Bid Document Submission Checklist

**Installation of Fiberglass and Underlayment at Various Locations (Minimum of Lifeguard Building Deck and Municipal Building Roof Portion and total project costs not to exceed $100,000)**

|  |  |  |
| --- | --- | --- |
| Required withSubmission of Bid:Owner's Checkmarks: X |  | Initial Each ItemSubmitted with Bid(Bidder's Initials) |
| X | Authorized Business Agent |  |
| X | NJ State Business Registration Certificate |  |
| X | Statement of Corporate Ownership/Certification, Pursuant to NJSA 52:25-24.2 |  |
| X | Disclosure of Investment Activities in Iran |  |
| X | Acknowledgement of Receipt of any Notice(s)or Revision(s) or Addenda |  |
| X | Submission of Non-Collusion Affidavit (THIS FORM MUST BE NOTARIZED) |  |
| X | Acknowledgement of Affirmative Action |  |
| X | Affirmative Action Mandatory Language |  |
| X | Americans With Disabilities Act |  |
| X | Certificate of Insurance (upon award) |  |
| X | Certificate of Public Works Contractor Registration |  |
| X | Acknowledgment of Prevailing Wages |  |
| X | Acknowledgment of Alternative Dispute Resolution |  |
| X | Non-Debarment Certification |  |
| X | Acknowledgment of Liquidated Damages |  |
| X | Experience Questionnaire |  |
| X | Additional Bid and Contract Provisions |  |
| X | Indemnification Form |  |
| X | Bid Specs and Bid |  |
| X | Bid Form Terms and Instructions |  |
| X | W-9 (upon award) |  |

Signature: The undersigned hereby acknowledges and has submitted the above requirements.

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

Signature of Authorized Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_ Contact phone#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTICE TO ALL BIDDERS

**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Board of Commissioners of the Township of Long Beach, County of Ocean, State of New Jersey for the following in the Municipal Clerk’s Office, 6805 Long Beach Blvd., Brant Beach, NJ:

**Installation of Fiberglass and Underlayment at Various Locations (Minimum of Lifeguard Building Deck and Municipal Building Roof Portion and total project costs not to exceed $100,000)**

until **September 18, 2024, at 10:15 A.M.** at which time and place they will be publicly opened and read aloud. No facsimile copies of the bids will be accepted. Specifications and other bid information may be obtained at the Purchasing Office of the Township of Long Beach, 6805 Long Beach Blvd., Brant Beach, NJ 08008 (609-361-6634) during regular business hours 9:00 a.m. to 4:00 p.m. and on the municipal website, www.longbeachtownship.com. Mailing of bid documents will be made at the bidders’ cost. All bid Addenda will be issued on the website. Therefore, all interested respondents should check the above website now through the bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27-1, et seq.

Bidders are required to comply with the requirements of P.L. 1977, c.33; and P.L. 1999, c.238, “The Public Works Registration Act,” if applicable.

The Minimum Wage rates, if applicable, for labor employed on these contracts shall be as specified in the “The New Jersey Prevailing Wage Rate Determination”, of the New Jersey Department of Labor and Industry.

The Township hereby reserves the right to consider the bids for sixty (60) days after the receipt thereof. The Township further reserves the right, which is understood and agreed to by all bidders, to award the contract award to the lowest responsible bidder based on the lowest total bid amount and to make such awards or take such action as may be in the best interest of the Township. The Township further reserves the right to make multiple awards for this contract, to sever and make awards of all or part of any bid to one or more bidder, to reject any or all bids due to defects or failure to adhere to the specifications or for any reason, or to waive informalities and accept any bid that in its judgment will be in the best interest of the Township.

 Katlyn Kerlin QPA

STATEMENT OF OWNERSHIP

**DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25‑24.2 (P.L. 1977, c.33)

This Statement Shall Be Included with Bid Submission

No corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation, or sole proprietorship shall be awarded a contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation, or sole proprietorship there is submitted a statement setting forth the names and addresses of all stockholders who own ten percent (10%) or more of the stock of any class or of all individual partners who own a ten percent (10%) or greater interest therein. If one or more such stockholder is itself a corporation or partnership, the stockholders holding ten percent (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 the names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid whether or not a stockholder or partner owns less than 10% of the business submitting the bid.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation, or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25‑24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

**Name of Organization:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Organization Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**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 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent 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 percent or greater interest therein, or no member in the limited liability company owns a 10 percent 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 percent 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 percent 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 noncorporate stockholder, and individual partner, and member exceeding the 10 percent 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/proposer; that the ***Township of Long Beach*** 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 ***Township of Long Beach*** to notify the ***Township of Long Beach*** 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 ***Township of Long Beach*** to declare any contract(s) resulting from this certification void and unenforceable.

