Township of Barnegat

COUNTY OF OCEAN

900 WEST BAY AVENUE
BARNEGAT, NEW JERSEY 08005-1298
Email: clerk@barnegat.net

MUNICIPAL OFFICES: (609) 698-0080
FAX #: (609) 698-7980
Visit Our Website: www.barnegat.net

BID PACKAGE FOR

RFQ PROFESSIONAL SERVICES, OWNER'S REPRESENTATIVE

BID OPENING WILL BE ON JANUARY 15, 2021 11:00 AM

AT

BARNEGAT TOWNSHIP MUNICIPAL CLERK'S OFFICE 900 WEST BAY AVENUE BARNEGAT, NJ 08005 609-698-0080, ext. 190

G5-G.18 OWNER'S REPRESENTATIVE TO BE PAID BY THE CONTRACTOR:

The Township of Barnegat ("Township" or "Owner") may, in the Township's sole discretion utilize the services of an "Owner's Representative" at the expense of the General Contractor, to monitor/observe the construction process and report/liaison to and on behalf of the Township.

The Owner's Representative is not responsible to, answerable to and in any way under the direction of the General Contractor.

The Owner's Representative is not intended to nor shall take the place of the General Contractor's Project Manager; the Owner's Representative shall serve the interests of the Township exclusively.

The Owner's Representative shall at all times have full access to the site, materials, records, documents, correspondence, supplies, items and things of every nature so as to, in the Townships and/or Owner's Representative's sole discretion, perform the Owner's Representative's function(s). The Owner's Representative's sole obligation is to the Township in the capacity of monitoring/observing as well as reporting to the Township.

The General Contractor, it's agents, servants, suppliers, subcontractors and affiliates, without limitation, shall cooperate to the fullest extent possible with the Owner's Representative so as to facilitate in all manner execution of the Owner's Representative's function(s).

Selection of and contract terms with the Owner's Representative shall be solely as between the Owner's Representative and the Township.

The compensation for the Owner's Representative, other than reimbursable expenses, if any, shall be ten thousand dollars ($10,000) per month payable monthly by the General Contractor to the Owner's Representative commencing on the date of an Authorization to Proceed and on the monthly anniversary thereof each and every month, or prorated portion thereof, through and including the date of final completion. Any payment more than three (3) calendar days late shall be subject to a 1.5% late charge for each month or part thereof.

As a condition precedent to any payments to the General Contractor will be a certification by the Owner's Representative to the Township that all payments by the General Contractor to the Owner's Representative are current and that the obligations of the General Contractor, it's agents, servants, suppliers, subcontractors and affiliates, without limitation, have complied with terms of cooperation with the Owner's Representative as herein set forth.

Both the General Contractor and Township shall indemnify and hold harmless the Owner's Representative from any and all claims or actions by any party relative to the subject project; this provision shall survive final completion and final payment(s).

THE TOWNSHIP OF BARNEGAT
900 WEST BAY AVENUE
BARNEGAT, NJ

GENERAL INSTRUCTIONS & CONDITIONS FOR TOWNSHIP OF BARNEGAT CONTRACTS - GENERAL

1.0 INSTRUCTION, FORMS & SPECIFICATIONS

1.1 Instructions, forms and specifications may be obtained in person or by certified mail from the Township of Barnegat, Clerk, 900 West Bay Avenue, Barnegat, NJ 08005.

1.2 All bids are to be submitted on and in accordance with the Proposal Form approved for this proposal or on an exact replica as to wording and punctuation. Copies of this Proposal Form are available at the Office of the Clerk of the Township of Barnegat.

1.3 All bidders shall be required to submit **One (1) complete set of the Proposal Forms, Bidders Qualifications, Bid Bonds and Certificates of Surety, the complete bid package in a sealed envelope approximately 10" x 13" or larger addressed to the Township of Barnegat Clerk, Township of Barnegat, 900 West Bay Avenue, Barnegat, NJ 08005 and *clearly marked with the name and address of the bidder and the number and title of the bid proposal.*** Bids may be hand-delivered or mailed; however, the Township of Barnegat disclaims any responsibility for bids forwarded by U.S. Mail and/or Overnight Mail Carriers that are received after the bid opening deadline.

1.4 All bids must be received in the office of the Municipal Clerk of the Township of Barnegat, 900 West Bay Avenue, Barnegat, NJ 08005 on or before the time and date specified. Bids received after the time considered will be returned to the bidder unopened.

1.5 No bids will be considered in which the Proposal, Specifications or any Provisions have been modified, without the permission of the Township of Barnegat Administrator.

1.6 Each bid shall be accompanied by a notarized Non-Collusion Affidavit executed by the bidder or, in case the bidder is a corporation, by a duly authorized representative of said corporation. Forms for this purpose are provided in your bid package.

1.7 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Township of Barnegat Clerk.

1.8 To better insure fair competition and to permit a determination of the lowest bidders, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, non-responsible bids or bids obviously unbalanced.

1.9 Any bidder or bidders finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or feel that the specifications are discriminatory, shall notify the Township of Barnegat Clerk in writing not less than seven (7) days prior to the opening of the bids. Exceptions, as taken, in no way obligate the Township of Barnegat to change the specifications. The Township of Barnegat Clerk will notify all prospective bidders in writing, by addendum duly issued of any interpretations or changes made to specifications or instructions.

