Bid Document Submission Checklist

Township of Long Beach

**Police Clothing: Short Sleeve Performance Shirt**

|  |  |  |
| --- | --- | --- |
| 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 | Bid Response Sheet |  |
| X | Specifications and Proposal |  |
| X | Bidder's acknowledgement of Receipt of any Notice(s)or Revision(s) or Addenda to an advertisement, specifications or bid document(s) |  |
| X | Non-Collusion Affidavit  |  |
| X | Acknowledgement of Affirmative Action |  |
| X | Affirmative Action Mandatory Language |  |
| X | Americans With Disabilities Act |  |
| X | W-9 (upon award) |  |
| X | Additional Bid and Contract Provisions |  |
| X | Russia and Belarus Certification |  |

Signature: The undersigned hereby acknowledges review and submission of the above-listed requirements.

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

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

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

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact phone#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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:

* Police Clothing: Short Sleeve Performance Shirt

until **January 31, 2025 at 10:00 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 Municipal Clerk’s 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](http://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 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 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 of Long Beach 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. Multiple awards may be made.

 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 (10) percent or more of the stock of any class, or of all individual partners who own a ten (10) percent or greater interest therein. If one or more such stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation’s stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established 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:**

pSole Proprietorship (skip Parts II and III, execute certification in Part IV)

pNon-Profit Corporation (skip Parts II and III, execute certification in Part IV)

pFor-Profit Corporation (any type) pLimited Liability Company (LLC)

pPartnership pLimited Partnership pLimited Liability Partnership (LLP)

pOther (be specific): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Part II**

p 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**

p 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: |  |

**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

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

Printed

Subscribed and sworn to before me

this\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20

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

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE, 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 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 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

**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](http://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-----

**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

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

Corporate Seal

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

Signature

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

Printed

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

Business Organization Name:

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

**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, 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 permitted, contracted, and/or licensed activity engaged in by Bidder in and/or relating to the Township, and the acts and/or omissions of the Bidder, its officers, owners, agents, employees, independent contractors, guests, volunteers, others working on behalf of Bidder, and/or customers relating thereto. 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 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

Seal

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

*(Check the Appropriate Box)*

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

# OR

1. 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

1. 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

i Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

STATE OF NEW JERSEY

DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

# BID SOLICITATION # AND TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter

25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at https://[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf) Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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 party.

# **CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

***OR***

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Vendor/ Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Duration of Engagement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Anticipated Cessation Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\*Attach Additional Sheets If Necessary.*

# CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature Date

Print Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DPP Rev. 12.13.2021

**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 material 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 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. Transitional Period. In the event a new contract for the specific services and/or goods has not been awarded prior to the contract expiration date, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

 2.01.02. 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.

 2.01.03. 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.

 2.01.04. 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.

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; Workers Compensation and motor vehicle insurance at the statutory requirements.

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.

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

**SPECIFICATIONS AND PROPOSAL**

**Long Beach Township Police Department Clothing – Short Sleeve Performance Shirt**

**First Tactical 112012 Mens V2 Pro Performance Shirt SS:**





Bid Price: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Equivalent Proposal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **BID INTENT AND ADDITIONAL TERMS**

1. It is the intention of the Township to solicit bids and award a contract on behalf of the police officers of the Township by assisting them in acquiring such items in an economical and efficient manner. It is in the interest of uniformity, consistency, and appearance that these bids will be awarded.

2. Vendor’s location shall be within a thirty (45) mile radius of the Police Department location (6805 Long Beach Blvd, Brant Beach, NJ, 08008) to enable any police officer to obtain assistance/measurements with any item listed.

3. The bidder shall make arrangements to take the measurements of all members of the Police Department within two weeks after being awarded the bid. The bidder shall be required to take orders at the Township Headquarters once a month. Deliveries to be made within thirty (30) days of placement of order. All deliveries are to be F.O.B. Township of Long Beach. All items are to be delivered to the following address: Township of Long Beach, Police Department, 6805 Long Beach Blvd, Brant Beach, NJ 08008.

4. Delivery Requirements as follows:

* All equipment listed in the bid specifications to be delivered to the Township within Thirty (30) business days after receipt of order (A.R.O.). If this delivery stipulation cannot be met, it must be noted on the Exception Sheet. Delivery charges must be included in the bid price.
* Non-Customized items listed in the bid specifications to be delivered to the Township within Thirty (30) business days after receipt of order (A.R.O.). If this delivery stipulation cannot be met, it must be noted on the Exception Sheet. Delivery charges must be included in the bid price.
* Customized items listed in the bid specifications to be delivered to the Township within Thirty (30) business days after receipt of order (A.R.O.). If this delivery stipulation cannot be met, it must be noted on the Exception Sheet. Delivery charges must be included in the bid price.

5. FAILURE TO DELIVER

Should the contractor fail to deliver the uniform/equipment as required, the Township may, after giving twenty-four hours’ notice to the contractor, purchase in the open market uniform/equipment still due on the order/contract. If such a purchase shall involve the cost to the Township greater than what had been incurred by fulfillment of the contract, the excess cost shall be charged to the contractor and shall be deducted from any monies withheld under the contract, if these are sufficient, or otherwise any deficiencies shall constitute a claim by the Township for reimbursement from the contractor. All orders must be placed by purchase order. The Township will not accept responsibility for any phone orders.

* Delivered price FOB destination. No additional charges for any reason will be accepted.
* Prices quoted must include delivery to Long Beach Township Police Department office located at 6805 Long Beach Blvd. Brant Bach, NJ 08008.
* Delivery 7-10 Days from the date of order.
* Sales to co-op participants are exempt from taxation either state or municipal and from federal taxation, including excise tax.
* Where a bidder submits an equivalent or exception, it shall be the responsibility of the bidder to document the equivalence or exception claim. If the Township determines that the exception is not equivalent, the Township may reject the bid regardless of whether it is the lowest price.
* If a vendor is submitting an equivalent item as listed, a sample of the equivalent item must be included with the submitted bid packet.
* Prices quoted must include all artwork and screen charges
* Embroidery: Embroidery: embroidered on the left chest with the Long Beach Township Police Department logo. A sample of the 15,277-stitch logo must be provided to LBTPD for approval prior to printing the shirts. Thread colors vary on the logo depending on the color of the garment.
* \*Submit bid as unit price with all costs included for each numbered item.
* All samples will be returned to the vendor.
* Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

6. All bids shall be placed on 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.

7. Pursuant to N.J.S.A 40A11-15(32), the contract period to be covered by this bid is January 1, 2025, through December 31, 2026.

# 8. THE TOWNSHIP WILL NOT ACCEPT MINIMUM ORDER REQUIREMENTS

9. The undersigned, as bidder, will provide all the goods and/or services called for by the Contract Documents in the manner prescribed therein for the purchase of Police Uniforms.

10. 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.

BID RESPONSE SHEET

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a duly authorized representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have fully read, understood and recognized the requirements of this bid. I have enclosed complete copies of this specification, having been filled out in good faith and to the best of my knowledge for the item(s) being bid.

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

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

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

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

State: \_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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