

BOROUGH OF SOUTH TOMS RIVER

REQUEST FOR PROFESSIONAL SERVICES

NEW JERSEY STATE PLAN ENDORSEMENT PROCESS

PROPOSAL DUE: NOVEMBER 24TH, 2017
BY 2:00PM

ORDERED BY:

JOSEPH KOSTECKI
MUNICIPAL CLERK/ADMINISTRATOR
Borough of South Toms River
19 Double Trouble Road
South Toms River, New Jersey 08755
732-349-0403
Joseph.Kostecki@Boroughofsouthtomsriver.com

Scope of Services

The scope of services will be to assist the Borough of South Toms River in the New Jersey State Plan Endorsement Process. Note that the tasks listed below are for the initial portion (Steps 1 through 6 of the attached guidelines) of the Plan Endorsement process only. These tasks do not include work requested through the State assigned Action Plan. The nature of the Action Plan varies from municipality to municipality; therefore, it is not possible at this time to estimate tasks associated with the Action Plan. The Scope of Services shall include but shall not be limited to the following tasks:

Task 1: Pre-Petition Package

For Task 1, the municipality is required to submit existing planning documents for preliminary review and meets with State agency representatives at a pre-petition meeting. The consultant shall prepare and/or compile all necessary documentation for this Task. As part of this Task the following existing planning documents shall be required, as applicable:

- Master Plan and Related Support Documents
- Most recent adopted Master Plan and any draft elements currently being considered
- Master Plan Reexamination Report(s)
- Official Map pursuant to N.J.S.A. 55D-32
- Land use map
- Zoning map and zoning schedule
- zoning ordinance and other land development standards
- A Conservation Plan and Natural Resource Inventory (NRI)
- An Open Space and Recreation Plan and Recreation and Open Space Inventory (ROSI)
- Redevelopment Plan(s) and/or Rehabilitation Plan(s) adopted pursuant to the Local Redevelopment and Housing Law (LRHL)
- Farmland Preservation/Agricultural Retention Plan

Other Planning Related Documents

- Resource protection ordinances
- Inventory of pending major subdivision and site plan applications
- Inventory of approved major subdivision and site plan projects for the past 5 years
- Board of Adjustment reports for each of the past 5 years pursuant to NJSA 40:55D-70.1
- Annual reports of the Board of Health and Environmental Commission for the past 5 years
- Any enforcement actions taken by the NJ DEP
- Any other adopted planning documents (e.g. stormwater management plan, wastewater management plan, capital improvement plan)

The consultant shall prepare the Pre-Application package and associated documentation and submit it to the State Office of Planning Advocacy.

Task 2: Municipal Self-Assessment Report

The Consultant shall prepare a Municipal Self-Assessment Report (MSA) in accordance with the State Office of Planning Advocacy guidelines. The MSA is the means by which the municipality reviews its existing conditions. It shall include but shall not be limited to identification of: demographic trends, inventories of its resources, and shall assess the consistency of current planning and zoning documents with the State Plan. Another function of the MSA is to provide information on the key characteristics of the population, housing and economic conditions, public facilities and services, transportation, water and sewer infrastructure, and natural, cultural and recreational resources. The MSA shall also include data on the square footage of commercial properties, number of households and acreage of vacant lands per the municipal tax assessment. By identifying the conditions, the community can better understand its assets and challenges to inform its community visioning process. Additionally the report shall provide any proposed changes to the State Plan Policy Map, providing a justification describing how those changes support both local and State objectives. The MSA should also include proposed future planning activities. In addition, the MSA shall state the benefits the municipality seeks and anticipates, once endorsed. The consultant shall prepare the MSA with the above mentioned data and mapping in the format provided by the New Jersey Office of Planning Advocacy.

Task 3: Community Visioning Statement

Following submission of the MSA to the State Office of Planning Advocacy, the State will provide an Opportunities and Constraints Assessment. The consultant shall use this Assessment to assist in the preparation of a Community Visioning Statement (CVS). The CVS shall include a list of Borough goals and objectives, shall be consistent with the State Plan, and shall guide the Borough's planning, not just for the short term, but with a 20-year planning horizon that forecasts the local conditions at the conclusion of that period.

Task 4: Meetings

It is expected that up to thirteen (13) meetings will be required for this portion of the Plan Endorsement Process associated with Tasks 1 through 3. The Consultant shall attend all required meetings as listed below but shall not be limited to:

- Two (2) meetings associated with Task 1. One (1) initial meeting with Borough officials to acquire necessary documentation associated with Pre-Petition application, and to discuss plan endorsement goals and objectives; and one (1) pre-petition meeting with the Office of Planning Advocacy and any other relevant State agencies.
- Five (5) meetings with the Residents' Advisory Committee. The Borough is required to appoint a Residents' Advisory Committee to oversee the Plan Endorsement process and to coordinate with the State Office of Planning Advocacy. The consultant shall attend up to five (5) meetings with the Residents' Advisory Committee to assist in the Plan endorsement process.
- One (1) meeting associated with Task 2 to present the findings of the MSA to the Borough Governing Body.
- Five (5) meetings associated with Task 3. Three (3) meetings to be conducted required public input and information workshops; one (1) meeting to present the Community Visioning Statement to the Land Use Board; and one (1) meeting to present the Visioning Statement to the Governing Body.

