

**TOWNSHIP OF LITTLE FALLS
CONTRACT FOR
CDBG-DR ASBESTOS & LEAD PAINT ASSESSMENT
BIDDER'S CHECKLIST**

<i>Required by Township</i>	<i>Item</i>	<i>Page</i>	<i>Initial each entry, and submit the required form if the box contains an <input checked="" type="checkbox"/></i>
<input type="checkbox"/>	Legal Notice to Bidders – READ	3	
<input type="checkbox"/>	Instructions to Bidders, Insurance & Statutory Requirements – READ	4-14	
<input checked="" type="checkbox"/>	Bidders Information Sheet – COMPLETE	15	
<input type="checkbox"/>	Business Registration Certificate – MUST BE SUBMITTED PRIOR TO AWARD	16	
<input type="checkbox"/>	Mandatory Equal Employment Opportunity Language Exhibit A - READ	17	
<input checked="" type="checkbox"/>	Affirmative Action Language Acknowledgement Form - COMPLETE AND SIGN	18	
<input checked="" type="checkbox"/>	Ownership Disclosure Certification Form - SIGN, SEAL, AND NOTARIZE	20	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit Form - COMPLETE, SIGN, AND NOTARIZE	21	
<input checked="" type="checkbox"/>	Acknowledgement of Principal – COMPLETE, SIGN, AND NOTARIZE	22	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran – COMPLETE AND SIGN	23-24	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language - READ	25	
<input checked="" type="checkbox"/>	Federal General Terms & Conditions – COMPLETE, SIGN AND SEAL	26-29	
<input type="checkbox"/>	MBE/WBE Solicitation Form Instructions - READ	30	
<input type="checkbox"/>	MBE/WBE Explanation of Column Items - READ	31	
<input checked="" type="checkbox"/>	MBE/WBE Solicitation Form - COMPLETE AND SIGN	32	
<input checked="" type="checkbox"/>	Addenda Acknowledgement Form – COMPLETE AND SIGN	33	
<input type="checkbox"/>	Technical Specifications - READ	34-36	
<input checked="" type="checkbox"/>	Accreditation of any inspector(s) involved - SUBMIT	36	
<input checked="" type="checkbox"/>	Sample Asbestos and/or Lead Survey Assessment Report previously completed by any inspector(s) or licensee(s) submitted per A of Submission Requirements - SUBMIT	36	
<input checked="" type="checkbox"/>	Copy of System of Awards Management (SAMS) Report - SUBMIT	36	
<input checked="" type="checkbox"/>	Bid Proposal Form – COMPLETE, SIGN, AND SEAL	37	

DO NOT SUBMIT BID PACKET IN ANY TYPE OF BINDER

TOWNSHIP OF LITTLE FALLS
LEGAL NOTICE
NOTICE TO BIDDERS

The Township of Little Falls, New Jersey shall receive sealed proposals at the Municipal Building, 225 Main Street, Little Falls, New Jersey, until 11:00 A.M., prevailing time, Tuesday, October 4, 2016, and then publicly opened and read aloud in the Council Conference Room for **CONTRACT for “CDBG-DR ASBESTOS & LEAD PAINT ASSESSMENT.”**

Copies of the specifications and contract documents for the proposed work are on file and open to public inspection or may be obtained at the TOWNSHIP CLERKS OFFICE located at 225 Main Street, Little Falls New Jersey on and after Friday, September 23, 2016 between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding legal holidays.

Each proposal must be enclosed in a sealed envelope, bearing the name and address of the bidder and shall be addressed to the **TOWNSHIP CLERK’S OFFICE**, attention Cynthia Kraus, RMC, and delivered at the place and hour mentioned above. Envelope or Package must be clearly endorsed, **CONTRACT for “CDBG-DR ASBESTOS & LEAD PAINT ASSESSMENT.”**

The Township is an Equal Opportunity Employer. Minority and Women Owned Businesses, and Section 3 business owners are encourage to submit proposals.

1. Bidder must be registered with the State of New Jersey at time of the award of contract. Bidders will be required to present a copy of their Business Registration Certificate (BRC).
2. Bidders must provide their Ownership Disclosure Certification with the name(s) and home address(es) of any owner, stockholder, or partner holding an interest of 10% or more of said business with bid proposal, failure to provide the same is a non-waivable defect.
3. Bidders are required to comply with the requirements of New Jersey Law Against Discrimination N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (P.L. 1975, c. 127).