1.0 INSTRUCTION, FORMS AND SPECIFICATIONS (Continued)

1.10 Bidders must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

1.10.1 Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

1.10.2 Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

1.10.3 Bids by sole-proprietorship shall be signed by the proprietor.

1.10.4 When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

1.11 Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

1.11.1 N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

1.11.2 N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

1.11.3 N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

1.11.4 Bidder should consult the statutes or legal counsel for further information.

2.0 PREPARATION OF BIDS

2.1 All bidders are encouraged to examine any drawings, specifications, schedules and instructions included in the bid package. Failure to do so will be at the bidder's own risk.

2.2 **All bidders are required to utilize type or clearly written ink print when completing the proposal form. Unit and total price extensions shall be fully extended in terms of dollars and cents. Decimal points and commas shall be utilized when and where required.** If and when applicable, a bidder chooses not to bid on specific items, they shall then be required to place the wording **"NO BID"** on the specified line on the proposal form.

2.3 All bidders when applicable shall clearly complete the space provided at the top of each bid form with their name and current address.

2.4 **No bidder will be allowed to offer more than one (1) price on each item, even though they may feel that they have two or more styles that will meet the specifications.** Bidders must determine for themselves which item to offer. If any bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the Township of Barnegat's discretion.

2.5 In the case of error in the extension of prices on the bid proposal form (if requested), the unit price shall govern. Unit prices shown must be net.

2.0 PREPARATION OF BIDS (Continued)

2.6 If erasures or other changes appear on the bid forms, each erasure or change shall be initialed in ink by the individual signing the bid.

2.7 The Invitation to Bid Proposal number, the vendors name a current address shall appear on any technical data or other information furnished by the vendor with the bid.

2.8 Receipt of amendments/addendum by the bidders must be acknowledged prior to the bid opening. Addendum received prior to bid submittal should be acknowledged in the appropriate space on the bid document. Addendum received after bid submittal should be acknowledged by letter, fax or telegram.

2.9 Any documents intended to supplement or deviate from the express requirements of this Invitation for Bid may result in a rejection of that bid. Bidder quotation forms duplicating the items listed on the enclosed bid can be confusing and are not requested.

2.10 Signed bid proposal sheets and all bid price sheets which the bidder has offered pricing, shall be required to be returned for the bid to be considered.

3.0 MATERIAL AVAILABILITY

3.1 Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to the submission of the bid and delivery time. It is the responsibility of the bidder to notify the Township of Barnegat immediately if item(s) specified are discontinued, replaced or not available for an extended, period of time. The Township of Barnegat reserves the right to charge back additional costs (freight, special handling, difference in purchase price, etc.) to the successful bidder when items are not supplied as offered. In addition, failure of the successful bidder to furnish the item(s) awarded from this bid may eliminate the bidder from the active bidder's list.

4.0 QUANTITIES

4.1 **Unless otherwise indicated, the quantities listed in the specifications or on the proposal form are approximate only and are for the purpose of canvassing for bids. The Township of Barnegat does not guarantee to purchase any definite quantities**, however, the Township of Barnegat does intend to purchase the quantities that are required to meet its specific needs for that item(s) during the term of the contract. The quantities purchased by the Township of Barnegat are limited to the amount of monies budgeted and appropriated for the same under New Jersey State Statutes. Payment to the contractor will be made only for the actual quantities of items furnished in accordance with the contract and **it shall be understood that the estimated quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.**

5.0 SAMPLES/LITERATURE

5.1 When required, all bids shall be accompanied by descriptive literature giving full description of details as to the types of material and equipment that are to be furnished under the contract. Samples, where required, shall be delivered to the Township of Barnegat, Clerk's Office, 900 West Bay Avenue, Barnegat, NJ 08005 before the opening of bids unless otherwise required in the specifications. **All packages shall be clearly tagged or marked as "Samples" and each sample shall bear the name of bidder, bid proposal number and item(s) number.** Failure to furnish samples when required or to clearly identify said samples may be considered sufficient reason for rejection of the bid. All deliveries under the contract shall conform in all respects with samples, catalogue cuts, etc. as submitted and accepted as a basis for the award. The Township of Barnegat reserves the right to retain or destroy the articles or materials submitted as a sample for the purpose of testing or proof of contract compliance and will be free from any redress or claim on the part of the bidder or contractor if any article or materials are lost, damaged or destroyed. Upon notification from the Township of Barnegat Clerk's Office that a sample is available for return, it shall be removed by the bidder, within fifteen (15) days or the Township of Barnegat will not be held responsible for its disposition.

6.0 MODIFICATION OR WITHDRAWAL OF BIDS

6.1 A bid that is the possession of the Township of Barnegat Clerk may be altered by telegram, letter, or fax bearing the signature or name of the person authorized for bidding, **provided it is received prior to the time and date of the bid opening.** Under no circumstances shall the telegram, letter, or fax reveal the bid price or any changes to those figures, but should only indicate the addition, subtraction or other change in the documents or required support materials.

6.2 A bid that is in the possession of the Township of Barnegat Clerk may be withdrawn by the bidder in person or by written notarized request up until the time of the bid opening. Bids may not be withdrawn after the bid opening, unless formal approval has been granted by both the Township of Barnegat Business Administrator and the Township of Barnegat Clerk.