PROPOSAL CHECKLIST

NEW JERSEY STATE PLAN ENDORSEMENT PROCESS

The following forms and information **MUST** be included in your proposal submission and acknowledged by the vendor.

Failure to submit any of the forms listed below will cause **MANDATORY REJECTION** of the proposal.

Required by Borough		Vendor Initials
X	Bidder's Affidavit/Proposal of Prices (Use Own Form)	
X	Non-Collusion Affidavit pursuant to NJSA 52:34-15	
X	Stockholder Disclosure Certification/Statement of Ownership NJSA 52:25-24.2	
X	Mandatory Affirmative Action Language/Required Evidence Certification	
X	Affirmative Action Questionnaire	
X	American with Disabilities Act of 1990 Language	
X	Insurance Requirements and Acknowledgment	
	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	
	Public Works Contractor Certificate	
X	Business Registration Certificate for Contractor and any listed subcontractors as required by NJSA 40A:11-23.2 Questionnaire	
X	References (Use own Form)	
X	Status of Present Contracts	
	Equipment Certification	
	Prevailing Wage	
X	IRS Completed W-9	

***This form need not to be submitted with return bid. It is provided for bidder's use in assuring compliance with all required documentation.**

Failure to submit the above noted documents may be a basis for rejection of bid.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA, NOTICES OR REVISIONS
NEW JERSEY STATE PLAN ENDORSEMENT PROCESS

The undersigned Vendor hereby acknowledges receipt of the following Addenda:

Number	Addendum, Notice, Revisions	DATE RECEIVED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no addendum, notices or revisions are received please check box below. This form must be returned as part of your bid submission.

No Addendum, revisions or notices received for this project.

Acknowledged for: _____
(Name of Vendor)

By: _____
(Signature of Authorized Representative)

Name: _____ Title: _____
(Please Print)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

:
: SS.

COUNTY OF _____ :

I, _____ of the _____ 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 vendor making the
Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that
said vendor has not, directly or indirectly, entered into an agreement, participated in any collusion, or
otherwise taken any action in restraint of free, competitive contracting 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 Borough of South Toms River relies upon the truth of the statements
contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said
project.

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public, State of _____

My Commission expires _____

Signature: _____

By: _____

DISCLOSURE OF OWNERSHIP STATEMENT

N.J.S.A. 52:25-24.2 (P.L. 1977 c 33)

Failure of the vendor to submit the required information is cause for automatic rejection.

CHECK ONE:

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

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

LEGAL NAME OF VENDOR: _____

Check which business entity applies:

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

Complete if the vendor is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

_____ Street Address

City State Zip

Telephone #

Fax #

(Continued on following page)

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest therein.

Name	Address
------	---------

Name	Address
------	---------

Name	Address
------	---------

Name	Address
------	---------

Name	Address
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CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES _____ NO _____

Signature _____ Date _____

Printed Name & Title

MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The Contractor 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 or sex. Except with respect to affectional or sexual orientation, 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 or sex. 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 forth provisions of this nondiscrimination clause.

The Contractor 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 or sex.

The Contractor 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 agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L., 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to employ minority and female workers consistent with (1) the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or (2) a binding determination of the applicable county employment goals determined by the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts pursuant to N.J.A.C. 17:27-5.2.

The Contractor agrees to inform in writing its appropriate recruitment agencies, including 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel 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 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The Contractor shall furnish such reports or other documents to the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts as may be requested by the Division from time to time in order to carry out the purposes of these regulations.

Signature

REQUIRED EVIDENCE/AFFIRMATIVE ACTION REGULATIONS

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27). Upon notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Officer:

A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

A photocopy of approved Certificate of Employee Information Report.

OR

An Affirmative Action Employee Information Report (Form AA302).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all contractors:

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

2.

YES _____ NO _____ If yes, please submit a copy of such approval.

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

4.

YES _____ NO _____ If yes, please submit a copy of such certificate.