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

**ACKNOWLEDGMENT OF RECEIPT OF NOTICE, OR ADDENDA, OR REVISIONS TO THE ADVERTISEMENT OF BID DOCUMENTS**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number Dated Acknowledge Receipt

(initial)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**No addenda were received**:

Acknowledged for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of Bidder)

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

 (Signature of Authorized Representative)

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

 (Print or Type)

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

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

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq., any person or entity ("Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. l, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

\_\_\_ That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list account of activity related to Russia and/or Belarus.

OR

\_\_\_\_ That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

\_\_\_\_ That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Attach Additional Sheets If Necessary.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Vendor's Authorized Representative Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title of Vendor's Authorized Representative Vendor's FEIN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor's Name Vendor's Phone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor's Address (Street Address) Vendor's Fax Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor's Address (City/State/Zip Code) Vendor's Email Address

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

County of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

I, (Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the municipality of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the county of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say I am (Title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the firm of (Name of Firm)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the bidder making the Proposal for the above-named project, and that I exercise the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Long Beach relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (N.J.S.A. 52:34-15)

(Name of Contractor)

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

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

Subscribed and sworn to before me

this\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

Notary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)

N.J.A.C. 17:27

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 origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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 age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. I7:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. I7:27-5.2.

The contractor or subcontractor agrees to inform in writing 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 to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees as may be applicable to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing as established by the Statutes and Court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal Court decisions.

In conforming with applicable 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, consistent with the statues 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 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 Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO/AA as may be requested by the office 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 Div. of Contract Compliance & EEO/AA for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

**NOTICE TO CONTRACTORS**

**RE: AFFIRMATIVE ACTION REGULATIONS**

**P.L. 1975, c. 127**

**PROCUREMENT AND SERVICE CONTRACTORS:**

Bidders are required to comply with the requirements of P.L. 1975, c. 127.

**A. ALL CONTRACTORS**

1. Within seven (7) days after receipt of the notification of intent to Award the contract, or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Municipality:
	* An existing Federally approved or sanctioned Affirmative Action Program.
	* A Certificate of Employee Information Report Approval.
	* If the contractor cannot present either of the above-listed items, the contractor is required to submit a completed Employee’s Information Report (Form AA302). This form will be made available to contractors by the Municipality.

**The following questions must be answered by all prospective contractors:**

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

 Yes \_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_

If “yes”, please submit a photostatic copy of such approval.

 2. Do you have a State Certificate of Employee Information Report approval?

 Yes \_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_

If “yes”, please submit a photo static copy of such approval.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirement of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to the Law.

 Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The contractor and the Township of Long Beach, (hereafter "owner"), do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(*42 U.S.C. 5121 01et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**INDEMNIFICATION AGREEMENT**

 **THIS AGREEMENT** (“Agreement”), by and between Township of Long Beach (“Township”), whose address is 6805 Long Beach Boulevard, Brant Beach, New Jersey 08008, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Bidder”), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, shall be binding and legally effective upon the execution of the Bidder.

**WITNESSETH:**

1. Bidder expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless Township, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Township, from and against any loss, damages, claims, causes of action, liabilities, obligations, penalties, demands, municipal mechanic’s liens filed pursuant to N.J.S.A. 2A:44-125, *et seq.*, and any and all other costs and expenses, including attorneys’ fees and costs, threatened against, suffered, and/or incurred by Township, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Township, arising out of and/or in any manner relating to the contracted and/or licensed activity engaged in and/or the work or services provided by Bidder, its officers, owners, agents, employees, independent contractors, guests, volunteers, others working on behalf of Bidder, and the acts, omissions, and/or negligence of the Bidder, its officers, owners, agents, employees, independent contractors, guests, volunteers, and others working on behalf of or which the Bidder is responsible for arising out of and/or relating to the Bidder’s contract with the Township. Bidder shall be responsible and liable for the payment of any and all of the foregoing attorney’s fees and costs to attorneys of Township’s selection for any investigation and review, pre-litigation, litigation, post-judgment litigation, bankruptcy proceedings, and any and all appeals arising out of and/or relating to this Agreement.
2. The terms of this indemnification agreement shall be in addition and cumulative to the indemnification provisions set forth in the general conditions of the contract documents.