Financial assistance for this activity is made possible by a grant in the amount of \$11,854,865 from the New Jersey Department of Community Affairs, Division of Community Resources, New Jersey Community Development Block Grant – Disaster Recovery Program.

Chris Christie, Governor

Kim Guadagno, Lt. Governor

Richard E. Constable, III, Commissioner, Department of Community Affairs.

Funding for the State’s CDBG-DR Program was provided by a grant from the United States Department of Housing and Urban Development, State Community Development Block Grant Program.

Cynthia Kraus, RMC
Township Clerk

Instructions to Bidders and Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the Township of Little Falls, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said Legal Notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the Township Clerk as stated in the Legal Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the Township Clerk’s Office, Attn: Cynthia Kraus, (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 and/or bid # being bid.
- D. It is the bidder's responsibility 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 or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned 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. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- 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 be submitted upon the bid proposal form included in these documents complete with 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:
 - 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.
 - 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.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
 - N.J.S.A. 2C:21-34 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.
 - 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 or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an on the submission checklist, shall be applicable to this bid and be made a part of the bid documents:

A. BID GUARANTEE

Bid Guarantees are required only if directed by the Legal Notice found on page three. If no bid requirement is stated, then no bid deposit is required. If stated otherwise, the 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 bid, but not in excess of \$20,000.00, or as stated on the legal notice, payable unconditionally to the Township of Little Falls in accordance with N.J.S.A. 40A:11-21.

When submitting a Bid Bond, it shall contain 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 check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. 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. Please refer to the legal notice for specific directions before obtaining the bid bond. Bidders must use the form provided or its legal equivalent, conforming to N.J.S.A. 40A:11-21. **Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to any amount less than 10% of the bid price not to exceed \$20,000.00 (such as forms of bond that limit the penal sum to the difference between damages or the bid price and the Owner's cost of the Work), do not meet the statutory requirements of N.J.S.A. 40A:11-21 and SHALL be cause for rejection of the bid.**

B. CONSENT OF SURETY

If required, Bidder shall submit with the bid a Consent of Surety (sample form included herein), with Power of Attorney for full amount of 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 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. Failure to submit consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

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

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22. The bonding company shall be listed in the OMB Circular 570 and authorized to do business in the State of New Jersey.

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 100% of the project costs guaranteeing against defective quality of work or materials for the period of two (2) years.

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 pursuant to N.J.S.A. 17:31-5.

III. INTERPRETATION, ADDENDA AND DISCREPANCIES

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications 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 appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three 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 a contract pursuant to N.J.S.A. 40A:11-13. 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 bidder's submitted bid.

- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Township Administrator, or as otherwise stipulated in the specification. In order to be given consideration, a written request should be received at least ten (10) business days (Saturday, Sunday and holidays excluded), prior to the date fixed for the opening of the bid for goods and services in order to comply with the statutory requirements of N.J.S.A. 40A:11-23c.1 which states that notice of revisions or addenda shall be published no later than seven (7) days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids, in an official newspaper of the contracting unit and the provided to any person who has submitted a bid or has received a bid package.

All 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 specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

D. Discrepancies in Bids

- 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- 2. In the event that there is a discrepancy between the 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.

E. Pre-Bid Conference

If so stated in the Legal Notice to Bidders, a pre-bid conference for this proposal will be held. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are intended to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as

equivalent will be evaluated. The use of brand names is not intended to preclude bidders from proposing equivalent goods or services.

- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed. Bidder exceptions must be formally accepted by the Township.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. **INSURANCE AND INDEMNIFICATION**

The insurance documents shall include but are not limited to the following coverage:

Liabilities

- 1.1 The contractor shall take out and maintain during the life of this contract, at his own expense, such public liability insurance for bodily injury and property damage, and municipality's and contractor's protective insurance and automobile insurance as shall protect himself, the municipality and any subcontractor performing work covered by this contract, from claims for personal injury, including wrongful death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them.
- 1.2 Indemnification - Contractor agrees to indemnify, defend, and hold harmless the Customer, its employees, agents, officials, departments and volunteers (each referred to herein as an "Indemnified Customer Party") from and against any claim, dispute, complaint, suit, demand, judgment, liability, loss, injury, accident, fine, expense, penalty, damage, action, fee, cost, or charge of any kind or nature (including reasonable attorney fees) that may be imposed on, incurred by, or asserted against such Indemnified Customer Party in any way relating to, arising out of or resulting from this Agreement except to the extent of the gross negligence or intentional misconduct by the Indemnified Customer Party.
- 1.3 Insurance -the successful bidder shall secure and maintain in force for the term of the contract, liability insurance as provided herein. The successful bidder shall provide the Township of Wayne with current certificates of insurance for all coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to the Township of Little Falls, Legal Department. The insurance to be provided shall be as follows:
 - A. Commercial general liability and Auto Liability insurance on an occurrence form with limits of not less than \$1,000,000 per claim/\$2,000,000 aggregate coverage.
 - B. Workers Compensation insurance should cover all employees of the general contractor pursuant to the Employers' Liability Insurance Law (N.J.S.A. 34:15-70 et seq. and N.J.A.C. 12:235-1.1 et seq.).

