

Notice to Bidders

Notice is hereby given that sealed proposals will be received by the Township Clerk of the Township of Egg Harbor, County of Atlantic, State of New Jersey on Tuesday, June 6, 2017, at 10:00 a.m. prevailing time located at Conference Room 201, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234, at which time and place bids will be opened and read in public for **AUTHORIZED ON-SITE INSPECTION AND PLAN REVIEW AGENCIES FOR THE FOLLOWING SUBCODES: ELECTRICAL, PLUMBING (1, 2 or 3-year contract / start date to be 9-1-2017). Bids shall be delivered or mailed to Eileen M. Tedesco, RMC, Township Clerk, Township of Egg Harbor, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234.**

**A PRE-BID MEETING WILL BE HELD ON TUESDAY, May 30, 2017, AT 9:00 A.M. AT 3515 BARGAINTOWN ROAD, CONFERENCE ROOM 201, EGG HARBOR TOWNSHIP NJ
ATTENDANCE IS STRONGLY ENCOURAGED
AUTHORIZED AGENT AND ALL SUB-CODES AND INSPECTORS
THAT WILL WORK IN THE TOWNSHIP MUST ATTEND**

Specifications and forms of bids for the proposed work are available via www.egt.gov or at the Office of the Township Clerk at the address listed hereinabove (609-926-4085) and may be inspected/obtained by prospective bidders during regular business hours. As an alternative to downloading, bidders will be furnished with a copy of the specifications upon proper notice and payment of a non-refundable fee of \$10. Bids must be made on standard proposal forms in the manner designated therein and required by the specifications and must be enclosed in a sealed envelope, bearing the name and address of the bidder and name of the project on the outside, addressed as follows: Township Clerk, Egg Harbor Township, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234.

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. ALL RFP ADDENDA WILL BE ISSUED ON THE TOWNSHIP OF EGG HARBOR'S WEB SITE. TO ACCESS ADDENDA, GO TO WWW.EHTGOV.ORG. There are no designated dates for release of addenda. Therefore, interested bidders should check the website on a daily basis from time of RFP issuance through bid opening. It is the sole responsibility of the bidder to be knowledgeable of all addenda related this contract.

Bidders are required to comply with the requirements of the Public Law, 1975, C.127 N.J.S.A. 34:11-56, 25 et. seq. as amended in Chapter 64 of the Laws of 1974 and P.L. 1977 Ch. 33, N.J.S.A. 52:25-24.2 which requires a statement setting forth the names and addresses of all stockholders in the corporation or partnership who owns 10% or more of its stock, of any class or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be.

Public Works Contractor Registration pursuant to N.J.S.A. 34:11-56.48 et. seq. is required for all projects/contracts which include construction, reconstruction, demolition, alteration, repair or maintenance work on a public building. All Contractors and Subcontractors are required to submit a copy of their Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue.

Challenges to bid specifications must be made, in writing, addressed to the Township Clerk, at least three (3) business days prior to the bid opening date. Challenges filed otherwise will not be considered.

Prospective bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:24 (Contract Compliance and Affirmative Action for Public Contracts). A copy of the Law is available at the Township Clerk's Office upon request and is made a part of the bid specifications.

Prospective bidders are required to comply with the requirements of N.J.S.A. 19:44A-20.27. 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), 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 888-3133532 or at www.elec.state.nj.us.

The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act. The Township reserves the right to reject bids based upon the criteria specified in the Information to Bidders.

By Order of the Egg Harbor Township Committee
Eileen M. Tedesco, RMC, Township Clerk
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Section 1
Instructions to Bidders

I. Submission of Bids

- A. The Township of Egg Harbor of Atlantic County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders.
- B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid proposal form shall be submitted in a sealed envelope addressed to the OWNER bearing the name and address of the bidder written on the face of the envelope and clearly marked 'BID' with the contract title and/or bid # being bid.
- D. It is the responsibility of the Bidder to see that the bids are presented to the OWNER on the hour and at the place designated. Bids may be hand delivered or mailed, however, the OWNER disclaims any responsibility for bids forwarded by regular mail or overnight mail. If the bid is sent by overnight mail, the designation in Section C above must also appear on the outside of the delivery company 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 must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in blue ink or preferably typewritten. 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, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. 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. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidders must insert prices computed as a percentage pursuant to NJAC 5:23-4.20 Department Fee Schedule.