3. The existence of any available and/or applicable insurance shall not waive or release Bidder from the Bidder’s obligations set forth in this Agreement.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 BIDDER

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

On \_\_\_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Notary Public in and for said county, personally appeared (signer) who has satisfactorily identified him/her as the signer on behalf of the Bidder to the above-referenced document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary’s Name

**CERTIFICATE BUSINESS REGISTRATION**

(P.L. 2004, c.57)

(N.J.S.A. 52:32-44)

All business organizations that do business (i.e. compete for or enter into a contract) with a State, County or Local Contracting Agency are required to be registered with the State and provide proof of their registration to the contracting agency. Proof of valid business registration shall be in the form of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. Information on how a business can obtain a certificate is located on the Internet at www.nj.gov/njbgs or by telephone at 609-292-1730. The purpose of the registration is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales, use, and other taxes. A contractor and its subcontractor(s) must collect and remit to the Division of Taxation the use tax pursuant to the Sales & Use Tax Act on all sales of tangible personal property delivered into this State. Notice of these requirements must be provided in bid specifications, requests for proposals and any other documents notifying potential contractors or procurement opportunities.

Business registration is required for any contract in excess of $6,000 (15% of $40,000) for municipalities with Qualified Purchasing Agents.

A contracting agency shall not enter into a contract with a business organization unless it has received proof of the business registration at the time of the bid or the proposal submission, in response to a request for bids or proposals. For all other transactions, the proof of business registration must be received prior to the issuance of a purchase order or other contracting document.

All public contractors submitting bids for public work must submit a copy of their proof of business registration with their bids. Bidders must also obtain and submit proof of registration from those subcontractors at all levels (tiers) if the specifications require the subcontractor to be listed or named in the bidder’s submission. Proof of valid business registration must be provided by the bidders and their named subcontractors at all levels (tiers) at the time the bid or proposal is officially received and opened by the contracting agency if required by the specifications. Failure to submit proof of registration is considered a mandatory rejection of bids and is non-waivable by the contracting agency.

The contractor shall provide written notice to its subcontractor and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof extends down through all levels (tiers) of the project. After the award of a project, the contractor has the obligation to obtain proof of registration from each subcontractor or a supplier on the project (in addition to those listed or named in the bid submission) and file proof of their business registration with the contracting agency prior to receiving final payment.

If there are no subcontractors on a project, the contractor must certify to that effect.

-----Attach Certificate-----

**THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

(NJSA 34:11-56:48, et. Seq.)

The BIDDER shall provide a copy of his and all Subcontractor’s “Contractor Registration

Certificate” with the Bid or prior to award of contract.

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

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

**ACKNOWLEDGEMENT OF**

**PREVAILING WAGE**

Contractor certifies that all State prevailing wage regulations, as well as the State and Federal Labor Standards Provisions where applicable, will apply.

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

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

**ACKNOWLEDGEMENT OF**

**ALTERNATIVE DISPUTE RESOLUTION CLAUSE (ADR)**

Pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-50, the Bidder acknowledges and agrees to the following.

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration, as required by P.L. 1997, c. 371 (N.J.S.A. 40A:11-50), pursuant to industry standards, prior to being submitted to the Superior Court of New Jersey, Ocean County. The specific type of alternate dispute resolution to be utilized shall be selected by the Township and the costs payable to the mediator or arbitrator(s) shall be borne equally by the Township and the Bidder. Nothing herein shall prevent the Township from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required herein shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (N.J.S.A. 40A:11-1, et seq.). The joinder of parties to any dispute that is required to proceed to alternative dispute resolution practices, which is at the sole and unilateral discretion of the Township, shall be governed by the provisions of P.L. 1997, c. 371 (N.J.S.A. 40A:11-50).