7.0 DISCOUNTS

7.1 Time in connection with prompt payment discounts offered shall be computed from the date that the vendor's payment invoice and properly completed Township of Barnegat payment voucher are received by the Accounts Payable Office.

7.2 Percentage discounts for payment of invoices in twenty (20) days or more shall be considered in the evaluation of bids when requested on the proposal form. Shorter discount periods shall not be considered in the evaluation of the bids.

8.0 TRADE NAME PROVISIONS

8.1 This provision does not apply to items that are identified as **"NO SUBSTITUTION".**

8.2 When items within the proposal are identified by a manufacturer's name, trade name, brand name, catalogue number or reference, it shall be understood that the bidder proposes to furnish the item so identified and does not propose to furnish a substitute unless indicated on the bid proposal form. Brand names shall be specified if offering other than the brand identified by the Township of Barnegat. If more than one brand is suggested by the Township of Barnegat the bidder shall indicate which brand they are proposing to furnish.

8.0 TRADE NAME PROVISIONS (Continued)

8.3 The use of trade names by the Township of Barnegat is intended to be descriptive, but not restrictive and only to establish a standard for items that will be considered satisfactory. Bids on all brands and models may be considered, provided the bidder clearly states in the bid proposal exactly what they propose to furnish. The bid shall also be accompanied by the manufacturer's specifications for each item proposed. Specifications or descriptive literature must be forwarded with the bid on all proposed substitutes or the bid may be found non-responsible. If a catalogue is submitted, the page number where the item may be found must be marked for each item. A sample may be required for evaluation prior to the acceptance of a substitute.

8.4 If a bidder proposes an item different than the item identified and does not provide a manufacturer's specification for that item, the bidder may be found non-responsible for that item.

8.5 The Township of Barnegat Clerk reserves the right to inspect and evaluate the proposed alternate item(s) for future consideration and inclusion on the qualified product list.

8.6 The Township of Barnegat Clerk reserves the right to approve or reject any proposed substitutes that are a variation from the Township of Barnegat's specifications or requirements and to accept any item or group of items as may be in the best interest of the Township of Barnegat and in accordance with the law.

9.0 PATENT RIGHTS

9.1 Whenever any materials, process, composition or thing called for in the specifications are covered by letter patents, the successful bidder shall be required to secure before utilizing or employing such materials, process, composition or thing, the assent in writing of the owner or licensee of such letter patents and file same with the Township of Barnegat Clerk.

10.0 COMMERCIAL WARRANTY/MANUFACTURER'S RECOMMENDATIONS

10.1 The bidder shall agree that all supplies and/or services furnished under any resultant purchase order issued by the Township of Barnegat shall be covered by the most available commercial warranties the bidder gives to any other customer for the same supplies and/or services. All warranty information and certificates shall be furnished at the time of the bid opening and become the property of the Township of Barnegat upon the delivery of said items. All rights and remedies stated in the warranties shall be honored by the contractor and/or their manufacturer.

10.2 All items shall be of new manufacture unless otherwise specifically stipulated or called for in the specifications.

10.3 All products offered shall have passed the first line standards as set forth by the manufacturer. No seconds, blemished articles or items containing defects shall be included in the proposed bid unless specifically stipulated or called for in the specifications.

11.0 TAX EXEMPT STATUS

11.1 The Township of Barnegat is exempt from Manufacturers federal excise tax and states sales tax.

12.0 AWARD AND PURCHASE

12.1 The Township of Barnegat hereby notifies all bidders that it will affirmatively insure, to the best of its ability that in any contract entered into pursuant to this advertisement, that minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation to Bids and will not be discriminated against on the grounds of race, color, sex or national origin in consideration of an award. The bidder hereby agrees that should the bidder be awarded a contract by the Township of Barnegat that they will not discriminate against any person who performs work there under because of race, religion, color, sex or national origin.

12.2 The Township of Barnegat reserves the right to reject any and/or all bids, to waive any informalities or technical defects in the bids, unless otherwise specified by the Township of Barnegat to accept any item or groups of items in the bid, as may be in the best interest of the Township of Barnegat and in accordance with the law.

12.3 The Township of Barnegat will award the contract to the lowest responsive responsible bidder within sixty (60) days after receipt and opening of the bids or within such time as may be stated elsewhere in the specifications.

12.4 Upon award by the governing body a contract will be issued by the Township of Barnegat Purchasing Office to the successful bidder for appropriate signatures. Upon execution of the contact the contractor shall forward all contracts back to the Purchasing Office for final approval and official signatures.

12.5 **The Township reserves the right to award at its discretion to any one of the tie bidders or to utilize whatever method of determination that it sees applicable to the circumstances.**

12.6 **For written bid results,** please contact the Barnegat Township Clerk's Office.

13.0 ASSIGNMENT

13.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written approval of the Township of Barnegat Administrator.

14.0 DELIVERY

14.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule provided in the specifications and/or the bid proposal.

14.2 **All items shall be delivered F.O.B. destination Barnegat, NJ and all delivery costs and charges included in the bid price, unless otherwise stated in the specific conditions or specifications.**

14.3 When applicable, the time (days, weeks, etc.) required for delivery is a significant factor of consideration with respect to the award process. The time required for delivery shall be indicated in the space provided on the proposal form or the bid may be ruled non-responsible and may not be further considered for award. Failure to meet the established delivery dates for any cause other than strikes or an act of God may be due cause for forfeiture of the balance of the contract.