Subcontractors should provide certificates of insurance to the general contractor. Employer's liability should be no less than the State of NJ required minimum or \$1,000,000 (one million dollars).

C. Other forms of insurance

1.4 Endorsement- the contractor shall add the Township of Little Falls, its employees, officials and agents as "additional insureds" upon all insurance certificates.

1.5 Certificates of insurance attesting to the type of coverage and limits liability shall be required prior to the execution of this contract by the Township of Little Falls. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost. Township of Little Falls fees shall be waived.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. **All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner.**

As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. PROOF OF BUSINESS REGISTRATION

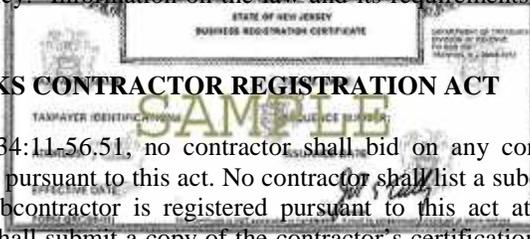
The successful contractor shall submit a copy of the contractor's registration (sample below) along with those of all listed subcontractors prior to award of contract. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1) During the course of contract performance, the contractor shall maintain and submit to the Township a list of subcontractors and their addresses that may be updated from time to time;

2) 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;

3) 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.

- 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
- 5) a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.



B. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Pursuant to N.J.S.A. 34:11-56.51, no contractor shall bid on any contract for public work unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to this act at the time the bid is made. The successful contractor shall submit a copy of the contractor's certification (sample below) along with those of all listed subcontractors prior to award of contract. 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 sub-contractors 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. Certified Payroll records shall be submitted prior to the final payment being made.

C. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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 Appendix A (Goods and Services) or Appendix B (Construction Contracts) of this bid specification.

1. Goods and Services (including professional services) Contracts
 - 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:

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

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The AA201 form is available at the following website: www.state.nj.us/treasury/contract_compliance/pdf/aa201.pdf.

The contractor shall also submit a copy of the Monthly Project Workforce Report (AA202) once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The AA202 form is available at the following website: http://liberty.state.nj.us/treasury/contract_compliance/pdf/aa202.pdf.

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

D. OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract nor shall any agreement be entered into 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 said partnership, there is submitted a statement setting forth **the names and home addresses** of all individuals, stockholders, or partners in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such individual, stockholder, or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. **The disclosure shall be continued until names and home addresses of every individual, non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.**

Bidders shall submit an Ownership Disclosure Certification in accordance with the statute's requirements setting forth the names and home addresses of all individuals, stockholders, or partners in the entity who own ten percent (10%) or more of an interest therein. The included Ownership Disclosure Certification 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 an Ownership Disclosure Certification SHALL result in rejection of the bid.

E. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and must be submitted with the bid proposal.

F. IRAN CERTIFICATION

Bidders must also certify that they are not engaged in investment activities in Iran. (P.L. 2012, c. 25, N.J.S.A. 52:32-55 and N.J.S.A. 40A:11-2.1) This certification must be included in the bid packet in order for it to be accepted by the Township. False certifications carry a civil penalty of \$1,000,000 or twice the value of the contract awarded (N.J.S.A. 52:32-59).

G. AMERICANS WITH DISABILITIES ACT OF 1990

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 B 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.

H. 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 Act (N.J.S.A. 34:5A-1 et seq. and N.J.A.C. 8:59 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.