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

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

****

**CERTIFICATION: Authorized Business Agent**

**AUTHORITY TO SUBMIT BID ON BEHALF OF THE BUSINESS ORGANIZATION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that I am the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Title

of the Corporation, Limited Liability Corporation, Partnership, or Sole Proprietorship and named

as Principal in the within bid; and I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who

 Name

signed the bid on behalf of the Principal was then the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title

of said corporation, that I know his or her signature, and his/ her signature thereto is genuine;

and that said bid was duly signed, sealed, and attested to for and on behalf of said Business

Organization by authority of the Owner(s) / Managing Member(s).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

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

Signature

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

Printed

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

Business Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGMENT OF LIQUIDATED DAMAGES**

Bidder acknowledges and certifies that Bidder understands and agrees to the various provisions for liquidated damages listed in the Special Conditions and that submission of the bid constitutes acceptance of the provisions regarding and the amounts of liquidated damages that may be assessed each calendar day in the event of any breach. Specifically, Bidder agrees to complete the project in accordance with the Special Conditions Section 201 entitled “Time for Completion and Inspection Costs.” Bidder further expressly agrees that in the event Bidder fails to timely and/or properly complete the project in accordance with the conditions of the project that Bidder shall pay the municipality $500.00 for each day Bidder is in breach as liquidated damages, beginning on the date of Bidder’s breach and continuing each day thereafter. Bidder further acknowledges and agrees that the actual losses arising from Bidder’s breach are inherently difficult to quantify given the nature of the project, the foregoing agreed-upon sum does not constitute an unenforceable penalty, the foregoing sum is a reasonable measure of damages, the sum is reasonable based upon the Bidder’s experience in the industry, and the sum is reasonable given the nature of the losses that may result from any delay to the project. The liquidated damages provisions shall not apply in the event of any delay to the project caused by the municipality.

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

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

**EXPERIENCE QUESTIONNAIRE**

**The BIDDER is required to state in detail, in the space provided below, what work of a character similar to that in the proposed Contract he has done, to give references and such other detailed information that will enable the Owner and the Engineer to judge his responsibility, experience, skill, and business standing.**

**The Township shall have the right to reject any BIDS submitted by a BIDDER whose experience for this type of work, under this project, is deemed by the Township's Governing Body to be inadequate.**

**Submitted to Township of Long Beach**

 **a Corporation**

**By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a Co-partnership**

 **an Individual**

**Principal Office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**The signatory of the proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.**

**How long have you, as Contractor, been engaged in the construction business under present Individual or Company name? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Have you, as Contractor, ever defaulted or failed to execute and/or complete a contract awarded to you by a public agency? If yes, explain.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**List below, Contract Work, of a similar nature and magnitude to that to be performed for this project, completed or under construction within the last three (3) years.**

**Owner Contact Telephone**

**or Agency Person Number Description of Project Contract Amount**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Attach Additional Sheets as Required)**

**TOWNSHIP OF LONG BEACH**

**ADDITIONAL BID AND CONTRACT PROVISIONS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1.01. ADDITIONAL GENERAL TERMS

1.01.01. Included Charges. All bid or quoted prices shall be net and shall include all transportation and/or delivery charges. No additional charges shall be paid for any reason.

1.01.02. Minimum Purchase Guarantee. The Township reserves the right to purchase the item(s) and/or service(s) bid herein from New Jersey State Contract, the County of Ocean Cooperative Contract, the Stafford Township Cooperative Pricing System, or any other Cooperative Pricing System of which the Township is a registered member, as applicable.

 1.01.03. Quality of Materials and Services. The bidder/Vendor/vendor (collectively “Vendor”) shall guarantee any and/or all materials and services supplied under these specifications. Defective or inferior items and defective services shall be replaced and corrected, respectively, at the expense of the Vendor. If the Vendor shall fail to furnish and deliver the supplies or any item thereof or services within time specified and allowed, the Township may cancel as to those supplies which are not furnished and/or delivered or services and may also cancel the remainder of the order and may deduct and retain out of the moneys due, or which may become due to such person or firm from the Township, such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Township may or shall be obligated to pay to procure such supplies or services from other parties, and in addition, usual damages for breach of contract. The contractor shall properly clean up all areas affected by his work. The premises shall be left in the same condition as prior to starting the contractor's activities.