II. Bid Security

- A. **Bid Guarantee.** A Bid Guarantee is required with your bid. A bid bond in the amount of 10% is required for this bid.
- B. 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 price, 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 check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. 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 NJSA 40A:11-21.

- C. Failure to submit the Bid Security shall be cause for rejection of the bid.

III. Interpretation and Addenda

- 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 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. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the OWNER's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such Interpretations and any supplemental instructions will be in the form of written addenda to the specifications. ALL RFP ADDENDA WILL BE ISSUED ON THE TOWNSHIP OF EGG HARBOR'S WEB SITE. TO ACCESS ADDENDA, GO TO WWW.EHTGOV.ORG . There are no designated dates for release of addenda. Therefore, interested bidders should check the website on a daily basis from time of RFP issuance through bid opening. It is the sole responsibility of the bidder to be knowledgeable of all addenda related this contract.
- D. **Discrepancies in the Bids**
 - i. 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.
 - ii. 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 stated in the Notice to Bidders:**
A pre-bid conference for this proposal will be held on Tuesday May 30th, 2017 at 9:00 AM.

IV. Insurance and Indemnification

A. Insurance Requirements

- i. *Worker's Compensation and Employer's Liability Insurance.* This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in the performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is One Million Dollars (\$1,000,000).
- ii. *General Liability Insurance.* This insurance shall have limited of not less than Three Million Dollars (\$3,000,000) for any one person and Three Million Dollars (\$3,000,000) for any one accident for bodily injury and Three Million Dollars (\$3,000,000) aggregate for property damage, and shall be maintained in full force during the life of this contract by the bidder.
- iii. *Automobile Liability Insurance.* This insurance covering bidder for claims arising from owned, hired, and non-owned vehicles with limits of not less than One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one accident for bodily injury and One Million Dollars (\$1,000,000) for each accident for property damage, shall be maintained in full force during the life of this contract by the bidder.

- iv. *Errors and Omissions.* Bidder agrees that it will maintain a Professional Liability policy, commonly known as Errors and Omissions policy, in full force and effect during the entire term of this Agreement in an amount not less than One Million Dollars (\$1,000,000). The Bidder will agree to provide the Township of Egg Harbor, on an annual basis, with evidence that such insurance policy is in full force and effect.
- B. Certificates of the Required Insurance.** Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.
- C. Indemnification.** Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description 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 bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

V. Statutory and Other Requirements

- A. Mandatory Affirmative Action Certification.** No firm may be issued a contract unless it complies with the affirmative action regulations of NJSA 10:5-31 et seq (P.L. 11975, c. 127).
 - i. *Procurement, Professional and Service Contracts.* All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:
 - 1. A copy of a valid letter for an approved Federal Action Plan (good for one year from the date of the letter), or
 - 2. A copy of an approved Certificate of Employee Information Report, or
 - 3. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302)
 - ii. *Construction Contracts.* All successful contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201 – available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

Bidders shall be experienced in the kind of work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the work within the time allowed. A bid may be rejected if the Bidder cannot show that he/she has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified.

Bids received from Bidders who have previously failed to complete other work within the time required, or who have previously performed similar work in an unsatisfactory manner, will be rejected. A bid may be commencement, performance or completion of the work.

As evidence of his/her competency to perform the work, each Bidder shall complete and submit with his/her bid the Bidder's Qualification Statement which is found in the Project manual. Failure to complete this statement may result in rejection of the bid. Low bidders may be asked to furnish additional data to demonstrate competency.

Bids will not be accepted from Bidders currently listed on the New Jersey Department of Labor and Industry's Debarred List. All labor shall be covered by an approved health and hospital insurance plan, an approved pension plan and an apprenticeship training program pursuant to standards established under the Department of Labor and Industry Act of 1948 (NJSA 34:1A-34 et seq) as well as the Uniform Construction Code requirements.