I. 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 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.

VIII. AWARD OF CONTRACT

- A.** Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B.** If the award is to be made on the basis of a total bid only, it shall be made to the lowest responsible and responsive bidder. In case of a tie, the bid shall be awarded based on prior experience and/or proximity to the Township.
- C.** If the award is to be made on the basis of a combination of a base bid with selected options (based on the availability of funds and/or at the discretion of the Township); it shall be made to the lowest responsible and responsive bidder. In case of a tie, the bid shall be awarded based on prior experience and/or proximity to the Township.
- D.** The Township may also elect to award the contract on the basis of lowest individual unit prices or combined total categories.
- E.** Pursuant to N.J.S.A. 40A:11-24, the contract shall be signed by all parties within 14 days, Sundays and holidays excepted, after the making of the award. In order to comply with this statutory requirement, the Township requires that a signed copy of the contract must be returned, along with the Certificate of Insurance, EEO Compliance, and Performance Bond in the amounts specified by these specifications,

within fourteen (14) days, Sundays and holidays excepted, of receipt to the Township Legal Department. Upon receipt of all required documents, the Township will forward a fully executed contract.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within the time period specified above, or as otherwise agreed upon in writing by the parties to the contract, the Township may accept the bid of the next lowest responsive and responsible bidder at its option.

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor 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 contractor 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 contractor 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 contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor 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 contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- 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.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor 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 parties will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

A. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS

Prime Contractor shall be paid according to the guidelines set forth in N.J.S.A. 2A:30A-1 et seq. provided:

1. The contractor has performed in accordance with the contract; and
2. The work has been approved and certified by the Township’s “Designated Project Manager”, hereafter referred to as “DPM”, who shall be named in the technical specifications herein, and
3. That a written statement identifying any discrepancies in the work has not been sent by the Township to the contractor explaining any amount withheld and the reason for withholding payment.
4. If any or all of the work associated with this bill is disputed, the portion of work which is not being questioned shall be paid in accordance with N.J.S.A. 2A:30A-1 et seq. A written explanation of any discrepancies shall be sent to the contractor no more than twenty days from the billing date.

If the foregoing conditions have been met, the Township shall pay the bill not more than thirty (30) calendar days after the billing date, or after the next Council Meeting date, whichever is less.

B. REQUEST FOR PAYMENT NOTIFICATION

When mailing or hand-delivering a Request for Payment, envelopes shall be clearly marked “Request for Payment” and sent directly to the Township’s DPM. If an outside Consultant or Engineer has been contracted by the Township for Construction Observation or Work Inspection, the contractor shall also submit a copy of the request for payment to the Consultant.

C. FINAL PAYMENT AND CLAIMS

After the final acceptance of work by the Township and the Public Works Manager, the balance of monies due will be paid up to 100% of the total work completed.

XII. E.L.E.C. NOTICE

Regarding “Pay-to-Play” disclosure of contributions by business entities

Summary “pay-to-play” prohibition on business entity contributions (N.J.S.A. 19:44a-20.3 through 20.25): contributions by business entities that have or are seeking New Jersey government contracts, the “Pay-To-Play” disclosure law requires that prior to entering a contract with a governmental entity of more than \$17,500 that is not publicly advertised, a business entity must disclose to that governmental entity certain contributions made during the past year. Further, a business entity that has received \$50,000 or more through government contracts in a calendar year must file an annual disclosure statement electronically with the commission to report contract information and reportable contributions it has made. (The business entity annual statement form and instructions can be found at the following web address: <https://wwwnet1.state.nj.us/lpd/elec/ptp/form.aspx>)

BIDDERS INFORMATION SHEET

Please fill in the following information and submit with your proposal:

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL I.D. NUMBER: _____

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER: _____

NAME OF PERSON PREPARING BID: _____

PHONE NUMBER: _____ EXT. _____

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME: _____

ADDRESS: _____

PHONE: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

PROJECT COORDINATOR

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

FAX NUMBER: _____

PERSON TO CONTACT: _____

EMAIL ADDRESS: _____

AS A PROFESSIONAL
COURTESY,
PLEASE PLACE HERE
A PHOTOCOPY OF
NEW JERSEY
**BUSINESS REGISTRATION
CERTIFICATE**

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) & N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment,

without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder’s requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) 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

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

OR

(c) A photocopy of an Employee Information Report (Form AA302) 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.