1.01.04. Goods Specifications. All items bid upon or quoted shall conform to the written descriptions and specifications. Specific manufacturers, models and brand names may be mentioned in these specifications to establish the level of quality sought by the Township. Manufacturers, models, and items of equivalent or greater quality may be substituted and so noted, in writing, on the applicable exception sheets. The burden of proof as to the equality of any substitutions shall be the Vendor’s responsibility. The Township reserves the right to request a sample of any substitutions being bid, prior to award of contract. Failure to change the descriptions as above will be interpreted to mean that the bidder intends to furnish the particular make of article called for in the specifications, and the Township shall insist upon delivery of the specified item. Substitutions shall not be permitted after bids have been opened and accepted by the Township. All decisions as to the quality of the products shall be made by the Township and such decisions shall be final. In case of rejected materials, the vendor will be responsible for return freight charges.

1.01.05. Permits. As required, the Vendor shall secure all permits, licenses, and bonds, and shall pay all necessary fees required in the performance of the work. The Vendor shall fully inform himself as to the cost of all necessary permits, licenses, and bonds, and shall include this cost in the unit prices bid for the work, unless directed differently in the specifications.

1.01.06. Emergent Goods and Services. The Township reserves the right to require the Vendor to both quote and timely deliver any emergent materials, supplies, equipment, etc., which are consistent with the items listed but not specifically set forth in this document during the period of performance (term of this contract). Emergent requirements include, but are not limited to, those currently undefined, unanticipated and otherwise non-routine requirements which could not have been included at solicitation as specified (detailed) requirements. The Township reserves the right to secure similar goods and services from other entities pursuant to the emergency exception of the Local Public Contract Law.

 1.01.07. Business Registration Certificate (“BRC”). All business organizations that do business with a local contracting agency (i.e. Township) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business. While the inclusion of a copy of your BRC is no longer mandatory with the bid submission, all Vendors (bidders) and subcontractors are required to be registered with the Department of the Treasury, Division of Revenue on the date of receipt of bids. A BRC is required prior to the time a contract, purchase order or other contracting document is awarded.

 1.01.08. Subcontractor and Supplier Indemnification. The Vendor agrees to indemnify and hold the Township harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

2.01. TERM; FUNDS; LOWEST RESPONSIBLE BIDDER; MULTIPLE AWARDS; WAIVER

 2.01.01. Availability of Funds. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the Township’s following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

 2.01.02. Lowest Responsible Bidder. The lowest responsible bidders shall be awarded pursuant to the Local Public Contracts Law and the Township may award the lowest responsible bidder based on the lowest per unit cost per service or good.

 2.01.03. Multiple Awards. The Township of Long Beach reserves the right to make multiple awards for this entire contract to multiple bidders and further reserves the right to make multiple awards based upon the lowest per unit cost per service or good. In the event multiple Vendors are awarded by the Township, the lowest bidder for each unit category shall be the first Vendor called to provide the goods and/or services. In the event the first Vendor fails to timely respond and/or provide the services and goods required, the Township shall contact the next-lowest awarded Vendor to perform the goods and/or services. All Vendors expressly release and waive any and all claims against the Township relating to the Township’s election to use additional Vendors pursuant to this paragraph, provided the Township first called the lowest bidder for the unit category and the lowest bidder failed to timely provide the goods and/or services. In the event no Vendor is able to comply with the delivery and time requirements set forth in this bid, the Township reserves the right to procure the required goods from third-party vendors in accordance with the Local Public Contracts Law.

 2.01.04. Extensions. In the event the contract includes an option or extension period pursuant to N.J.S.A. 40A:11-15, any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. The extension shall require the mutual agreement of the parties and shall be agreed upon more than ninety (90) days from the end of the initial term of the contract.

3.01. TERMINATION OF CONTRACT

3.01.01. Termination for Default. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the Township shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the Vendor of any sum or sums set forth in the contract for services not performed and goods not delivered. Township shall pay only for goods and services accepted prior to termination. Notwithstanding the above, the Vendor shall not be relieved of liability to the owner for damages sustained by the Township by virtue of any breach of the contract by the Vendor and the owner may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the Township from the Vendor is determined.

3.01.02. Additional Goods and Servies. In the event of default by the Vendor, the Township may procure the goods or services from other sources, including any additional Vendors who were awarded the bid pursuant to the specifications and who bid higher rates than the Vendor, and hold the Vendor responsible for any excess cost.

3.01.03. Termination for Convenience. The Township may at any time and for any reason terminate Vendor’s services and work at Township’s convenience. Upon receipt of such notice, Vendor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Vendor shall not be entitled to any claim or claim of lien against Township for any additional compensation or damages in the event of such termination and payment. The owner may terminate the contract for convenience by providing 30 calendar days advanced notice to the Vendor.