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.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contractor's proposal must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER 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 thereto, 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, or 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 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 proceedings 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.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Instructions to Bidders And Statutory Requirements
NEW JERSEY STATE PLAN ENDORSEMENT PROCESS

Instructions to Bidders and Statutory Requirements

1. SUBMISSION OF BIDS

A. Sealed bids shall be received by the Borough Clerk of the Borough of South Toms River, hereinafter referred to as the “owner” or “contracting unit,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

B. Sealed bids must be received by the Borough Clerk no later than 2:00 P.M., prevailing time on November 24, 2017, and shall be opened and publicly read in the Municipal Clerk’s office, 19 Double Trouble Road, South Toms River, NJ 08757. Owner reserves the right to postpone the date for receipt and opening of bids and will give written notice of any such postponement to each bidder as required by law.

C. Each bid shall be submitted on the proposal form(s) attached, in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked “BID” with the contract title:

NEW JERSEY STATE PLAN ENDORSEMENT PROCESS

D. It is the bidder’s responsibility to ensure that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular, overnight or express mail. If the bid is sent by overnight or express mail service, the designations contained in subsection C above, must also appear on the outside of the overnight/express mail envelope. Bids received after the designated time and date will be returned to the bidder unopened.

E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. No bid may be withdrawn in the 90 day period after the bids are received.

F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

G. Each bid proposal form 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:

(i.) Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by an authorized representative, followed by the signature and designation of the person signing.

(ii.) 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.

(iii.) Bids by sole-proprietorship shall be signed by the proprietor.

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

H. Bidder should be aware of the following statutes that comprise "Truth in Contracting" laws: 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 any material misrepresentation.

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.

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

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

I. The owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay service charges such as interest and late fees. The owner will not complete credit applications as a result of the contract resulting from award based on these specifications.

J. Failure to sign and give all information in the bid may result in the bid being rejected.

K. All forms shall be completed and attached to the bid proposal. Bidder is altered to the Proposal Checklist page.

2. BID SECURITY AND BONDING REQUIREMENTS

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

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a bid bond, it shall contain a Power of Attorney for the full amount of the bid bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The bid security of the unsuccessful bidder(s), except the bid security of the three apparent lowest responsible bidders, shall be returned, unless otherwise requested by the bidder, within 10 days after the opening of the bids in accordance with N.J.S.A. 40A:11-24(a). Within three days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor's performance bond or other security, if any, the bid security of the remaining unsuccessful bidders shall be returned to them. The bid security 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, if any, is submitted. The bid security of the successful bidder shall be forfeited, pursuant to N.J.S.A. 40A:11-21, if the bidder fails to enter into a contract with the owner.

Failure to submit a bid guarantee shall result in the rejection of the bid.

___B. CONSENT OF SURETY

In accordance with N.J.S.A. 40A:11-22, bidder shall submit with the bid a certificate (consent of surety) with Power of attorney for the full amount of the bid price from a surety company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a performance bond in the full amount of the bid. This certificate shall be obtained for a bond for the faithful performance of all provisions of the specifications and for all matters contained in the notice to bidders, relating to the performance of the contract.

Failure to submit consent of surety form shall result in rejection of the bid.

___C. PERFORMANCE BOND AND SURETY DISCLOSURE STATEMENT

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey.

Failure to submit the performance bond and surety disclosure statement with the executed contract shall be cause for declaring the contract null and void.

___D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

___E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed ___% of the project costs guaranteeing against defective quality of work or materials for the period of:

___ 1 Year

___ 2 Years

3. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specification prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Borough Business Administrator. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the

bid. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Borough Business Administrator no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

C. No oral interpretation and/or clarification of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing and addressed to the Borough Business Administrator. In order to be given consideration, written requests for interpretation must be received at least ten (10) calendar days prior to the date fixed for the opening of the bids.

Any and all such interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specifications and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

In accordance with N.J.S.A. 40A:11-23(c), when issuing notices of revisions or addenda to advertisements or bid documents, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package.

D. Discrepancies in Bids

(i). If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

(ii). In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

4. PRE-BID CONFERENCE

If stated in the Notice to Bidders:

A pre-bid conference is not required for this bid.

A pre-bid conference for this proposal will be held on _____.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

5. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods, services and/or commodity desired and will be used as a standard by which alternate or competitive materials offered will be evaluated. Competitive items must be equal to the standard described and be of the same quality of work or performance, as the case may be.

B. Variations between the goods, services and commodities described and the goods, services and commodities offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Bidder's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that the goods, services and commodities described in the bid specification be provided or performed.

C. It is the responsibility of the bidder to document and demonstrate the equivalency of the goods, services or commodities offered. The owner reserves the right to evaluate the equivalency of the goods, services or commodities which, in its deliberations, meets its requirements.

D. The bidder shall hold and save harmless the owner, its officers, agents, servants and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, and patented or unpatented inventions, or articles furnished or used in the performance of this contract. Moreover, the successful bidder shall, at its own expense, defend any and all actions or suits alleging such infringement.

E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to prevailing statutes.