14.4 **The Township reserves the right to charge the contractor or vendor seventy-five ($75.00) dollars per calendar day, or such other amount as may be stated in the special conditions or specifications, for each day the materials, supplies or services are not delivered in accordance with the delivery schedule.** The per diem charge may be invoked at the discretion of the Township of Barnegat, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment or charged back to the contractor or vendor.

15.0 CREDITS/RETURNS

15.1 Each successful bidder shall agree to accept, for full credit and return shipping charges, the return of any item(s) received from their packaging that is delivered damaged or is rendered the same unusable for its intended purpose.

16.0 PAYMENT

16.1 Payment shall be made by the Township of Barnegat only after the item(s) awarded to a contractor have been received, inspected and found to comply with the award specifications, free of damage or defect and properly invoiced. **In order for the Township of Barnegat, to make payment, the vendor must return the Township of Barnegat's voucher that has been properly executed and originally signed. Attached also shall be the vendor's invoice and certified payrolls (when required) that shall both bear the Township of Barnegat's purchase order number.** Payment for partial payments shall not be made unless specified in the bid and/or without the prior consent of the Certified Finance Officer. Failure to follow these instructions will result in the delay in the processing of invoices for payment.

16.1.1 The Contractor's attention shall specifically be called to the fact that no payment shall be rendered until such time that materials that have been delivered and or incorporated in the work have been inspected and installed or constructed to the satisfaction of the Township of Barnegat.

16.1.2 In order for the Township of Barnegat to make payment, the Contractor shall be required to return the Township of Barnegat's voucher that has been properly executed and originally signed. Attached also shall be the vendor's original invoice and certified payrolls (when required) that shall both bear the Township of Barnegat's purchase order and contract number.

16.1.3 The Township of Barnegat may withhold payment, due to subsequently discovered evidence, nullifying in whole or part any payment certificate, to such extent as may be deemed necessary to protect the Township of Barnegat, including for, but not limited to, the following causes:

16.1.3.1 Defective work not corrected.

16.1.3.2 Claims filed or responsible evidence indicating probability of filing claims.

16.1.3.3 Known failure of the Contractor to make payments properly to Subcontractors or for materials or labor.

16.1.3.4 A reasonable doubt that the contract can be completed for the balance then unpaid.

16.1.3.5 For damage to another Contractor, agency, governing body, corporation, or person.

16.1.3.6 Contingency for liquidated damages

16.1.4 When the above liens and grounds are removed, payment shall be made for the amounts that were withheld because of them.

16.0 PAYMENT (Continued)

16.2 The Contractor shall be required to fully substantiate and clearly document their cost for contractual and change order related work. The Contractor's costs shall be reasonable, and shall be directly related to pertinent requirements of the plans and specifications. The Contractor's documentation of cost shall be complete and provide factual information in a format that can be rationally analyzed and readily verified by the Township of Barnegat's Project Representative.

16.3 The Contractor's cost documentation for contractual and change order related work shall be provided with the following attached information:

16.3.1 The supplier's price quotations.

16.3.2 Copies of all paid bills/invoices.

16.3.3 The Contractor's own takeoffs, cost proposals, estimates and work sheets.

16.3.4 The approved pay items for the contract shall be used for differentiating costs for the contractual work and the change order related work; however, it shall not be the sole method for substantiating costs for the contractual and change order related work.

16.4 The Contractor shall be required to promptly respond to the Township of Barnegat's requests for information, which they need to substantiate change orders, and related construction change directive costs. The Contractor's failure or refusal to provide the required information shall entitle the Township of Barnegat to withhold all pending and future payments that otherwise may be due to the Contractor until the requested information is furnished and received.

16.5 Costs elements that were omitted from, or were accounted for in the Contractor's bid shall not be recoverable by a change order or a construction change directive. A reasonable value, contemporaneous with the bid opening date, for such omitted or incorrect cost elements shall be established to fairly and properly reconcile change orders and construction change costs.

16.6 The Contractor's subcontracts shall limit markups (and markdowns) to ten percent (10%) for combined overhead and profit on the Subcontractor's substantiated net direct costs of labor and materials for changes in the work that affect the contract sum.

16.7 Date of Acceptance

16.7.1 The date of acceptance shall be the date that the project is accepted by the Township of Barnegat's governing body. Prior to such time the Township of Barnegat's Project Representative shall certify that the work has been completed in accordance with the specifications and accepted in full.

17.0 ABANDONMENT OR DELAY

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

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

18.0 TERMINATION CLAUSE

18.1 The failure of any contractor or supplier of the Township of Barnegat to comply with the terms of this bid shall subject any contract or purchase order to revocation.

18.2 If the Contractor shall be adjudged a bankruptcy, or if they should make a general assignment for the benefit of their creditors, or if a receiver shall be appointed on account of their insolvency, or if they would persistently or repeatedly refuse or shall fail, except in the case for which an extension of time has been proven, to supply enough skilled labor or proper materials, or if they shall fail to make prompt payment to Subcontractors for materials or labor that has been rendered, or persistently disregard laws, regulations, ordinances, or the instructions of the Township of Barnegat representatives, or otherwise be guilty of a substantial violation of any provision of the contract, then the Township of Barnegat may, without prejudice to any other right to remedy and after giving the Contractor seven (7) days written notice, terminate the contract and take possession of the premises and of all the materials, tools, and applications thereon and finish the work by whatever methods or means it may deem expedient.