 3.01.04. Unauthorized Subcontracting. Unauthorized subcontracting of any portion of the work will be cause for immediate termination of the contract.

4.01. INSURANCE REQUIREMENTS

 4.01.1. Insurance Certificate. The Vendor shall provide proof of insurance at the time of award that names the Township as an additional insured.

 4.01.2. Minimum Coverages. The Vendor shall secure the following minimum insurance coverages; General Liability minimum $1,000,000 Each Occurrence/ $2,000,000 Aggregate; Liquor Liability, Sexual Abuse/Molestation/ Athletic Activities must be included; Completed Operations must be included; Business Automobile Liability: $1,000,000 combined single limit any one accident for all owned, hired, or non-owned automobiles used in connection with this agreement; Professional Liability/ Errors & Omissions Liability: $1,000,000 each claim/ $1,000,000 annual aggregate; Workers Compensation at the statutory requirements; Employers Liability: $1,000,000; Crime: $1,000,000 and must include Employee Theft and Client Coverage.

5.01. MISCELLANEOUS

 5.01.01. Entire Agreement. The bid specifications, all forms set forth in the bid packet and/or advertisement, the applicable laws and regulations, and this Additional Bid and Contract Specifications shall comprise the complete and entire agreement and understanding between the parties and supersedes all previous understandings and agreements, whether oral or written.

 5.02.02. Interpretation. The bid specifications, all forms set forth in the bid packet and/or advertisement, the applicable laws and regulations, and this Additional Bid and Contract Specifications shall be interpreted in favor of the Township in the event of a conflict.

 5.02.03. Severability. If any provision or portion of any provision of the contact documents with the Vendor shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall remain in full force and effect.

 5.02.04. Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party’s reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, pandemics, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

 5.02.05. WAIVER OF JURY TRIAL. THE BIDDER HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM AGAINST THE TOWNSHIP ON ANY MATTERS ARISING OUT OF OR IN ANY WAY RELATED TO THIS BID, THE CONTRACTUAL REQUIREMENTS, AND/OR THE RELATIONSHIP BY AND BETWEEN THE BIDDER AND THE TOWNSHIP.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SIGNATURE

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PRINT NAME AND TITLE

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

On \_\_\_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Notary Public, in and for said County, personally appeared (signer) who has satisfactorily identified him/her as the signer on behalf of the Vendor to the above-referenced document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary’s Name

Seal

**BID SPECIFICATIONS, CONDITIONS, AND ADDITIONAL INSTRUCTIONS**

**SPECIFICATIONS AND CONDITIONS**

1. Materials and Services. Furnish and install fiberglass and underlayment (plywood installation for the pitch on walls and/or floors) at various Township-owned or leased property; the minimum scope of the project shall be the lifeguard building deck and municipal building fiberglass portion of the roof. The bidder shall be the actual contractor and shall not be authorized to use subcontractors. The bidder will provide all the goods and/or services called for by the bid specifications and contract documents.

2. Notice of Mobilization and Scheduling Requirements. The bidder shall be available for and perform the required work on dates scheduled by the Township upon thirty (30) days’ written notice of schedule to the bidder. The Contractor shall not begin work on any project until upon receiving a Notice to Proceed. The Contractor shall work diligently and in good faith and complete all of the work called for under this contract in a reasonable amount of time. Once on the work site and the work has begun, the contractor shall not demobilize and send its employees to different job sites.

3. Township Use of Goods and Services. The scope of the projects required to be performed by the bidder will be at the discretion of the Township and the Township may elect to use or not to use the services and goods provided herein.

4. Term. The contract period to be covered by this bid is from the date of award through December 31, 2025.

5. Experience Questionnaire and Equipment Certification. Each bidder will be required to complete the detailed Experience Questionnaire and Equipment Certification herein and upon review of the Bids, the Township shall have the right to reject any Bids submitted by a Bidder whose experience and/or equipment for this type of work, under this project, is deemed by the Township’s governing body to be inadequate.

6. Condition of the Site. The bidder shall always keep the construction sites in a neat an orderly condition to the satisfaction of the Township and Director of the Department of Public Works. The work and delivery of materials required for this project shall be arranged and performed in such a manner as to keep inconvenience to the adjacent property owners to a minimum.