Sample of Certificate



The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

AS A PROFESSIONAL COURTESY,
PLEASE PLACE A VALID

**CERTIFICATE OF EMPLOYEE
INFORMATION REPORT**

OR

AFFIRMATIVE ACTION

(Form AA302)

EMPLOYEE INFORMATION REPORT

w/ PROOF OF SUBMISSION

HERE

OWNERSHIP DISCLOSURE CERTIFICATION

Pursuant to N.J.S.A. 40A:11-23.2, this Certification MUST be included with the bid submission, failure to correctly submit the following statement of corporate ownership pursuant to Section 1 of P.L.1977, c. 33 (C.52:25-24.2) shall be deemed a fatal defect that SHALL render the bid proposal unresponsive and that cannot be cured by the governing body.

Name of Business: _____

The undersigned, as bidder, in accordance with N.J.S.A. 52:25-24.2, declares and submits this Statement of Ownership:

Bidder is a: Sole Proprietorship [] Corporation [] Partnership [] Joint Venture []
 Other (Please explain) _____ []

Select One:

- [] I certify that the list below contains the names and home addresses of all individuals, stockholders, or partners holding an interest of Ten Percent (10%) or more in the undersigned entity.
- [] I certify that no one individual, stockholder, or partner owns an interest of Ten Percent (10%) or more in the undersigned entity. *(If box selected, proceed to bottom, sign, and notarize.)*

If any shareholder listed below is a corporation or partnership, then such corporation or partnership must also complete an ownership disclosure certification. The disclosure shall continue until individual names are disclosed.

Full Name of Individual (Stockholder) (Partner)	Home Address of Individual (Stockholder) (Partner)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Attach additional sheets in this format, if necessary.

Subscribed and sworn before me this ____ day of _____ 2____.

_____ Affiant

Notary Public

Print name & Title of affiant

My Commission Expires: _____
(Notary Seal)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____ residing in _____
(name of affiant) (name of municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Wayne 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 _____.

Signature

Type or Print name

Subscribed and sworn to

before me this _____ day of
_____, 2____

Notary Public
My Commission Expires _____

(Notary Seal)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF _____)
) SS:
COUNTY OF _____)

IF A CORPORATION

BE IT REMEMBERED, that on this _____ day of _____ in the year _____ , AND before me, the subscriber, a Notary Public of the State of _____ personally appeared who, being by me duly sworn on h____ oath, doth depose and make proof to my satisfaction the he is the Secretary or Assistant Secretary of _____, the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporation seal of said Corporation; and the seal affixed to said Instrument is such Corporation seal and was thereto affixed and said Instrument signed and delivered by said President, as and for h voluntary act and deed and as and for the voluntary act and deed of said Corporation; in presence of deponent, who thereupon subscribed h____ name thereto as witness.

Signature of Secretary or
Signature of Assistant Secretary

IF A PARTNERSHIP

Sworn to and subscribed before me, a Notary Public in the State of _____.
On this _____ day of _____, 20____, before me personally came _____ and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as for the act and deed of said firm.

Signature

IF AN INDIVIDUAL

Sworn to and subscribed before me, a Notary Public in the State of _____.
On this _____ day of _____, 20____ before me personally came _____ known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same, as for his voluntary act and deed.

Signature

Subscribed and sworn to
before me this _____ day of _____, 2____

Notary Public

My Commission Expires _____ (Notary Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ON OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25 (N.J.S.A. 52-32:55 et. Seq.), any person or entity (bidder) that submits a bid or proposal of otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If the contracting unit determines that a bidder submits a false certification, the contracting unit shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59.)

PLEASE CHECK NEXT TO APPROPRIATE STATEMENT:

_____ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

_____ I am unable to certify as indicated above the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department Treasury’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assess as provided by law.

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

You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries and/or affiliates, engaging in investment activities in N.J.S.A. 52:32-56(f) by completing the boxes below.

Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated

Cessation

Date:

Bidder/Offeror Contact Name: _____

Contract Phone Number: _____

_____ ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Select this if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to the form, following the same format under Part 2. Please number each attachment and affix to this form.

Number of Attachments: _____

PART 3: CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that The Township of Little Falls is relying on the information herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the contracting unit in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the local contracting unit and that the local contracting unit, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

Bidder/Vendor: _____

Bidder/Vendor Phone Number and/or Contact Information: _____

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

The contractor and the Township of Wayne, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**TOWNSHIP OF LITTLE FALLS
CDBG-DR ASBESTOS & LEAD PAINT ASSESSMENTS
CONTRACT FOR PROFESSIONAL SERVICES
GENERAL TERMS AND CONDITIONS**

1. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Public Body shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. **Termination for Convenience of the Public Body.** The Public Body may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the Contract is terminated by the Public Body as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
3. **Reports and Information.** The Contractor, at such times and in such forms as the Public Body may require, shall furnish the Public Body such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
4. **Patent Rights.** Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the Contractor or its employees in the course of, in connection with, or under the terms of this Contract, the Contractor shall immediately give the Public Body written notice thereof and shall promptly thereafter furnish the Public Body with complete information thereon. The Public Body shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition, improvement or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the Public Body on all of these matters shall be accepted as final. The Contractor warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

Except as otherwise authorized in writing by the Public Body, the Contractor shall obtain patent agreements to effectuate the provisions of this article from all persons who perform any part of

the work under this Contract except such clerical and manual labor personnel as will have no access to technical data.