18.3 In such cases as stated above, the Contractor shall not be entitled to receive any further payment until the work is completed to the satisfaction of the Township of Barnegat representatives. If the unpaid balance of the contract shall exceed the expenses of the cost to finish the work, including the cost for compensation for additional managerial and administrative services, the Contractor shall be required to pay the difference to the Township of Barnegat as herein provided, and the damage incurred through the Contractor's default shall be certified by the Township of Barnegat.

19.0 CONTRACTOR'S COOPERATION

19.1 The Contractor shall keep in touch with the Township of Barnegat or any other representative(s) of the Township of Barnegat so designated by the Township of Barnegat and shall actively cooperate in all matters pertaining to this contract in any way the Purchasing Manager may direct or to the end that the Township of Barnegat shall receive efficient and satisfactory service. The Contractor shall meet with the Township of Barnegat or his designated representative(s) when requested to answer any questions or to resolve any problems concerning the contract or they may be judged to have failed in the performance of the contract and their bond shall be liable.

20.0 BID SECURITY

20.1 **Each Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of $20,000, payable unconditionally to the owner.** When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21

20.2 The bid security of all bidders except the three (3) apparent lowest responsible bidders, The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a after the opening of bids. The bid security of the remaining unsuccessful bidders will be returned within three (3) days. Sundays and holidays exempted, after award of the contract and upon receipt and approval of the contractor's Performance Bond.

20.3 Non-performance by a successful bidder or their failure to execute the contract or meet bond requirements within ten (10) days after notice of award shall result in his/her bid security being forfeited to the Township of Barnegat as liquidated damages.

20.4 Where the specifications or instructions provide for no Surety/Performance bond requirements, the check of the successful bidder will be returned upon satisfactory completion of the work or delivery and inspection of the goods and services purchased subject to such other provisions of these instructions or the specifications, whichever may apply.

20.5 If no contract has been awarded within sixty (60) days after bid opening, bid security will be returned upon demand of the bidder.

21.0 CERTIFICATE OF SURETY

21.1 **Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for the full amount of bid price from a Surety Company authorized to do business in the State of New Jersey stating that it will provide said bidder with a Performance Bond in the full amount of the bid**. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

21.2 All bonds shall be approved as to form and sufficiency by the Township of Barnegat's Solicitor's Office. If said option to extend the contract is exercised by the Township of Barnegat, the Contractor shall be required to renew their Performance Bond at the time of the extension of the term by the Township of Barnegat. If the Contractor fails to renew the bond within seven (7) working days after notification by the Township of Barnegat, then the extension shall become null and void.

21.3 **The Certificate of Surety documents shall include the following information, in order to be considered complete by the Township of Barnegat.**

21.3.1 **A Certificate of Surety** - from an insurance company authorized to issue Surety and Performance Bonds in the State of New Jersey. The Certificate of Surety shall state that upon award of a contract by the Township of Barnegat, that a Performance Bond shall be issued and supplied to the Township of Barnegat in an amount equal to one-hundred (100%) percent of the total contract and/or an amount established by the Township of Barnegat. The Bond shall be for the faithful performance of the contract and in place for the total duration of the contract.

21.0 CERTIFICATE OF SURETY (Continued)

21.3.2 **A Certificate of Power of Attorney** - issued and supplied by an insurance company. This certificate shall state that the Attorney-In-Fact who is the signatory on the Certificate of Surety is duly authorized by the insurance company and its Board of Directors to sign on their behalf.

21.3.3 **A Financial Statement** - issued and supplied by the State of New Jersey's Department of Insurance. This statement shall include financial information on the insurance company that is issuing the Certificate of Surety and the Performance Bond to the Township of Barnegat. The information provided shall include a listing of the corporate officers, assets, liabilities and available surplus funds.

21.3.4 A **Certificate of Authority** - issued and supplied by the State of New Jersey's Department of Insurance. This form certifies that the insurance company being utilized for the surety has complied with the laws of the State of New Jersey and is approved to transact business in the State.

21 PERFORMANCE BOND

22.1 The successful bidder, when awarded a contract, shall be required to furnish a Performance Bond/Letter of Credit in the full amount of the contract for the faithful performance of all provisions of the terms, conditions and specifications of the contract and their obligations there under. The bond shall be provided by an approved Surety Company authorized to transact business in the State of New Jersey.

22 RESERVATIONS

22.3 The Township of Barnegat reserves the right to reject any and/or all bids or parts of bids and to waive any informalities or technicalities in the bids as the interest of the Township of Barnegat may require and may be permitted by Law.

22.4 The Township of Barnegat reserves the right to award contracts or place orders on a lump sum or individual item basis or such combination as shall, in its judgment, be in the best interest of the Township of Barnegat.

22.5 The Township of Barnegat may waive minor differences in specifications provided these differences do not violate the specifications intent, nor materially affect the operation for which the item or items are being purchased, nor increase estimated operating, maintenance and repair cost to the Township of Barnegat.

