigned, hereby declare that we have carefully examined and understand the attached Specifications and requirements referred to herein for the supply and delivery of the equipment listed below and will contract to furnish all equipment as specified and delineated for the prices as set out in the following schedule.

Award will be based on and consideration given to the prices of equipment, options, parts availability and delivery, and the information furnished by the supplier elsewhere in these specifications.

**Park and Ball Field Fencing Upgrades**

BID AMOUNT: \$ \_\_\_\_\_

NOTE

1. All bids submitted for the work listed above shall be in accordance with the attached specifications.
2. These specifications are in no way intended to restrict competitive bidding. Any contractor who can furnish equivalent (approved equal) which can perform its assigned task in accordance with Town standards is invited to submit a bid.
3. Unless specific exceptions to the attached specifications and general requirements are noted by each bidder, it will be assumed that all requirements, conditions and equipment will be complied with and furnished.
4. Equipment bids as approved equal must be accompanied by their own specifications and all deviations must be noted.

Company \_\_\_\_\_

Name & Title of Officer \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

Date \_\_\_\_\_

Telephone No. \_\_\_\_\_

BID DEPOSIT TO BE ATTACHED TO PROPOSAL  
(DO NOT SEND CASH)  
PLEASE PRINT OR TYPE LEGIBLY

Accompanying this proposal is bid security in the amount of

\_\_\_\_\_ (\$ \_\_\_\_\_).

Which is not less than ten percent (10%) of the price bid for highest alternate specified nor of the sum of the basic price plus all options, whichever is higher, that total bid price being

\_\_\_\_\_ (\$ \_\_\_\_\_).

The amount of the security need not be more than \$20,000.00 nor shall it be less than \$500.00. The security is payable to the 'Town of Phillipsburg'.

If my bid is approved and contract awarded to me as a result of the submission of this bid and if I fail to execute an agreement with the Town of Phillipsburg in the manner specified within the time allowed, or if I fail to furnish any required bond, insurance or other documentation required by these specifications and not waived by the Town, then I hereby agree that the amount of the security is to be forfeited to the Town as liquidated damages and not as a penalty.

If my bid is not approved, the security is to be returned to me.

The undersigned is \_\_\_\_\_ Corporation

\_\_\_\_\_ Partnership under the law of the State of

\_\_\_\_\_ an individual

Name of Bidder \_\_\_\_\_

Name & Title of Authorized Official \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Address of Bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Non-Collusion Affidavit

STATE OF NEW JERSEY)  
COUNTY OF \_\_\_\_\_ )

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

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

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Typed or Printed Name of Affiant)

Subscribed and sworn to  
Before me this \_\_\_\_ day  
Of \_\_\_\_\_, 20 .

\_\_\_\_\_

DECLARATION OF OWNERSHIP

As required by Chapter 33, laws of 1977 the following statement must accompany or be submitted prior to your bid. Your bid can not be honored unless such statement is completed.

Names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until name and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

Names

Addresses

Attach additional lists, if necessary.

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

Signature of Bidder \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That we, the undersigned \_\_\_\_\_

as principal and \_\_\_\_\_, as surety, are hereby held and firmly bound unto the Town of Phillipsburg, New Jersey, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars for the payment of which, well and truly to be made we hereby, jointly and severally bind ourselves, our heirs, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the above named principal \_\_\_\_\_ did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ enter into a contract with the Town of Phillipsburg, New Jersey, for the supply of \_\_\_\_\_

\_\_\_\_\_  
(Name of Contract)

Which said contract is made a part of this bond the same as though set forth herein: \_\_\_\_\_

NOW, THEREFORE, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said Contract and shall pay all lawful claims of sub-contractors, material man and laborers, for labor performed and materials furnished in the carrying forward, performing or completing said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim as well as for the oblige herein, 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 amount of this obligation as herein stated. And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice to any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

Any surety company of this State, or another State, or foreign country must obtain a certificate from the Commission of Insurance authorizing it to do business in this State (NJSA 17:31-5, 17:32-2). This certificate will indicate that the company has complied with all requirements applicable to it.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Principal must indicate whether Corporation, Partnership, Company or Individual)

\_\_\_\_\_  
(Principal)  
By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)  
By: \_\_\_\_\_  
(Title)

The foregoing bond is hereby approved.