Except as otherwise authorized in writing by the Public Body, the Contractor will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

If the Public Body obtains patent rights pursuant to this article, the Contractor shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

5. **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.
6. **Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Public Body to assure proper accounting for all project funds. These records will be made available for audit purposes to the Public Body, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
7. **Retention of Records.** All accounts and records as required under item #6 above shall be retained by the Contractor for three years after the expiration of this Contract unless permission to destroy them is granted by the Public Body.
8. **Clean Air Act and Clean Water Act Compliance.** Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$100,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:
 - a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
 - d. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

- e. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.
9. **Energy Conservation Provisions.** Contractors must recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
10. **Compliance with the Americans with Disabilities Act.** Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the public body and any grantor agency from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Public Body and any grantor agency as a result of the Contractor's failure to comply with the provisions of the above paragraph.

11. **Changes.** The Public Body may, from time to time, request changes in the scope of the services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Public Body and the Contractor shall be incorporated in written amendments to this Contract.
12. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Public Body. Provided, however, that claims for money by the Contractor from the Public Body under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Public Body.
13. **Compliance with Local Laws.** The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
14. The Undersigned certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, A Disclosure Form to Report Lobbying, in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Agent

Date

Attest

(Corporate Seal)

MBE/WBE SOLICITATION FORM INSTRUCTIONS

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE PROPERLY COMPLETED FORM MAY BE GROUNDS TO DISMISS THE BID.

THERE ARE TWO OPTIONS FOR COMPLETING THE FORM:

- 1. If you are not planning to use any subcontractors you can indicate that on the form. Further, if cannot find MBE/WBE material suppliers for products you will use on the job, state this on the form.**

OR

- 2. Identify subcontractors and material suppliers that have been contacted EVEN IF you do not intend to utilize their products or services on the job.**

At the end of the job, you will be asked to identify what if any MBE WBE businesses participated in the job.

Failure to properly complete the form using one of the above methods will result in an incomplete bid submission.

EXPLANATION OF COLUMN ITEMS
(MBE/WBE Contract Solicitation and Commitment Statement)

1. Provide your company name, address, telephone number.
2. Provide the Invitation for Bid (IFB) number, if available, bid opening date and bidder's contact person.
3. Enter the subcontractor's company name, Employer Identification Number (EIN), Social Security Number (SSN) and telephone number with area code. Only the company's name is a mandatory item.
4. Indicate whether or not the firm is an MBE/ WBE firm. Place a check mark in either the MBE column or the WBE column.
5. Indicate type of work to be performed and/or material to be supplied.
6. Enter the total dollar amount of the quote received.
7. Enter the dollar amount of the commitment which you have made to the MBE or WBE firm. If no amount is provided in this space, it will be presumed that your firm made no commitment to the MBE or WBE firm.
8. NOTE: You must include information on both solicited and unsolicited quotes. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid. Five days is a guide. However, adequate time must be provided for subcontractors and suppliers to respond to bids.
9. NOTE: If the minimum participation levels for this project are not achieved, you must provide a written explanation on this or a separate sheet explaining the failure to achieve the MPL for either MBE or WBE. Failure to provide this explanation will result in rejection of the bid as non-responsive.
10. Indicate the name and title of the person(s) who prepared the form, along with an e-mail address.

***KEY NOTE: Mandatory Items: Failure to provide mandatory items will result in rejection of the bid as non-responsive. These items appear in Columns 3 and 7. Only the company name is a mandatory item in Column 3.**

MBE/WBE CONTRACT SOLICITATION AND COMMITMENT STATEMENT

(1) Name of Bidder	(2) IFB Number
Address	Bid Opening Date
Telephone Number	Contact Person

(8) NOTE: List those certified minority/women owned businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid. Bidder's contract with Subcontractors and suppliers should be at least five days prior to the bid opening date.

