INVITATION TO BID

Notice is hereby given that sealed bids will be received by the Township Committee of Lower Alloways Creek for replacement of Python Automated Arm in accordance with specifications and general conditions which may be obtained from the Township Purchasing Agent, at his office in the Municipal Building, 501 Locust Island Road, Hancock's Bridge, New Jersey, 08038 during normal business hours.

Specifications can also be downloaded from the Township's website, www.lowerallowayscreek-nj.gov.

Each proposal shall be submitted in a sealed envelope with the name and address of the bidder clearly identified on the outside of the envelope together with the notation, "BID FOR AUTOMATED ARM".

All bids shall be submitted to the Township Purchasing Agent by 2:30PM, Wednesday, 3/12/14 at the Municipal Building located in Hancock's Bridge, New Jersey at which time the bids will be opened and read aloud.

Each bid shall be accompanied by a bid bond or certified check, payable to Lower Alloways Creek Township in the amount often (10%) percent of the total amount bid, not to exceed $20,000., as a guarantee that if the contract is awarded to said bidder, he will enter into contract therefore.

The successful bidder shall enter into a written contract with the Township in accordance with the Invitation to Bid, Specifications, General Conditions and the Award.

The Township reserves the right to reject any and all bids and to waive any informalities as the interest of the Township may require. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township Purchasing Agent prior to the time set for bid opening.

All bidders must meet equal employment opportunity requirements of P.L. 1975, C 127, as described in the specifications. All bidders must comply with the provisions of P.L. 1977, C 33. Bidders are required to comply with the requirements of NJ.S.A. 10:5-31 et seq., N.J.A.C. 17:27 and NJ.S.A. 52:32-44.

By order of the Township Committee of Lower Alloways Creek Twp.

The Purchasing Department of LAC Township will receive sealed bids for the installation of a **Python Automated Arm** as specified herein. Bids must be received by **2:30 p.m.** on **March 12, 2014**. Late bids will neither be considered nor returned.

Deliver Bids To:
LAC Township Purchasing Department
P.O. Box 157
Hancocks Bridge, NJ 08038
Bid Number 2014-02

The Bid Envelope must show the Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** LAC Township wants requests for additional information routed to Kevin Clour, Director of Purchasing, at 856-935-1549. Questions may be faxed to 856-935-7666 or emailed to cfo@lowerallowayscreek-nj.gov. Information about the LAC Township Purchasing Department may be obtained on the internet at www.lowerallowayscreek-nj.gov.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by LAC Township for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** LAC Township will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AWARD:** Award will be made to the most responsive, responsible bidder meeting specifications, who presents the product or service that is in the best interest of LAC Township. LAC Township reserves the right to award this bid by line item, item-by-item or on an all or none basis. LAC Township reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.5 **BID DELIVERY:** LAC Township requires bidders, when hand delivering bids, to deliver their bid directly to the Purchasing Dept. LAC Township shall not be responsible for lost or misdirected bids.

Solicitations must be in a sealed envelope prior to entering the Purchasing Agent's office. Purchasing Department personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Purchasing Department is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.6 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.7 **DESCRIPTIVE LITERATURE:** Vendors must clearly identify the manufacturer and the specifications to which they are submitting. Vendors must also provide descriptive literature with their bid.

1.8 **INCURRED COSTS:** LAC Township will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.9 **INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this Contract. Upon notification of Intent to Award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and naming LAC Township Government as additional insured. It shall be the successful bidder's responsibility to keep a current COI on file with LAC Township Purchasing at all times.

1.10 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.11 **PAYMENT METHOD:** LAC Township utilizes one (1) method of placing orders for products and that is the use of Purchase Orders. These Purchase Orders will be issued from LAC Township Purchasing Department The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item. The completed voucher must be returned with a corresponding invoice indicating delivery and completion of items/services as provided according to this bid proposal.

1.12 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that approximately thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.13 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. LAC Township will make the final determination as to the bidders' ability.

1.14 **RECYCLING:** LAC Township, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be submitted on paper as per the following:

1.21.1 Be submitted on recycled paper
1.21.2 Not include pages of unnecessary advertising
1.21.3 Be made on both sides of each sheet of paper

1.15 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Purchasing Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bid procedures must be received in the Purchasing Division by **4:30 p.m. local time March 4, 2014.** These requirements also apply to specifications that are ambiguous.