\_\_\_\_\_, 20\_\_ \_\_\_\_\_  
Mayor

I hereby approve the form and correctness of the foregoing Contract and Bond.

\_\_\_\_\_, 20\_\_ \_\_\_\_\_  
Town Attorney

**Prevailing Wage Compliance Declaration**

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To: Town of Phillipsburg

Re:

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The contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, PL 1963 as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Industry entitled "Prevailing Wage Rate Determination" may be obtained from the New Jersey Department of Labor and Industry. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the Owner, written statements in form satisfactory to the commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned is an (individual) (partnership) (corporation) under the laws of the State of \_\_\_\_\_ having principal offices at \_\_\_\_\_.

Bidder \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

PREVAILING  
WAGE  
RATES  
ON THE INTERNET

[www.nj.gov/labor/lsselspubcon.html](http://www.nj.gov/labor/lsselspubcon.html)

or

[www.nj.gov/labor](http://www.nj.gov/labor)

Click on Legal  
Click on Prevailing Wage/Public Contracts  
For  
Official Wage Rate Determinations, Wage Rate Determinations,  
Public Works Contractor Registration Application,  
Registered Contractors and Registration Applications in Progress,  
Debarment List, Forms,  
FAQ

**CERTIFICATE OF REGISTRATION  
(PL 2003, C 91 – NJSA 34:11-56.51)**

Pursuant to the Public Works Contractor Registration Act (PWRA), PL 2004, c 91, (NJSA 34:11-56.52), all contractors who bid on or engage in any contract for a public work as defined in Section 2 of PL 1963, c 150 (NJSA 34:11-56.26) must be registered pursuant to the PWCRA. Accordingly, all bids must include a copy of the bidder's Certificate of Registration issued by the Commissioner of the New Jersey Department of Labor.

**CERTIFICATE OF BUSINESS REGISTRATION**  
**(PL 2004, C57 – NJSA 52:32-44)**

Pursuant to PL 2004, C 57 (NJSA 52:32-44) all business organizations that do business with a local Contractor Registered agency are required to be registered with the State of New Jersey, Department of Treasury and are required to provide proof of that registration to the Contractor Registered agency. Accordingly, all bids must include a copy of the bidder's "Business Registration Certificate" issued by the NJ Department of Treasury, Division of Revenue.

## **BUSINESS REGISTRATION COMPLIANCE**

NJSA 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contract.
2. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file.
3. Prior to receipt of final payment from a Contractor Registered agency, a contractor must submit to the contractor Registered agency an accurate list of all subcontractors and suppliers or attest that none was used.
4. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (NJSA 54:32b-1 et seq) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided or maintained under a contract with a Contractor Registered agency. Information on the law and its requirements are available by calling (609) 292-9292.

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE NJSA 10:5-31 et seq., NJAC 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contractor Registered officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor were applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance in with NJAC 17:27-5.2 or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to NJAC 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of new Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report From AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

#### **NJSA 10:5-31 ET SEQ., NJAC 17:27**

#### CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or works with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contractor Registered officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor subcontractor where applicable, agree to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by NJAC 17:27-7.2 provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers

provided by a union which provides evidence, in accordance with standard prescribed by the Division, that its percentage of active “card carrying” members who are minority and women workers in equal to or greater than the targeted employment goal established in accordance with NJAC 17:27-7.2.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq., as supplemented and amended from time to time and the American with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor’s or subcontractor’s prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedure prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  1. To notify the public agency compliance officer, the Division and minority and women referral organizations listed by the Division pursuant to NJAC 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  4. To leave standing request for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade,

the State Training and Employment Service and other approval referral sources in the area;

5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and on-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the feral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
    - ii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - iii. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advance trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
  7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division of upon request.
- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or

apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area of said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedure of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division of initial project workforce report (Form AA021) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with NJAC 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- D. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

It is the policy of the Town of Phillipsburg that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Town of Phillipsburg to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Town of Phillipsburg's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Town of Phillipsburg's contract with the

contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of "good faith effort" includes but is not limited to:

1. The contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The contractor shall actively solicit and shall provide the Town of Phillipsburg with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The contractor shall provide evidence of efforts described at 2 above to the Town of Phillipsburg no less frequently than once every 12 months.
5. The contractor shall comply with the requirements set forth at NJAC 17:27.