F. The successful bidder shall guarantee any or all goods, services and commodities supplied under these specifications. Defective or inferior goods shall be replaced at the bidder's sole expense. The contractor will be responsible for return freight, delivery or restocking charges.

6. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverages.

A. INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

Workers' compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$300,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in full force during the life of the contract.

3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$300,000 any one person and \$500,000 any one accident for bodily injury and \$500,000 each accident for property damage, shall be maintained in full force during the life of the contract.

X 4. Other Forms of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for the coverages required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

Successful bidder shall indemnify and hold harmless the owner, its officers, agents, and employees, from all claims, suits and actions, and damages or costs of every name and description, including attorneys' fees and costs of suit, to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the successful bidder, the bidder's agents, servants or subcontractors in the delivery of goods, services, and commodities or in the performance of the work under the contract.

7. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No bidder may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as an exhibit to this bid specification.

1. Procurement, Professional and Service Contracts

The successful bidder shall submit to the Borough Administrator, within seven (7) days of the notice of intent to award or the signing of the contract, one of the following three documents:

- (i). A photocopy of a valid letter confirming that the bidder is operating under a federally approved affirmative action plan; or
- (ii). A photocopy of the bidder's Certificate of Employee Information Report; or
- (iii). A photocopy of an Employee Information Report (Form AA 302).

2. Construction Contracts

The successful bidder shall submit to the Borough Administrator, within three (3) days of the signing of the contract, an initial project manning report (Form AA 201) for any contract that meets or exceeds the bid threshold.

The bidder shall also submit to the Borough Business Administrator a copy of the Monthly Project Manning Report once per month for the duration of the contract. The bidder shall also cooperate with the owner in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

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

C. STATEMENT OF CORPORATE OWNERSHIP

Bidders must comply with N.J.S.A. 52:25-24.2. The statute provides that no corporation, partnership, limited partnership, limited liability company, limited liability partnership, Subchapter S corporation, or sole proprietorship shall be awarded any contract for the performance of any work or the furnishing of any goods, services, and commodities, unless, prior to the receipt of the bid or accompanying the bid of said bidder, there is submitted a statement setting forth the names and addresses of all stockholders in the entity 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 in the entity. The Statement of Corporate Ownership shall be completed and attached to the bid proposal. Failure to submit a signed stockholder disclosure document, whether or not a stockholder or partner owns less than 10% of the business submitting the bid, shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

Bidders must comply with N.J.S.A. 52:32-44. The statute requires that each bidder submit proof of business registration at the time any bid proposal is submitted. Failure to do so is a fatal defect that cannot be cured.

E. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:33A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

If the boxes preceding the following items are checked, they are mandatory requirements of the bid proposal and contract.

F. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C. 5:89-5 et seq.) Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.

G. PREVAILING WAGE ACT

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 payroll 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.

H. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

"Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."

"Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

X_I. NON-COLLUSION AFFIDAVIT

Bidders must comply with N.J.S.A. 52:34-15. The Affidavit shall be properly executed and submitted with the bid proposal.

8. METHOD OF CONTRACT AWARD

A. The length of the contract, if applicable, shall be stated in the RFP's technical specifications. Pursuant to the requirements of N.J.A.C. 5:30-5.1 et seq., and contract resulting from this bid solicitation shall be subject to the availability and appropriation of sufficient funds annually.

B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

D. The owner may also elect to award the contract on the basis of unit prices.

E. The form of the contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

F. The owner reserves the right to award equal or tie bids to any of the tied bidders.

G. The award shall be based on "Fair and Open Process" N.J.S.A 19-44A-20.4 et seq

9. CAUSES FOR REJECTING BIDS

A. The reasons set forth in N.J.S.A. 40A:11-13.2;

B. More than one bid is received from an individual, firm or partnership, corporation or association under the same name;

C. Multiple bids are received from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;

E. The bidder is disqualified pursuant to N.J.S.A. 40A:11-4;

F. The successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted or such other period of time otherwise agreed upon by the parties. In this case, at its option, the owner may accept the bid of the next lowest responsible bidder if the bidder to whom the contract is awarded does not perform. N.J.S.A. 40A:11-24.

10. TERMINATION OF CONTRACT

A. If, through any cause, the bidder fails to fulfill in a timely and proper manner obligations under the contract or if the bidder shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the bidder of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the bidder shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the bidder and the owner may withhold any payments to the bidder for the purpose of compensation until such time as the exact amount of the damage due the owner from the bidder is determined.

C. The bidder agrees to indemnify and hold the owner 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.

D. In case of default by the bidder, the owner may procure the goods, services or commodities from other sources and hold the bidder responsible for any excess costs.

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

11. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the bidder disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation /legal instruments that were required in the original bid/contract. Any changes shall be approved by the Owner.

The bidder shall not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

12. PAYMENT

A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the Owner's policy and procedures.