1.16 **SIGNING OF BIDS:** When submitting your bid, in order to be considered, all bids must be signed. Please sign the original in blue ink.

1.17 **TAXES:** LAC Township purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.18 **PUBLIC DISCLOSURE:** No corporation may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its proposal, or prior thereto, the name and address of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (NJSA 52:24-24.2, PL 1977, Chapter 33).

Failure to supply this information shall be cause for disqualification of a vendor.

1.19 **USE OF BID FORMS:** Vendors must complete the bid forms contained in their bid package. Failure to complete the bid forms may result in rejection of their bid.

1.20 **VENDOR DEFAULT:** LAC Township reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, LAC Township reserves the right to remove the vendor from the Township's bidder's list for twenty-four (24) months.

1.21 **BUSINESS REGISTRATION:** Vendors are required to submit with their bid a copy of their State of NJ Business Registration Certificate. Any vendor who currently does not possess a certificate can obtain info on how to register by visiting the State's website, www.state.us/treasury/revenue/busregcert.shtml.

1.22 **ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:** Contractors are required to submit with their bid a completed Acknowledgement of Receipt of Addenda form as supplied in the bid documents. Any vendor who fails to do so will have their bid declared NON-RSPONSIVE.

1.23 **WAIVING OF INFORMALITIES:** LAC Township reserves the right to waive minor informalities or technicalities when it is in the best interest of LAC Township.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract:

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on LAC Township without the prior written approval of the Township.

2.2 **APPROPRIATION:** In the event no funds are appropriated by LAC Township for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of LAC Township.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by the Township or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, LAC Township may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. LAC Township expressly retains all its rights and remedies provided by law in case of such breach, and no action by LAC Township shall constitute a waiver of any such rights or remedies. In the event of termination for default, LAC Township reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey, and all obligations of the parties are performable in LAC Township, New Jersey.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless LAC Township, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its sub-contractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its sub-contractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that LAC Township shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until LAC Township inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by LAC Township. LAC Township reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance

of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **LIMITATIONS OF LIABILITY:** In no event shall LAC Township be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if LAC Township has been advised of the possibility of such damages.

2.14 **AFFIRMATIVE ACTION:** Vendors are required to comply with the requirements of P.L. 1975, e127(NJAC 17:27). The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested 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 AAO for conducting a compliance investigation pursuant to subchapter 10 of the administrative code (NJAC 17:27).

2.15 **WAGE & HOUR COMPLIANCE:** Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of LAC Township as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.16 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.17 **REMEDIES:** LAC Township shall have all rights and remedies afforded under the U.C.C. and New Jersey law in Contract and in tort, including but not limited to, rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.18 **RIGHT TO INSPECT:** LAC Township reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.19 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the LAC Township Purchasing Division.

2.22 **TERMINATION:** Township may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to LAC Township that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to LAC Township all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the Township. Return of merchandise not meeting warranties shall be at contractor's expense.

2.24 **TERMINATION:** Township may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to convey to prospective vendors the general type and quality of replacement of one Python Automated Arm as desired by LAC Township and the Public Works Department. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by LAC Township so stating.

3.3 **BID SECURITY:** Bidders are required to submit with their bid a bid bond, cashier's check or certified check, payable to the Township of Lower Alloways Creek in the amount of ten percent (10%) of the total amount bid, not to exceed $20,000. It shall be subject to forfeit and retention by the Township in lieu of other legal remedies, should a successful bidder fail to execute a contract within ten (10) days of the Township rendering a contract.

3.4 **AUTHORIZED DEALER/RESELLER:** Bidders **must** submit with their bid signed written factory documentation that they are authorized dealers/resellers for the products they are bidding. If bidder is the manufacturer of the product they are bidding, a signed statement of that fact **must** be included with their bid. Failure to comply with this request may be just cause for rejection of their bid. This may require multiple statements with your bid.

3.5 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.

3.6 **DELIVERY CONDITION OF EQUIPMENT:** The condition of the equipment must be internally and externally clean and rid of any trash, dirt/mud, damage and odors (e.g.: cigarette smoke) that are determined by LAC Township to be an offense. If in the event LAC Township determines the equipment must be washed or treated by a professional to rid the equipment of odors and/or dirt/mud or repair damage, LAC Township will deduct the expenses from the bidder's invoice. Additionally, LAC Township will place in the vendor's performance file a note referencing the unsatisfactory delivery.