**AFFIRMATIVE ACTION QUESTIONNAIRE**

The Bidder must provide the necessary forms before a contract can be awarded.

The Bidder certifies as follows:

Our Company has a Federal Affirmative Action Plan approval.

\_\_\_\_\_ yes                      \_\_\_\_\_ no

Our Company has a New Jersey State Certificate of Approval.

\_\_\_\_\_ yes                      \_\_\_\_\_ no

- a. If yes, submit a copy of the New Jersey State Certificate.

If you do not have either of the above, check below:

\_\_\_\_\_ Our Company will provide Form AA302 – Affirmative Action Information Report.

\_\_\_\_\_ The Affirmative Action Affidavit for vendors having less than fifty (50) employees is not acceptable, a New Jersey Certificate of Approval or AA302 is required.

I certify that the above information is correct to the best of my knowledge.

BIDDER

\_\_\_\_\_

Signature

\_\_\_\_\_

Name \_\_\_\_\_

Title

\_\_\_\_\_

Date \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Proposer:** \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Town of Phillipsburg under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation

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

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Town of Phillipsburg 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 Town to notify the Town 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 Town of Phillipsburg and that the Town at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): \_\_\_\_\_

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

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

\_\_\_\_\_

## **INFORMATION FOR BIDDERS**

### 1. Authorization & Professional Status

- A. If the general specifications call for the provision of equipment to be purchased by the Town as part of this project, the bidder must be an individual firm or partnership of recognized standing in the sale of the required equipment and must be authorized by the manufacturer to supply and service the type, make and model of equipment for which a bid is submitted.

The Town reserves the right to require evidence of authorization by the manufacturer and of the bidder's ability to service the required equipment. If such evidence is required as part of the bidding procedure, the nature of the evidence will be stated in the general provisions of these specifications.

- B. If the general specifications call for the provisions of labor as part of this project, the bidder must be an individual, firm or partnership of recognized standing in the appropriate field.

The Town reserves the right to require evidence of the bidder's standing, professional competence, experience, licensing or other evidence.

- C. In submitting a proposal under the terms of these specifications, the bidder states that he has or can secure the necessary labor, equipment, bonds and insurance to comply with the specifications.

### 2. Comprehensive Bid Price

- A. If this project calls for the provision of equipment to be purchased by the Town, the price bid for such equipment, including all options and alternates, shall include all work, materials and equipment necessary to deliver the equipment in the condition specified and all work, materials and equipment necessary to provide the guarantee or warranty required by the specifications.

- B. If this project calls for the provision of labor, the price bid shall include all work, labor materials and equipment necessary to complete the project in the manner required.

### 3. Withdrawal of Bids

No bid will be allowed to be withdrawn for any reason after it has been presented.

### 4. Form of Proposal

All bids must be submitted on the proposal forms included as part of these specifications.

Bids must be enclosed in sealed envelopes, bearing on the outside the name and address of the bidder and, in large letters, the word BID and the identification of the project or equipment specified. All bids must be delivered in the manner and at the time and place specified in the 'Notice to Bidders'.

5. Compliance with Laws

The bidder shall familiarize himself and comply with all federal and state laws and local ordinances and regulations that in any manner affect those employed on the project, the equipment to be used or supplied or that in any way affect the conduct of the work, including any requirements for payment of wages that may be in effect.

6. Bidder Identifications

If the proposal is made by an individual, his name and post office address shall be shown; if made by a firm or partnership, the name and post office address of said firm shall be given; if made by a corporation, the person signing the proposal must be duly authorized and shall give the name of the authorized officers of the corporation, the principal office and the name of the state under the laws of which the corporation is chartered.