7. Conduct of the Work and Temporary Work. The Township and the Department of Public Works shall dictate the time, place, and scope of the required work. The bidder shall comply with the Township’s requirements and perform all work in a workmanlike manner and in conjunction with and without disruption of other contractors.

8. Disposal of Construction Debris. The bidder will be required to lawfully dispose of all debris relating to the work performed by the bidder and clean up the job site.

9. Safety and Health Regulations for Construction. In order to protect the lives and health of the general public and the bidder’s employees under this contract, the bidder shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as it pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

The bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

a. all employees on the clock and other persons and organizations who may be affected thereby;

b. all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

c. other property at the site or adjacent thereto.

The bidder shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the bidder’s superintendent unless otherwise designated in writing by the contractor or the Township.

The bidder alone shall be responsible for the safety, efficiency, and adequacy of its machinery, equipment, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

10. Environmental Protection. The bidder shall comply with all Federal, State, and local laws and regulations and all conditions of permits controlling pollution of the environment. He shall take all precautions necessary, whether specified on the plans or not, to prevent pollution of streams, lakes, ponds, wetlands, groundwater, storm drainage systems and reservoirs with fuels, oils, bituminous chemicals, or other harmful materials. The bidder shall also take the necessary precautions, specified or not, to prevent pollution of the atmosphere from particulate and gaseous matter.

11. Night, Weekend, and Holiday Work. No work shall be done at night or on Saturday, Sunday or on holidays. All work shall be performed on non-holidays Monday through Friday during the regular business hours of the Township or as otherwise agreed to in writing by and between the Township and bidder.

12. Storage, Handling, and Delivery. The bidder is to provide all required storage for machinery, equipment, supplies, material, etc. The storage area is to be coordinated with the Public Works Department. In addition, the contractor shall not utilize private property for storage or delivery unless the contractor has received approval from the Township prior to the start of construction. The cost of all storage, handling, and delivery shall be borne by the bidder.

All deliveries, handling, and storage of materials and equipment shall be in accordance with all of the applicable rules and regulations of the Township and NJDEP and in accordance with the manufacturer's recommendations.

The cost of all storage, handling, and delivery shall be borne by the bidder.

13. Emergencies. The bidder shall be required to provide an emergency telephone number that can be reached at any time.

14. Premobilization Conference. At the time of a notice to proceed, the Township and its designated officials, including, but not limited to, the Township Engineer and/or the Director of the Department of Public Works shall provide the bidder with the drawings, plans, and/or specifications for the required work, if any, and make themselves available to the bidder for any required meetings to discuss the scope and requirements of the work prior to the start of the required services.

15. Acceptance of Work. All work contemplated by these specifications and this contract shall be done and completed in a workmanlike manner and the bidder is to do all and everything that is necessary for the construction, laying, completing, and maintenance of the same to the satisfaction and approval of the Director of Public Works and Township Engineer; and while the work is to be done under the inspection and supervisions of the Township’s authorized agents, the bidder and its sureties shall be responsible in every respect at all times and for a period of two (2) years from the date of acceptance of the work by the Township, for the complete and perfect construction, repair, and maintenance in a good and serviceable condition of said improvement.

**ADDITIONAL INSTRUCTIONS**

16. Review of Bids. In submitting this bid, the bidder understands that the right is reserved by the Township to reject any and all bids for just cause. If written notice of the acceptance of this bid is mailed, telefaxed, or delivered to the undersigned within sixty (60) days after the opening thereof, the bidder agrees to execute and deliver an agreement in the prescribed form within ten (10) days of receipt of the Agreement.

17. Bid Requirements. All bids should be placed on the letterhead of the prospective bidder and signed by same. Bids shall be enclosed in a sealed envelope bearing the name of the bidder and the name of the item or items which the bid covers and shall be addressed to the Purchasing Agent of Long Beach Township. No responsibility shall be assumed by the Township for any bids mailed to the Purchasing agent which are not received before said time. No bid shall be received after the said time and place.

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

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

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

State: \_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_ Contact phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**BID PROPOSAL**

**Installation of Fiberglass and Underlayment at Various Locations (Minimum of Lifeguard Building Deck and Municipal Building Roof Portion and total project costs not to exceed $100,000)**

Installation of Fiberglass and Underlayment – Unit Price per Square Yard

Fiberglass and Underlayment (by sq. foot) $­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SIGNATURE

 ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PRINT NAME AND TITLE