23 DEVIATIONS FROM SPECIFICATIONS

23.3 In addition to the above requirements, all deviations from the specifications must be noted in detail by the bidder in writing at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the Township of Barnegat for furnishing material(s), equipment or services in full accordance with the specifications as written, and will be grounds for rejection upon delivery of any item(s) not full meeting specifications.

24 INSPECTION

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

25 DOMESTIC PRODUCTS

25.3 Only manufactured and farm products of the United States wherever available shall be used in connection with this contract pursuant to N.J.S.A. 40a: 11-18.

26 LAWS AND REGULATIONS

26.3 In all operations related to any contract awarded under these specifications, all ordinances and regulations of the Township of Barnegat and, State of New Jersey, County of Ocean Laws, which shall be or become applicable to and control or limit in any way the actions of those engaged as Principal or Manager, must be respected and complied with strictly. The Contractor shall protect and indemnify the Township of Barnegat and its agents of employees against any claim or liability arising from or based on the violation of such laws, ordinance or reservations, whether by them or their employees.

27 MANDATORY AFFIRMATIVE ACTION REQUIREMENTS & CERTIFICATION

27.3 No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as part of this bid specification.

27.4 Goods And Services (including professional services) Contracts

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

27.5.4 A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

27.5.5 A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

27.5.6 A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

27.6 The provisions of Chapter 127. Public Laws of 1975 are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of this statute. **Prospective bidders must answer the attached questionnaire and as applicable, complete the Affirmative Action Affidavit or comply with other requirements of the law.**

28 AMERICANS WITH DISABILITIES ACT OF 1990

28.3 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

28.4 The vendor and the Township of Barnegat do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township of Barnegat pursuant to this contract, the vendor agrees that the performance shall be in strict compliance with the Act. In the event that the vendor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the vendor shall defend the

Township of Barnegat in any action or administrative proceeding commenced pursuant to this Act. The vendor shall indemnify, protect and save harmless the Township of Barnegat, 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 vendor shall, at its own expense, appear, defend and pay 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 Township of Barnegat's grievance procedure, the vendor agrees to abide by any decision of the Township of Barnegat which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the Township of Barnegat or if the Township of Barnegat incurs any expense to cure a violation of the A.D.A. which has been brought pursuant to its grievance procedure, the vender shall satisfy and discharge the same at its own expense.

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

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

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

29 PREVAILING WAGE RATES REQUIREMENTS

29.3 Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

29.4 The provisions of Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974, New Jersey State Statutes, Prevailing Wage Rates on Public Contracts, as determined by the Department of Labor and Industry, are applicable to this contract. **When applicable certified payrolls shall be required and noncompliance of this requirement will be cause for delay in the process of payments.**

30 STOCKHOLDER DISCLOSURE

30.3 N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent

or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid

30.4 Chapter 33 of the Public Laws of 1977 provided that no corporation or partnership shall be awarded any State, County, Municipal or School District 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 or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein**. Failure to furnish this information with your bid proposal shall be cause to reject the bid.

31 NON-COLLUSION AFFIDAVIT

31.3 **By the submission of this required affidavit,** the bidder certifies that the bid has been arrived at independently and submitted without collusion with any other bidder, and that the contents of the bid has been communicated by the bidder, nor to the best of their knowledge and belief, by any one of its agents, to any person not an employee or an agent of the bidder or its surety on any bond furnished herewith and will not be communicated to any person prior to the official opening of the bid.

32 RIGHT TO KNOW ACT REQUIREMENTS

32.3 Right to Know (RTK) Chemical Labeling: New Jersey manufacturers are required to include material safety labeling on all chemical containers. To obtain containers with New Jersey RTK labeling for products manufactured outside of New Jersey, a bid specification can include a clause requiring New Jersey RTK labeling as a term or condition of your contract. Owners must also ensure that all containers, which are stored at their facilities by contractors, display RTK labeling. The options and exclusions from labeling are found in New Jersey Right to Know Act regulations at (N.J.A.C. 8:59-5.5 and 5.6). General information and labeling assistance for bdders is found on the New Jersey Department of Health and Senior Services Right to Know Program website at: www.nj.gov/health/eoh/rtkweb/

32.4 The manufacturer or supplier of substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township of Barnegat to assure that every container bears a proper label at a Township of Barnegat facility. This complies with P. L. 1983, Chapter 315, "Worker and Community Right To Know Act", subsection b, section 14 and N.J.S.A. 34:5A-et seq., "The New Jersey Worker and Community Right to Know Act", effective August 29, 1984. Further, **all applicable material Safety Data Sheets (MSDS), a/k/a hazardous substance fact sheet, must be furnished to the Township of Barnegat and on file with the Township of Barnegat.**

33 INDEMMITY REQUIREMENTS

33.3 If a contract is awarded, the successful bidder shall be required to indemnify and hold the Township of Barnegat harmless from and against all liability and expenses, including attorney's fees, however arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the bidder's performance of the contract awarded.

33.4 Any property or work to be provided by the bidder under this contract will remain at the bidder's own risk until such time that written acceptance by the Township of Barnegat has been granted and the bidder shall replace at their own expense, all property or work damaged or destroyed by any cause whatsoever.