7. Familiarity with Specifications

These specifications are intended to fully cooperate with and complement each other. The contractor hereby represents that he has examined in detail on the ground any locations mentioned herein and that he has reached each and every clause, section and the general conditions of the specifications and has considered the same and all matters which can in any way effect any work under the specifications and made necessary investigations relating thereto, and he agrees that he will not make any claim or have any right to damages or extensions of time for completion of work , or any other concession because of any misinterpretation or misunderstanding of the specifications or because of any lack of information.

8. Insurance

Every employer of labor shall provide adequate workmen's compensation insurance for all labor employed by him on the project in accordance with the laws of the State of New Jersey and shall provide adequate public liability insurance as follows:

General liability insurance shall be provided with limits of not less than \$1,000,000 each occurrence (bodily injury and property damage), \$1,000,000 personal injury limit, and \$2,000,000 general aggregate, and shall be maintained in full force during the life of the contract.

The liability policy shall name the Town as the co-insured and the bidder further agrees to save harmless the said Town from all proceedings, suits or actions of any name or description.

A state shall be filed with the Town Clerk prior to starting work, giving the name of the insurance company carrying such insurance.

9. Interpretation of Contract Documents

If any person, firm or corporation contemplating the submission of a proposal for this contract is in doubt as to the true meaning of any part of the specifications, or other contract documents, he may submit to the Mayor a written request for an interpretation thereof. The person, firm or corporation submitting the request shall be responsible for its prompt delivery. Such interpretation will be made only by a memorandum duly issued by the Mayor and a copy of such memorandum will be mailed or delivered to each person securing a set of the Contract Documents, provided that a sufficient period of time is available for the issuance and delivery of such memorandum prior to the receipt of bids. We will not be responsible for any other explanations of the Contract Documents made prior to the receipt of bids.

## CONDITIONS GOVERNING AWARD OF CONTRACT

### 1. Low Bidder

Award, if made, will be to the lowest responsible bidder. In determining the lowest responsible bidder, the Town may take into account conformity with the requirements of these specifications, including but not limited to, strict conformity with the technical and performance requirements for equipment and labor, the ability of the bidder to perform all work required, including service of equipment to be purchased, and the experience of the bidder.

Chapter 353 of the Public Laws of 1975, as quoted below, shall govern the award of contracts, regardless of wording to the contrary in general specifications:

“The Contractor Registered unit shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereof may, at the request of the Contractor Registered unit, be held for consideration for such longer period as may be agreed. All bid security except the security of the three apparent lowest responsible bidders shall, if requested, be returned after 10 days from the opening of the bids, Sundays and holiday excepted and the bid for bidders shall be considered as withdrawn. Within 3 days after the awarding of the contract and the approval of the contractor’s performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them forthwith, Sundays and holidays excepted.

### 2. Right of Waiver

The Town reserves the right to waive minor irregularities, except for late delivery of bids, to permit minor exceptions to the requirements of the specifications and to reject any or all bids, if such action is deemed in the best interest of the municipality.

### 3. Equivalent Equipment

If technical specifications for equipment to be purchased or used in the course of work to be performed are based on the specifications of one manufacturer, bidders may submit bids for equipment of a different manufacturer provided that such equipment is equal in performance, durability and workmanship to the equipment specified and provided that equipment is compatible with existing Town equipment if such compatibility is a requirement of the specifications.

Only manufactured and farm products of the United States, whenever available, shall be purchased or used in the execution of any work required under the terms of this bid.

4. Certified Checks

When a certified check in the amount of ten percent (10%) of the bid is required, and when alternates and/or options are specified, the bid price upon which the check is to be based will be the highest of the specified alternates or the price with all options included, or both, which is appropriate.

5. Return of Checks

All certified checks submitted with bids, except those of the three lowest bidders, will be returned within three working days of the award of the contract. The checks of the next two lowest bidders will be held as bid security pending execution of an agreement between the lowest bidder and the Town, whereupon, they will be returned. Upon execution of the agreement, the contractor's check will be returned.