*(3) COMPANY NAME EIN/SSN TELEPHONE NUMBER	(4) MBE (X)	(4) WBE (X)	(5) TYPE OF CONSTRUCTION, EQUIPMENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT	(6) TOTAL DOLLAR AMOUNT OF QUOTE RECEIVED	* (7) TOTAL COMMITMENT DOLLAR AMOUNT

(9) NOTE Minimum Levels (MPL): MBE-5%, WBE-3%
A presumption of responsibility may be made if the dollar commitment of MBE/WBE reflects this minimum participation level.

(10) Prepared By	Telephone Number/E-mail Address:
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Use additional sheets if necessary.

TOWNSHIP OF Little Falls

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Bidder Initial)

No addenda were received.

Acknowledged for: _____
(Name of Bidder/Company)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

TOWNSHIP OF LITTLE FALLS
CONTRACT for
CDBG-DR ASBESTOS & LEAD PAINT ASSESSMENT
TECHNICAL SPECIFICATIONS

It is the intent of these specifications that, prior to the commencement of the demolition, to thoroughly inspect the affected structure(s) or part of the structure(s) where the demolition or renovation operation will occur for the presence of lead and asbestos, including Category I and Category II Non-Friable ACM.

The Contractor shall complete a pre-demolition Asbestos-Containing Building Materials (ACMs) and Lead Based Paint (LBP) survey of all existing structures at each site and create a report of such activities. All inspections will be completed on residential structures, to include any outbuildings, such as sheds and detached garages. Both Asbestos and Lead testing are required on every structure.

- Note: the Township has no pre-existing knowledge of the presence of either ACMs or LBP at the sites. Such possible existence shall be determined through the survey process and existence determined and verified through the testing process; the results of which will be contained in the report

Both the pre-demolition Asbestos Survey and a pre-demolition LBP Survey are to be completed by a properly accredited or licensed inspector(s) and require surveying all facets of the building including interior and exterior building materials utilizing destructive sampling protocols.

PRE-DEMOLITION ASBESTOS SURVEY

The Pre-Demolition Asbestos survey must include a report on ACMs wherein “an inspector certified in accordance with the Asbestos Hazard Emergency Response Act (AHERA, 40 CFR 763, Subpart E) shall identify the presence of suspected and presumed ACM in the building. The survey will classify each ACM material identified with regards to type, category, and condition, as defined by National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations. The asbestos content of any material type identified as suspected Friable or potentially Friable ACM shall be confirmed through collection and analyses of representative samples. Analyses should be performed at an appropriately United States Environmental Protection Agency (EPA)-certified laboratory using EPA-approved Polarized Light Microscopy methods. The ACM survey is intended to provide a screening for asbestos related air hazards associated with demolition activities. Collection and analyses of multiple suspected ACMs should be assumed.

For each building or structure to be demolished; the inspector performing an inspection for the pre-Demolition Asbestos survey must provide photographic documentation of every step and perform or include the following:

- A. An EPA and AHERA approved inspector must visually inspect the entire structure (interior and exterior) and identify the locations of all suspected ACM.
- B. Touch all suspected ACM to determine whether they are Friable.
- C. Identify all homogeneous areas of Friable suspected ACM and all homogeneous areas of Non-Friable suspected ACM. Grouping of the building materials into homogeneous areas and the collection of a sufficient quantity of samples to confirm negative asbestos content per EPA AHERA regulations.
- D. Confirmatory bulk sampling must be performed by the inspector to confirm/deny asbestos content. Bulk samples are analyzed by Polarized Light Microscopy (PLM) and/or Transmission

Electron Microscope (TEM) in an EPA-certified laboratory as required by NJ Department of Health and Senior Services, Department of Labor, and all State and Federal Laws. All testing of samples (Friable and Non-Friable) is expected as required by State and Federal Laws.