34 INSURANCE REQUIREMENTS

34.3 Unless otherwise required by special conditions of this invitation for bids, if a contract is awarded, the bidder shall be required to purchase and maintain in full force during the life of the contract, covering all employees engaged in the performance of the contract; Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits not less than those set forth below and pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

34.3.4 Comprehensive General Liability Insurance

34.3.4.1 General liability limits of $500,000.00 each occurrence and $500,000.00 aggregate products and completed operations.

34.3.5 Comprehensive Automobile Liability Insurance

34.3.5.1 Comprehensive automobile liability limits of $500,000.00 each occurrence

34.3.6 Worker's Compensation Insurance

34.3.6.1 Statutory coverage, including employer's liability coverage.

34.4 The successful bidder shall provide the Township of Barnegat with certificates of insurance evidencing the overages required above. Such certificates shall provide that the Township of Barnegat and be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew or material change in such coverage. **These certificates must be provided and on file with the Township of Barnegat prior to commencing work in connection with this contract.**

Note: On all liability insurance policies, the Township of Barnegat shall be named as additional insured and insurance certificates furnished to the Township of Barnegat shall indicate that such is in effect.

34.5 THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE BIDDER OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE BIDDER IN THE CONTRACT AWARDED OR FOR WHICH THE BIDDER MAY BE LIABLE BY LAW OR OTHERWISE. FAILURE TO PROVIDE AND CONTINUE IN FORCE SUCH INSURANCE AS REQUIRED ABOVE, SHALL BE DEEMED A MATERIAL BREACH OF THE CONTRACT AND SHALL OPERATE AS AN IMMEDIATE TERMINATION THEREOF.

34.6 Indemnification-Hold Harmless Agreement

34.6.4 Bidder shall indemnify and hold harmless the Township of Barnegat from all claims, suites or actions and damages or costs of every name and description to which the Township of Barnegat may be subjected or put by reason of injury to the person or property of another, or the property of the Township of Barnegat, resulting form negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods or services, or in the performance of the work under the contract.

34.6.5 The vendor shall on all certificates specifically mention to a hold harmless contract.

34.6.6 The vendor shall be required to sign a hold harmless agreement upon execution of the contract and award.

35 OCCUPATIONAL SAFETY AND HEALTH ACT

35.3 All materials, supplies and equipment furnished or services performed under the terms of the purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act (O.S.H.A.) of 1970 (Public Law 91-596), as well as with other applicable Federal, State, County and local Codes.

36 TOBACCO/DRUG FREE ENVIRONMENT

36.3 The use of tobacco, drugs and alcohol are prohibited in the Township of Barnegat's buildings, facilities and vehicles per the Township of Barnegat Ordinance #1982-5.

37 CONFLICT OF INTEREST POLICY

37.3 All bid awards are subject to N.J.S.A. 40:69A-163 and Township of Barnegat Ordinance #1980-2 which states "no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed, for any person operating any interurban railway, street railway, gas works, waterworks, electric light or power plant, heating plant, telegraph line, telephone exchange or other public utility within the territorial limits of such municipality."

38 NAMES OF SUBCONTRACTORS

38.3 All bids are subject to N.J.S.A. 40A: 11-16, which states that in each bid proposal "the name or names of all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting and all kindred work and electrical work, structural steel and ornamental iron work, each of which subcontractors shall be qualified in accordance with this act."

PUBLIC WORKS CONTRACTORS REGISTRATION ACT

39 BIDDERS' EXPERIENCE AND QUALIFICATIONS

39.3 All persons or firms submitting bids shall be legally engaged in the lines of work or trades required in the specifications or shall be able to refer to the work of a similar nature performed by them when specified and required.

39.4 All Corporations and firms submitting proposals shall be authorized to perform business of this nature in the State of New Jersey.

39.5 Prior to the award, the Contractor shall be required to satisfy the Township of Barnegat that they have and/or are willing to promptly provide suitable and proper manpower, the required tools, equipment and materials for each one of the different types of work that is being proposed in the specifications and the bid proposal.

39.6 Upon request, the Contractor shall be required to file financial and experience statements with the Township of Barnegat. These statements shall be attested by a Public Notary of the State of New Jersey and their content shall be approved by the Township of Barnegat and its authorized representatives.

39.7 In addition to the financial qualifications, the Contractor may also be required to prove to the satisfaction of the Township of Barnegat that they have successfully completed a contract of similar nature and scope, in an amount of not less than fifty (50%) percent of the amount of the proposed work and/or project.

39.8 The qualifications that are submitted shall be utilized by the Township of Barnegat in their determination of the reliability and reputation of the Contractor. They may only be modified, when in the best interest of the Township of Barnegat, reliability and reputation can be better determined.

39.9 The Township of Barnegat shall be the sole judge of the merits of the qualifications submitted and may make such investigations of the same as are deemed proper and necessary.

40 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC)

40.3 N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

40.3.4 The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

40.3.5 Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;

40.3.6 During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

40.4 A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

42.3 All contractors shall be responsible for the notification of their sub-contractors at all levels and for the submittal of the required Business Registration Certificate's to the Township of Barnegat.

Note: When applicable by Law, failure to supply this required information with the bid package shall be immediate grounds for the rejection of the bid.