6. Execution of Agreement

Upon award of the contract in the Town, the bidder to whom contract is awarded will receive from the Town an agreement that he shall execute properly within five working days of its receipt.

With the executed agreement, the contractor will deliver to the Town an executed surety corporation bond that is satisfactory to the Town, to secure the faithful performance of the agreements and to secure the payment of all claims for services performed and equipment furnished to the contractor in the prosecution of the work. The bond shall be for an amount not less than the total amount of payment agreed to by the Town and the contractor. This bond shall be in the form hereto attached.

If at any time during the continuance of the contract any surety shall, in the opinion of the Mayor, become irresponsible, the Mayor shall have the right to require additional and sufficient surety or sureties which the supplier shall furnish to the satisfaction of the Mayor within 10 days after notice. In default thereof, the contract may be suspended by the Mayor and the work completed as provided in the contract.

7. Forfeit of Deposit

Failure of the bidder to whom contract is awarded to execute the agreement in the manner required and to furnish the required bond, properly executed, together with all required insurance information and forms, shall be just cause for annulment of the

award. It is understood and agreed by the bidder that in the event of the annulment of the award of contract, the amount of his certified check deposited with the proposal shall become the property of the Town, not as a penalty but as liquidated damages.

## GENERAL SPECIFICATIONS

The bidder will submit a binding proposal on the forms accompanying these specifications, in the manner indicated in the Notice to Bidders. The bid shall be submitted in a sealed envelope with the words **BID ENCLOSED – Park and Ball Field Fencing Upgrades**

Each vendor shall carefully read and study the specifications prepared to fully acquaint himself with all conditions limiting and controlling the purchase.

Payment will be made within 30 days after delivery, acceptance of equipment and submission of a proper invoice by the vendor.

**TECHNICAL  
SPECIFICATIONS**

# **Site visit required in order to submit bid**

## **Site Visit Dates:**

July 21, 8:30am-9:30am

July 22, 1pm-2pm

July 23, 4-5pm

## **Meeting Location:**

Phillipsburg Primary School

1000 Green St.

Phillipsburg, NJ 08865

## **Contact person:**

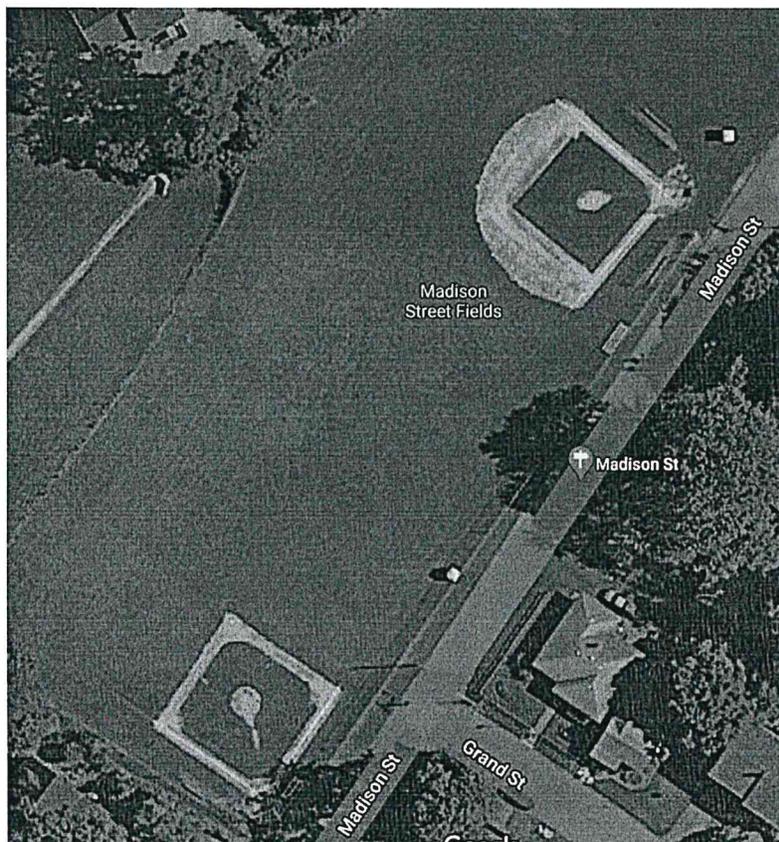
DJ Kophazy

Recreation Superintendent

908-454-5500 ext. 390

**Madison Field Bid Specifications**  
**Location: 454 Madison St. (GPS)**  
**Phillipsburg, NJ 08865**  
**(See attached aerial view)**