- E. Bulk sampling shall include destructive sampling to identify ACM in concealed areas such as behind walls and above ceilings, etc.
- F. Assume that some or all of the homogeneous areas are ACM, and, for each homogeneous area that is not assumed to be ACM, collect and submit for analyses bulk samples under §§ 763.86 and 763.87.
- G. Assess, under § 763.88, Friable material in areas where samples are collected, Friable material in areas that are assumed to be ACM, and Friable ACM identified during any previous inspection.
- H. At the end of such survey, inspection, sampling and testing the inspector shall compile a detailed assessment report containing identified ACM materials, quantities, and analytical results that follow all applicable local, state and federal laws and regulations. Such assessment report shall be recorded and included in the final report which will also include a copy of all: lists, assessments, sampling, pictures, notes and testing results, for each sample and each building including:
 - a. An inspection report with the date of the inspection signed by each accredited person making the inspection, State of accreditation, and if applicable, his or her accreditation number.
 - b. An inventory of the locations of the homogeneous areas where samples are collected, exact location where each bulk sample is collected, dates that samples are collected, homogeneous areas where Friable suspected Asbestos-Containing Building Materials (ACBM) is assumed to be ACM, and homogeneous areas where Non- Friable suspected ACBM is assumed to be ACM.
 - c. A description of the manner used to determine sampling locations, the name and signature of each accredited inspector who collected the samples, State of accreditation, and, if applicable, his or her accreditation number.
 - d. A list of whether the homogeneous areas identified under (3)(4)(6)(B) of this section, are surfacing material, thermal system insulation, or miscellaneous material.
 - e. Assessments made of Friable material, the name and signature of each accredited inspector making the assessment, State of accreditation, and if applicable, his or her accreditation number.
 - f. Results of the testing of samples separated by type of sample, type of material, location in building, and amount of the material and asbestos contained therein.

PRE-DEMOLITION LEAD SURVEY

The pre-Demolition lead survey must include a report on LBP or Lead-Containing Building Materials wherein “an inspector licensed by the State of New Jersey shall identify and test for the presence of suspected and presumed lead in the building or structure to be demolished”. The survey will classify each suspect lead material identified, with regards to type, category, and condition. The lead content of any material type identified as suspected to contain or be lead shall be confirmed through testing. Collection, testing, and/or analyses of multiple suspected lead areas should be assumed.

For each building or structure to be demolished the inspector performing an inspection for the pre-demolition LBP survey must provide photographic and written documentation of every step.

A New Jersey Department of Health and Senior Services licensed Lead Inspector/Risk Assessor shall complete a LBP survey to identify building components associated with the structures that, based on the age of the building component, are likely to be coated with paint containing lead. The presence of lead paint shall be confirmed by testing. The testing methods shall be specified by the Consultant and may

include field and laboratory methods including, for example, portable X-Ray Fluorescence (XRF) technologies, field test kits, and/or paint chip analyses by an EPA-approved laboratory method. The methodologies used shall be EPA-approved. The objective is to provide a screening to identify any existing LBP related hazards, or hazardous conditions that may be created by demolition activities.

At the completion of said inspection/testing the inspector shall submit the survey and a breakdown of the results of said LBP testing and analytical results. Such report shall include a detailed assessment report containing identified LBP, in each building or structure, along with the location, and quantity identified.

AGREEMENT

The Agreement to be entered into between the Township of Little Falls and the Asbestos and Lead Assessments firm for services hereunder, shall be subject to the General Terms and Conditions attached hereto and made a part hereof as required by applicable Federal, State, and local Regulations.

SUBMISSION REQUIREMENTS

You are required to provide the following:

- A. Accreditation of any inspector involved.
 - a. Copy of accreditation, name, signature, address, state of accreditation, and number when applicable. (EPA, AHERA, Certified Asbestos Consultant (CAC).)
 - b. New Jersey Department of Health and Senior Services Lead Inspector/Risk Assessor license, copy, name, signature, address, and number when applicable.
- B. Sample Asbestos and/or Lead Survey Assessment Report previously completed by any inspector, or licensee submitted per A of Submission Requirements.
- C. Submit a Copy of System of Awards Management (SAMS) Report.

QUESTIONS

All questions shall be submitted in writing to:

Charles Cuccia
Township Administrator
Township of Little Falls
225 Main Street
Little Falls, NJ, 07424
E-mail CCuccia@lfnj.com

**TOWNSHIP OF LITTLE FALLS
CONTRACT for
CDBG-DR ASBESTOS & LEAD PAINT ASSESSMENT
BID PROPOSAL FORM**

Company Name: _____

Address of Firm: _____

Phone Number: _____ Fax Number: _____

Print Name: _____ Title: _____

The undersigned declares that he/she has read the Notice, Instructions, Affidavits, and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver the services per the below proposal form and the attached schedule of additional fees for this contract.

Asbestos/Lead Study (Flat Rate Per Home*)

\$ _____

Written Amount: _____

**Flat rate shall include all applicable sample/core testing required*

Signature of Authorized Agent

Date

(Corporate Seal)