- B. **Americans with Disabilities Act of 1990.** Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the OWNER harmless.
- C. **Prevailing Wage Act.** Pursuant to NJSA 34:11-56.25 et seq, successful bidders 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. It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 409, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.
- D. **Stockholder Disclosure.** Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.
- E. **The New Jersey Worker and Community Right to Know Act.** The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) hazardous substance fact sheet - must be furnished.
- F. **Non Collusion Affidavit.** The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.
- G. **State Contractor Business Registration Program.** Effective September 1, 2004, P.L. 2005, c.57 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. This means that all firms (and their subcontractors) competing for County contracts must provide a copy of their Business Registration Certificate at the time the proposal is submitted. Questions regarding this law may be directed to the New Jersey Department of Taxation.

H. FORMS TO BE PROVIDED BY ELEC -

CERTIFICATIO RE DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

CERTIFICATON IN COMPLIANCE WITH MACBRIDE PRINCIPLES & NORTHERN IRELAND ACT OF 1989

EXHIBIT A: MANDATORY EQUAL EMPLOYEMENT OPPURTUNITY LANGUAGE

VI. Methods of Award

- A. All contracts shall be for a three-year period.
- B. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

VII. Rejection of Bids

- A. Multiple Bids are Allowed.** More than one bid from an individual, a firm or partnership, a corporation or association under the same name may be considered.
- B. Unbalanced Bids.** Bids which are obviously unbalanced may be rejected.
- C. Unsatisfactory Past Performance.** Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.
- D. Failure to Enter Contract.** Should the bidder to whom the contract is awarded fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the bid of the next lowest responsible bidder.

VIII. Termination of Contract

- A.** If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall thereupon have the right to terminate this contract by giving 30 days 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.
- 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.** In case of default by the successful bidder, the OWNER may procure the services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

IX. Liquidated Damages

It is mutually agreed and understood by and between the parties hereto that the time of inspection is an essential part of the contract. Failure to deliver by the guaranteed inspection date may result in the amount of Five Hundred Dollars (\$500) per day for each and every calendar day inspection is delayed beyond the guaranteed delivery date as per the Construction Official.

Section 2
Bid Documents

I. Bid Document Checklist – Egg Harbor Township, Atlantic County, NJ

Required	Document	Read, Signed & Submitted
✓	Stockholder Disclosure Certification	<input type="checkbox"/>
✓	Non-Collusion Affidavit	<input type="checkbox"/>
✓	Bid Proposal Form	<input type="checkbox"/>
✓	References	<input type="checkbox"/>
✓	Status of Present Contracts	<input type="checkbox"/>
✓	Municipal Tax Certification	<input type="checkbox"/>
✓	Bid Guarantee (with Power of Attorney)	<input type="checkbox"/>
✓	Scope of Services (See Section III)	<input type="checkbox"/>
✓	State of New Jersey Business Registration Certificate	<input type="checkbox"/>
✓	Affirmative Action – Certificate of Employee Information Report or Copy Letter of Federal Approval	<input type="checkbox"/>
✓	Mandatory Affirmative Action Language	<input type="checkbox"/>
✓	Americans with Disabilities Act of 1990 Language	<input type="checkbox"/>
✓	Certification Re Disclosure of Investment Activities in Iran	<input type="checkbox"/>
✓	Certification in Compliance with MacBride Principles & Northern Ireland Act of 1989	<input type="checkbox"/>

II. Affirmative Action Regulations ~ P.L. 1975 c 127 (NJAC 17:27) – required evidence

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975 c 127 (NJAC 17:27). Within seven (7) days after receipt of the 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 OWNER:

1. A copy 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).
2. A copy of approved Certificate of Employee Information Report.
3. An Affirmative Action Employee Information Report (Form AA302).
4. All successful construction contracts must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

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 bidders:

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

Yes No

If yes, please submit a copy of such approval.

Do you have a Certificate of Employee Information Report Approval?