41 NEW JERSEY LOCAL UNIT "PAY TO PLAY" LAW

41.3 Pursuant to New Jersey Local Unit "Pay-to-Play" Law (N.J.S.A. 19.44-20 et seq.), all contractors are being placed on notice of the following:

41.3.4 The Law prohibits a county or municipality from entering into a contract having an anticipated value in excess of $17,500 with a business entity, except a contract that is awarded pursuant to a fair and open process, if that business entity has made a reportable contribution in excess of $300.00, in the case of a county to any county committee of a political party in that county, if a member of that political party is serving in an elective public office of that county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that county when that contract is awarded. In the case of a municipality, to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when that contract is awarded. A business entity that enters into such a contract with a county or municipality would be prohibited from making a contribution to any of these committees during the term of the contract.

THE TOWNSHIP OF BARNEGAT

900 WEST BAY AVENUE, BARNEGAT, NJ

RIGHT TO EXTEND - TIME FOR AWARD

The Township of Barnegat is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the Township of Barnegat require an additional thirty (30) days extension to make an award of this bid, by signing this document you shall grant the Township of Barnegat, NJ the right to extend this award up to ninety (90) days, if deemed necessary.

SIGNED:_____
(SIGNATURE)

TITLE:_____
(PRINTED OR TYPED)

COMPANY:_____

DATE:_____

TYPE OF PRODUCT OR SERVICE OFFERED:_____

_____

PLEASE EXECUTE THIS FORM AND SUBMIT WITH THE BID PACKAGE

STOCKHOLDER DISCLOSURE STATEMENT

Name of Business:_____

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Home Address: _____

_____

Name: _____

Home Address: _____

_____

Name: _____

Home Address: _____

_____

Name: _____

Home Address: _____

_____

Name: _____

Home Address: _____

_____

Name: _____

Home Address: _____

_____

Subscribed and sworn before me this _____ day of _____, 2 __.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

PLEASE EXECUTE THIS FORM AND SUBMIT WITH THE BID PACKAGE

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF_____

I,_____ of_____
(Partnership, Corporation, Individual, LLC)

_____ In the County of_____

And the State of_____, of full age, being duly

sworn according to law on my oath depose and say that:

I am_____of the firm of _____ the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in 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 State of New Jersey 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)

Signature of Contractor_____

Subscribed and Sworn to_____

before me this _____day

of_____,

_____
(Also type or print name of affiant under signature)

Notary Public of_____

My Commission Expires:_____.

PLEASE EXECUTE THIS FORM AND SUBMIT WITH THE BID PACKAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency 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. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms 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 the 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Continued)

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27**.

Submitted by:_____
(Name of Firm)

Name:_____
(Please Type or Print)

Signature:_____

Title:_____

Date:_____

PLEASE EXECUTE THIS REQUIRED FORM AND SUBMIT WITH BID PACKAGE

NOTICE TO BIDDERS

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. CONTRACTORS/VENDORS

1. Contractors and/or vendors will submit with the signed proposal Affirmative Action evidence. The Affirmative Action evidence shall be in one of the following forms.

   a. An existing federally approved or sanctioned affirmative action program.

   b. A Certificate of Employee Information Report from the Treasurer Office of the State of New Jersey.

   c. If the Contractor/Vendor cannot present "a" or "b" - the Contractor/Vendor is required to submit a completed Employee Information Report (Form AA-302). This form will be made available to Contractor/Vendor by the Township of Barnegat within seven (7) days after notification of intent to award the contract or receipt of the contract, whichever is sooner.

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL PROSPECTIVE BIDDERS:

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

   YES_____ NO_____

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

   YES_____ NO_____

   a. If yes, please submit a photocopy of such Certificate of Employee Information Report with this proposal.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of P. L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

CONTRACTOR/VENDOR:_____
(Signature)

_____
(Title)

Note: A Contractor's bid shall be rejected as non-responsive, if a contractor fails to comply with the requirements of P. L. 1975, C.127

THE TOWNSHIP OF BARNEGAT
900 WEST BAY AVENUE
BARNEGAT, NJ 08005

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda issued by the Township of Barnegat:

Addendum Number	Dated	Acknowledgement Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ **No Addenda were received:**

Acknowledgement for:_____
(Name of Bidder)

By:_____
(Signature of Authorized Representative)

Name:_____
(Print or Type)

Title:_____

Dated:_____

THE TOWNSHIP OF BARNEGAT
900 WEST BAY AVENUE
BARNEGAT, NJ 08005

BIDDER'S CHECKLIST

The following checklist is provided for each bidder to check off documents submitted with their bid:

- **A. Bid Deposit** in the form of a Certified Check, Cashier's Check, Treasurer's Check or Bid Bond. ☐
- **B. Certificate from a Surety Company** stating if the bid is accepted, they will provide the required Performance Bond. ☐
- **C. Stockholders Disclosure Statement** properly notarized listing stockholders or partners owning ten percent (10%) or more of corporation or partnership stock. **(Required)** ☐
- **D. Non-Collusion Affidavit properly notarized. (Required)** ☐
- **E. New Jersey Business Registration Certificate (BRC) (Required)** ☐
- **F. Affirmative Action Evidence (Required)** ☐
- **G. W-9 Form** ☐
- **H. Deviations from specifications, if applicable.** ☐
- **I. Acknowledgement of Receipt of Addenda** ☐
- **J. Authorized signatures on all forms.** ☐