- Remove and dispose of fence mesh and broken/damaged posts on 320' of 8' high chain link along first base line and lower 12' high portion and 6' canopy of baseball backstop.
- Supply and install (1) new 3" post set in concrete at backstop and replace all 1 5/8" horizontal framework of backstop.
- Keep top rail on 8' high fence and add 1 5/8" bottom rail to framework.
- Supply and install approximately 360' of 16' high galvanized 2x9 chain link fence at first base line along Madison Street.
- Supply and install approximately 40' of 12' high 2x9 galvanized mesh to backstop. Use heavy duty twist ties on bottom 2 levels of rails.
- Supply and install new 6' galvanized mesh to canopy.
- Supply and install approximately 40' total perimeter of 6' high 2x9 galvanized chain link fence to create dugout enclosures on first base line of baseball field and 10' angled pieces at openings next to backstop.
- Fence constructed of galvanized SS20 2 1/2" terminal and 2" line posts. Fence to have 1 5/8" top and bottom rails throughout.
- Add middle rail to fence directly in front of bench.
- Fence raked to follow the grade of the land.
- All posts set in concrete.
- Clean up and haul away all construction related debris.
- Relocate visitor bench to inside of new fence line



**Green Street Bid Specifications**  
**Location: 1000 Green St. (GPS)**  
**Phillipsburg, NJ 08865**  
**(See attached aerial view below)**

- Remove and dispose of fence mesh and broken/damaged posts on 250' of 4' high chain link in outfield and lower 12' high portion of baseball backstop.
- Supply and install 8 new posts set in concrete and sleeve over remaining posts and install new 1 5/8" top and bottom rails at outfield fence.
- Supply and install approximately 250' of 4' high galvanized 2x9 chain link fence to complete outfield refurbishment.
- Supply and install new 1 5/8" horizontal rails to lower 12' of backstop. Keep canopy framework and mesh in place.
- Supply and install approximately 40' of 12' 2x9 galvanized mesh to backstop. Use heavy duty twist ties on bottom 2 levels of rails.
- Supply and install approximately 166' total perimeter of 6' high 2x9 galvanized chain link fence to create dugout enclosures on first and third base lines of baseball field and a 10' angled piece at softball field.
- Fence constructed of galvanized SS20 2 1/2" terminal and 2" line posts. Fence to have 1 5/8" top and bottom rails throughout.
- Add middle rail to fence directly in front of bench.
- Fence raked to follow the grade of the land.
- Relocate two dugout benches.
- All posts set in concrete.
- Rework and retie the existing fence material at softball backstop and dugout fences. Use heavy duty twist ties at lower rails of backstop.
- Raise bottom rails throughout and add middle rails to dugout areas.
- Clean up and haul away all construction related debris.



**Hill Street Project Specifications**  
**Location: 341 Pursel St. (GPS address)**  
**Phillipsburg, NJ 08865**  
**(See attached aerial view for reference)**

- Remove and dispose of fence mesh and broken/damaged posts on 700' of 5' high chain link along first and third base lines and outfield; plus, lower 12' high portion backstop.
- Supply and replace all 1 5/8" horizontal framework at lower 12' of backstop.
- Supply and install new posts in outfield to replace damaged posts and add openings for (2) 4' wide gates.
- Replace all top rails and add bottom rails to outfield and older portions of baseline fences.
- Supply and install approximately 700' of 5' high galvanized 2x9 chain link fence at first and third base lines and outfield.
- Supply and install approximately 40' of 12' high 2x9 galvanized mesh to backstop. Use heavy duty twist ties on bottom 2 levels of rails.
- Supply and install approximately 20' total perimeter of 6' high 2x9 galvanized chain link fence to create 10' angled pieces at openings next to backstop.
- Supply and install (2) 4' wide x 5' high gates along third base and outfield.
- Fence constructed of galvanized SS20 2 1/2" terminal and 2" line posts. Fence to have 1 5/8" top and bottom rails throughout.
- Add middle rail to fence directly in front of benches.
- Fence raked to follow the grade of the land.
- All posts set in concrete.
- Clean up and haul away all construction related debris.