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: _____

Printed Name & Title: _____

Date: _____

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

III. Equal Employment Opportunity Language – N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods, Professional Services 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 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 for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

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

IV. Americans with Disabilities Act-Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the TOWNSHIP do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP 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 TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the

TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP 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 STATE pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP 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 TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

V.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of

Organization: _____

Organization

Address: _____

-

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
 - For-Profit Corporation (any type) Limited Liability Company (LLC)
 - Partnership Limited Partnership Limited Liability Partnership (LLP)
 - Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #’s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

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Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

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

VI. Business Registration Certificate

The New Jersey State Contractor Business Registration Program to local government contracts requires any “Business Organization” meaning individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof to submit a copy of their Business Registration Certificate when submitting a bid or proposal.

Failure to do so is a fatal defect that cannot be cured.

Contractors are responsible for notifying subcontractors of this requirement.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

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 PREFABRICATED AND PREASSEMBLED RESTROOM UNIT, and that I executed the said proposal with full authority to do so and 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 EGG HARBOR 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 _____.

Subscribed and sworn before me on this day
_____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

VII. Municipal Tax Certification

This is to certify that I, the undersigned, and/or my (partnership) (corporation) certify that there are no municipal taxes outstanding and past due to the Township of Egg Harbor as of the date of this bid.

THIS STATEMENT MUST BE INCLUDED WITH YOUR BID SUBMISSION.

Signed: _____

Print or Type Name of Affiant

NOTARY PUBLIC

Subscribed and sworn to before me this
_____ day of

VIII. FORMS TO BE PROVIDED BY ELEC

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all 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. 19:44A-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.

CERTIFICATION RE DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION OF BIDDER:

Name
of
Bidder _____

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification 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 <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If a person or entity is found to be in violation of the law, action shall be taken as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Please check the appropriate box:

I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliated is listed on the NJ 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 above because the bidder and/or one or more of its parents, subsidiaries, or affiliated is listed on the NJ Department of 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 assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES 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 or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Please provide thorough answers to each question. If you need to make additional entries, please copy this page and attach to this document. Each page will be made a part of this document and will be included as part of your certification.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

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 above-referenced person or entity. I acknowledge that the Township of Egg Harbor is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts 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 Township and that at the Township's option it may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____	Signature → _____
Title _____	Date _____

CERTIFICATION IN COMPLIANCE WITH MACBRIDE PRINCIPLES & NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, must complete a certification by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then it may be determined in accordance with applicable law and rules, that it is in the best interest to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If contractors are found to be in violation of the principles which are the subject of this law, such action may be taken as may be appropriate and provided by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to NJSA 52:34-12.2 that the entity for which I am authorized to bid:

has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in NJSA 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature _____
Print Name _____
Title _____
Firm Name _____
Date _____

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Submitted By: _____
(Name of the Firm)

Name: _____
(Please Print of Type)

Signature _____

Title _____

Dated: _____/_____/2017

EXHIBIT B: 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

CONSTRUCTION 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended

from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce

in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) 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 contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

Submitted By: _____
(Name of the Firm)

Name: _____
(Please Print of Type)

Signature _____

Title _____

Dated: _____/_____/2017

Section III Detailed Specifications

In accordance with NJAC 5:23-4-14, the Township of Egg Harbor, County of Atlantic, a Class 1 Municipality, is seeking proposals from authorized on-site inspection and plan review agencies for a 1, 2 and 3-year contract in the following Subcodes (3 separate bids): Plumbing, Electrical.

Must have at least three (3) years of municipal experience and demonstrate that you have the capability of working for a municipality of our size.

The Township has a population of approximately 45,000 and comprises 68 square miles. The Township has slightly more than 6,000 acres located in the Pinelands Regional Growth Zone. The Township Construction Office issue's 3000 building permits annually. All inspectors shall be computer literate and able to use Municipal Software System.

The Township requires that Subcode Officials (one electrical & an inspector and one plumbing) be available at the Township Construction Office on Monday, Tuesday, Wednesday, Thursday, and Friday from the hours of 8:00 a.m. to 4:30 p.m. daily. All inspectors are required to perform inspections between the hours of 8:00 a.m. and 4:30 p.m. These inspections are to be performed in a timely manner. All inspectors are to report back to the Construction Office at the end of each business day. It is understood that the private enforcing agency will adhere to and comply with all the duties and responsibilities enumerated in NJAC 5:23 and all related Local Performance Standards.