3.7 **DELIVERY LOCATION:** The Township will make arrangements to deliver the truck to the successful vendor for installation. The successful vendor will be required to deliver the truck with completed installation back to the Township's maintenance garage and must contact LAC Township PW Foreman, Lewis Fogg, at 856-229-2611 to schedule delivery. LAC Township must receive notice a minimum of one (1) full business day prior to delivery.

3.8 **DELIVERY TIME:** Bidders must state the number of business days until delivery after receipt of a signed purchase order. Bidders shall state accurate lead times as LAC Township reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "30 - 60 business days." Vendors must be specific and state either "30 business days" or "60 business days." If Vendor states a range of days, LAC Township will base their answer on the maximum number of days provided. Vendors will be charged liquidated damages of One Hundred Dollars ($100.00) per day for delivery past the Vendor's stated delivery date.

3.9 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the Township road department.

3.10 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Delivery (in business days)	10 Points
Warranty	10 Points

3.11 **EVALUATION REVIEW:** LAC Township reserves the right to use all pertinent information that might affect the Township's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. LAC Township shall have sole responsibility for determining a reliable source. LAC Township reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of LAC Township.

3.12 **NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new equipment. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.

3.13 **NEWS RELEASES BY VENDORS:** As a matter of policy, LAC Township does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of LAC Township.

3.14 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any LAC Township representative, other than the Purchasing Division representative listed herein, concerning this Invitation for Bid, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.15 **OPEN RECORDS ACT:** LAC Township is subject to the NJ Open Public Meeting Act (NJSA 10:4 etseq.) Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and LAC Township will comply with all legitimate requests.

3.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on LAC Township property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.17 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **March 4, 2014.** Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS

4.1 **PYTHON AUTOMATED ARM:** The following specifications are considered the minimum requirements for the installation of a new automated arm. LAC Township requests that vendors bid from current inventory to expedite the installation of the arm if possible. Vendors are to bid as specified or an approved equal.

Replacement of existing Python Automated arm or equal (Quantity of One (1) to be purchased)

- Removal of existing arm and mounting brackets
- Install new Python Automated arm, lift assembly and mounting brackets on to chassis of 2006 Sterling Condor automated trash truck w/HEIL DuraPack 33 cubic yard body
- Reconnection of all hydraulic, pneumatic and electric lines to new lifter arm
- Ensure complete operation, functionality and capability of arm in lifting containers ranging from 30-300 gallons
- Grease all operations
- Meets or exceeds ANSI, SAE, and ASAE standards

4.2 **WARRANTY:** All vendors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to LAC Township.

4.3 **MANUALS:** The successful vendor shall furnish all owner's and operator's manuals for the Rotary Boom Mower Attachment.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

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

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

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 _____, 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 _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
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 to

before me this day

_____
Signature

_____, 2____

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

BID PROPOSAL FORM

_____
(Contract Title and Bid Number, if applicable)

_____
(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

_____
Amount in words

$_____
Amount in numbers

_____ _____
Company Name Federal I.D. # or Social Security #

_____
Address

_____ _____
Signature of Authorized Agent Type or Print Name

Title:_____

_____ _____
Telephone Number Date

_____ _____
Fax Number E-mail address

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

No Addendum Received	Dated
_____	_____

Acknowledged for:

_____
(Print or Type Name of Bidder)

By:_____
(Print or Type Name of Authorized Individual)

Signature: _____

Title : _____

(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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Submitted By:
Name of Firm: _____

By: _____

Title: _____

Date: _____

Lower Alloways Creek Township

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if requiredm submit the item
☑	Stockholder Disclosure Certification	
☑	Non-Collusion Affidavit	
☑	Bid Proposal Form	
☑	Acknowledgement of Receipt of Addenda	
☐	Status of Present Contracts	
☐	Equipment Certification	
☑	Bid Guarantee (with Power of Attorney for full amount of *Bid* Bond)	
☐	Public Works Contractor Certificate	
☐	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
☑	Mandatory Affirmative Action Language	
☐	Prevailing Wage	
☐	Americans with Disabilities Act of 1990 Language	
☑	Proof of Business Registration	

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