TOWN OF PHILLIPSBURG

STATE OF NEW JERSEY  
COUNTY OF WARREN

CONTRACT

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Town of Phillipsburg ("The Town"), 120 Filmore Street, Phillipsburg, New Jersey 08865, party of the first part, and party of the second part.

Witnesseth, that \_\_\_\_\_ for and in consideration of the payments hereinafter specified and agreed to be made by the Town, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished or delivered, done and performed in and about the Town of Phillipsburg in conformity with the Specifications attached hereto, which were duly approved by resolution by the Town of Phillipsburg which said Specifications are hereby made a part of this Agreement as set forth herein.

The Town of Phillipsburg agrees to make payment of all proper charges for materials and labor required in the aforementioned work and indemnify and hold harmless the Town, its officers, agents and servants and each and every one of them, against and from all suits and costs of every name and description, and from all damages, to which the Town or any of its officers, agents or servants may be put, by reason of injury to the person or performance of said work or through the negligence of \_\_\_\_\_ or through any improper or defective machinery implements or appliances used by \_\_\_\_\_ in the aforesaid work or through any act or omissions on the part of his agent or agents.

It is also agreed and understood that the acceptance of the final payment as billed shall be understood as a release in full of all claims against the Town of Phillipsburg, or by reason of the work done and materials furnished under this contract.

In consideration of the premises, the Town hereby agrees to pay to the part of the second part for said work when completed in accordance with the said specifications and within the time stated for the actual quantity of authorized work done under each item scheduled in the proposal, therefore, by \_\_\_\_\_ which payments will amount to \$\_\_\_\_\_.

It is also agreed that the project shall be completed within a one hundred eighty (180) day period from execution of contract and if not, there shall be a \$100 per day liquidated damages charge.

This contract is to be binding upon the Town, its successors or assigns and upon execution.

DESCRIPTION OF AWARD:

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In witnesseth whereof, the Town has caused this instrument to be signed by its Mayor, attested by its Clerk and its corporate seal to be hereunto affixed, pursuant to Resolution No. \_\_\_\_\_ of the Town of Phillipsburg approved for that purpose, and an authorized representative of \_\_\_\_\_ and seal the day of year first written above.

TOWN OF PHILLIPSBURG

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Printed Name of Contractor

Signed, Sealed and Delivered in the Presence of

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

## TOWN OF PHILLIPSBURG

### Bidder's Check List

This list is for your convenience to help ensure that your bid includes all the necessary documents and assurances and that all technical requirements of the bid process are met. We do not want anyone disqualified for technical violations of the bidding procedure.

1. Are ALL blank spaces on the proposal form completed?
2. Have you submitted Statement of Ownership?
3. Have you submitted signed and notarized Non-Collusion Affidavit?
4. Have you submitted a completed Affirmative Action Questionnaire?
5. Have you submitted Certificate from Department of Labor?
6. Have you submitted Business Registration Certificate from NJ Department of Treasury?
7. Have you submitted Bid Security and completed form?
8. Have you signed Proposal?
9. Have you included completed Prevailing Wage Compliance Declaration?
10. Have you included completed Disclosure of Investment Activities in Iran form?
11. Have you included list of sub-contractors?
12. Have you included list of references?
13. Have you familiarized yourself with anti-discrimination requirements of state law?

If you can answer "YES" to above twelve (12) questions, you are meeting the technical requirements of the bidding laws. You should also remember to do the following:

1. Seal the bid envelope securely.
2. Mark the envelope as required by the specifications.
3. Be sure your bid is delivered to the proper person at the proper time, as required by the specifications.

**GOOD LUCK WITH YOUR BID!**