It is the responsibility of the agency to ensure coverage for the appointed day and time through alternate inspectors. All arrangements, communications, cell telephones are to be managed by the on-site inspection agency with the approval of the Township of Egg Harbor Construction Official.

It is to be understood once a sub-code official and inspector are approved by the Construction Official he/she will not be removed without the Construction Official's approval.

Once the contract is issued between the on-site agency and Egg Harbor Township a meeting will be scheduled with the Construction Official and the new contractual agency's personnel assigned to Egg Harbor Township.

All inspectors/sub code officials shall have a background investigation completed by Egg Harbor Township.

This contract may be cancelled by either party with a thirty-day written advance notice of termination. Notification must be certified mail return receipt requested. All terms and conditions of the contract will still be applied even when the contract has expired (while closing of all permits is being completed).

If you are interested in performing these services, you are invited to submit a written sealed bid together with a separately sealed qualification statement. The qualification should be in writing and shall contain the following information, but not be limited to:

1. The name and principal business address of the agency.
2. The name of the person who will serve as the Agency's responsible official and representative if the Agency is awarded the contract.
3. A complete list of all agency technical personnel, grouped by job classification and title. This list includes technical, educational and licensure qualifications of each person.

4. A complete list of all municipalities served by the agency. The list below identifies the Subcodes enforced in each municipality named, the number of permits supervised and the number of inspections performed during an average month during the preceding year in each municipality named.
5. The agency's Table of Organization correlated by the job title to the personnel list specified in 3 above.
6. The manner in which the agency compensates each class of employees, which shall be one of the following only: full-time salaried, part-time salaried, full-time hourly or part-time hourly. Where employees of a given class are compensated in more than one way, a percentage breakdown shall be provided.
7. The full address of each agency office, which is open and staffed at least 35 hours per week by salaried or hourly agency employees.
8. A narrative description of the arrangements the agency plans to make for the issuance of minor work and single-trade permits.
9. A narrative description of the arrangements the agency plans to make for discharging its plan review obligations.
10. The time in which the agency can perform, or has performed, plan reviews upon assignment by the Construction Official.
11. Any guarantees of time in responding to requests for required inspections or plan reviews where the time in responding is less than the maximum time established in the regulations. If an agency does not guarantee response time less than the maximum, the agency shall so state in its proposal.
12. The time in which the agency can respond, or has responded, to requests for required inspections from the construction industry.
13. A narrative description of the arrangements the agency plans to make for providing emergency inspection services, including response time.

The Local Performance Standards for the Township of Egg Harbor, in which the private on-site agency shall comply. The private on-site agency will be required to confirm with the Local Performance Standards.

Explain in detail how you will comply with the following Local Performance Standards.

1. List the name(s) of the sub code officials.
2. List the name(s) of the inspectors.
3. List the cell phone numbers for sub code officials and inspectors who will be assigned to Egg Harbor Township to provide sub code and inspection services
4. In what other municipalities are the above-listed sub code officials and inspectors performing sub code and/or inspection services.
5. The private on-site agency will be required to furnish the names and cell numbers of the inspectors who will be providing the emergency inspections services. This list will be provided to the Construction Official and submitted to Egg Harbor Township's emergency dispatch center (police/fire).
6. What will your response time be for an emergency inspection? The maximum allowable time is 20 minutes.
7. All subcodes and inspectors are required to work within the boundaries of Egg Harbor Township from 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding legal holidays only.

8. A backlog of inspections will not be permitted in Egg Harbor Township. Therefore, it is the responsibility of the agency to ensure coverage for the required inspections, follow-up inspections, plan reviews, and all other duties as initiated by the Construction Official as per the New Jersey Uniform Construction Code. When required by the Construction Official and within three (3) days, arrangements for additional inspectors are to be handled by the on-site inspection agency with the approval of the Construction Official. Backlog is determined by the Construction Official to be thirty (30) days or greater.

9. All sub codes and inspectors are to appear before the Board of Appeals or other courts as may become necessary from time to time. All coordination for such activity will be by the Construction Office or appropriate municipal authority.
10. All sub codes and inspectors must have good oral and written communications skills and basic computer knowledge for the purpose of enter inspections results.
11. All necessary additional computer training for sub codes and inspectors will be paid for by the authorized agency as required by the Construction Official.

**A PRE-BID MEETING WILL BE HELD ON TUESDAY, May, 30, 2017, AT 9:00 A.M. AT 3515
BARGAINTOWN ROAD, CONFERENCE ROOM 201, EGG HARBOR TOWNSHIP NJ
ATTENDANCE IS STRONGLY ENCOURAGED
AUTHORIZED AGENT AND ALL SUB-CODES AND INSPECTORS
THAT WILL WORK IN THE TOWNSHIP MUST ATTEND**

All proposals must be submitted no later than 10:00 a.m. on Tuesday, June 6, 2017.
Proposals are to be submitted by Certified Mail or delivered to:

**Office of Township Clerk
Township of Egg Harbor
3515 Bargaintown Road
Egg Harbor Township, NJ 08234-8321**

The submittal shall state on the exterior of the envelope:

**ON-SITE INSPECTION AGENCY PROPOSAL FOR 1 YEAR CONTRACT.
ON-SITE INSPECTION AGENCY PROPOSAL FOR 2 YEAR CONTRACT.
ON-SITE INSPECTION AGENCY PROPOSAL FOR 3 YEAR CONTRACT.**

Any questions may be directed to Construction Official Naticchione at 609-926-4069.

Section IV
Form of Proposal

Egg Harbor Township, Atlantic County, New Jersey
AUTHORIZED ON-SITE INSPECTION AND PLAN REVIEW AGENCIES FOR THE
FOLLOWING SUBCODES:
ELECTRICAL, PLUMBING (1 year contract)

In accordance with Notice to Bidders, Instructions to Bidders, Special Instructions and Specifications, the undersigned proposes to furnish and/or deliver the items listed below at a percentage of the State of New Jersey Uniform Construction Code Fee Schedule.

1. Electric Inspection Services at the rate of _____ percent (____%) of the Department fees.

2. Plumbing Inspection Services at the rate of _____ percent (____%) of the Department fees.

Company Name	
Signature	
Printed or typed name and title	
Street Address	
City, State and Zip	
Phone Number	
Facsimile Number	

Section IV
Form of Proposal

Egg Harbor Township, Atlantic County, New Jersey
AUTHORIZED ON-SITE INSPECTION AND PLAN REVIEW AGENCIES FOR THE
FOLLOWING SUBCODES:
ELECTRICAL, PLUMBING (2 year contract)

In accordance with Notice to Bidders, Instructions to Bidders, Special Instructions and Specifications, the undersigned proposes to furnish and/or deliver the items listed below at a percentage of the State of New Jersey Uniform Construction Code Fee Schedule.

1. Electric Inspection Services at the rate of _____ percent (____%) of the Department fees.

2. Plumbing Inspection Services at the rate of _____ percent (____%) of the Department fees.

Company Name	
Signature	
Printed or typed name and title	
Street Address	
City, State and Zip	
Phone Number	
Facsimile Number	

Form of Proposal

Egg Harbor Township, Atlantic County, New Jersey
AUTHORIZED ON-SITE INSPECTION AND PLAN REVIEW AGENCIES FOR THE
FOLLOWING SUBCODES:
ELECTRICAL, PLUMBING (3 year contract)

In accordance with Notice to Bidders, Instructions to Bidders, Special Instructions and Specifications, the undersigned proposes to furnish and/or deliver the items listed below at a percentage of the State of New Jersey Uniform Construction Code Fee Schedule.

1. Electric Inspection Services at the rate of _____ percent (____%) of the Department fees.
2. Plumbing Inspection Services at the rate of _____ percent (____%) of the Department fees.

Company Name	
Signature	
Printed or typed name and title	
Street Address	
City, State and Zip	
Phone Number	
Facsimile Number	