

BID SPECIFICATIONS FOR

**UNARMED SECURITY OFFICERS FOR MUNICIPAL  
COURT SECURITY**

TOWNSHIP OF OCEAN  
MONMOUTH COUNTY, NEW JERSEY

Bids will be received by the Township Manager of the Township of Ocean at the Municipal Building, 399 Monmouth Road, Oakhurst, NJ 07755, in the Township Manager's Conference Room, Second Floor on:

**March 3, 2015 at 10:30 AM prevailing time.**

**Name of Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

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**NOTE:**

Attention is directed to the fact that these Specifications include a complete set of bidding forms. In submitting a bid, please return the complete package of Specifications.

**LEGAL NOTICE**

**LEGAL NOTICE**

**LEGAL NOTICE**

TOWNSHIP OF OCEAN – COUNTY OF MONMOUTH

**TAKE NOTICE** that sealed proposals will be received by the **TOWNSHIP MANAGER** of the Township of Ocean in the County of Monmouth, New Jersey for the following:

The Township of Ocean is seeking a qualified company to furnish

UNARMED SECURITY OFFICERS FOR THE TOWNSHIP OF OCEAN MUNICIPAL COURT  
For the TOWNSHIP OF OCEAN, MONMOUTH COUNTY

as more particularly described in the Bid Specifications and Bid Proposal Forms.

**SAID BIDS WILL BE OPENED** and read in public by the Township Manager at the Township Council Conference Room, Second Floor, Town Hall, 399 Monmouth Road, Oakhurst, New Jersey, on **TUESDAY, March 3, 2015** at **10:30 a.m.** prevailing time.

**OBTAINING/EXAMINING BID DOCUMENTS:** Bid documents will be on file in the Office of the DEPARTMENT OF POLICE RECORDS BUREAU located at 399 Monmouth Road, Oakhurst, New Jersey and may be inspected by prospective bidders during normal business hours (0830am-4:30PM). Bid documents may also be obtained from the Township of Ocean website at [www.oceantwp.org](http://www.oceantwp.org)

**SUBMISSION OF BIDS:** The completed bid form and other items required shall be placed in sealed envelopes including the name and address of the bidder and "Unarmed Security" on the outside, addressed to the Township Clerk, Township of Ocean, and delivered prior to bid opening to the Township at 399 Monmouth Road, Oakhurst, New Jersey 07755.

**STATUTORY REQUIREMENTS:** Bidders are required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action); and P.L. 1963, C. 150 (Prevailing Wage) and must include a Statement of Ownership of 10% or more of the stock of the bidder corporation or partnership pursuant to P.L. 1977, C. 33 of the laws of New Jersey.

**REJECTION OF BIDS:** The Township Council reserves the right to reject any and all bids or to waive any formalities, where such formality is detrimental to the best interest of the Municipality.

By order of Mayor and Council of the Township of Ocean.

**RMC/MMC**

**VINCENT BUTTIGLIERI,**

**Township Clerk**

## **INVITATION TO BIDDERS**

### **I. OPENING OF BIDS**

At the time and place fixed for opening of bids, every bid received within the time fixed for receiving bids will be opened and publicly read aloud, irrespective of any irregularities therein person or by representative.

### **II. AWARD OF CONTRACT: REJECTION OF BIDS**

The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids, provided each such bid is responsible and it is to the interest of the Township of Ocean to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The Township of Ocean, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Township of Ocean.

The Township of Ocean reserves the right to reject any and all bids if determined to be in the best interest of the Township.

### **III. PAYMENT TO CONTRACTOR**

Payment will be made by voucher to the contractor in accordance with the normal purchasing practices of the Township of Ocean.

### **IV. NON-COLLUSION AFFIDAVIT AND BIDDER QUALIFICATION FORM**

The bidder must submit, as part of his bid proposal, a Non-Collusion Affidavit and a completed Bidder Qualification Form briefly describing the bidding organization's business qualifications.

### **V. INSURANCE COVERAGE**

The contractor shall maintain workmen's compensation insurance as required by applicable Labor Laws and Contractor's Liability insurance coverage as specified in Insurance Schedule A.

The contractor shall maintain a Certificate of Insurance with the Township of Ocean at the signing of the contract.

### **VI. HOLD HARMLESS**

The undersigned agrees to save the Township of Ocean, its agents, consultants or representatives harmless with respect to any claim or claims of liability which may be incurred by reason of or in connection with the performance of said work.

### **VII. FAMILIARITY WITH PROPOSED WORK**

The bidder is assumed to have fully informed himself of all the conditions related to the proposed contract, and to have read and understood every section and clause of the contract and all other matters which can in any way effect the work under the agreement. The contractor agrees that he will make no claims for, or of misinterpretation or misunderstanding of the contract, working conditions or because of lack of information.

#### VIII. METHOD OF AWARD

Award, if made, will be to the lowest responsible bidder whose proposal complies in all respects with the requirements therein.

Where alternate bids are requested for more than one type of product or service, the decision as to the alternates adopted and expressly reserved by the Township of Ocean, and the award of the contract combination of alternates selected, as based upon the estimated quantities, is lowest, provided that the bidder, in the opinion of the Township of Ocean, is otherwise qualified to perform the work. A contract may not be awarded to a bidder who had failed to bid on the alternate type of work or material covered in the proposal.

The Township of Ocean will not be bound by the award nor shall any work be performed on account of the proposed contract until the contract has been fully executed, delivered and approved.

The Township of Ocean reserves the right to award contract(s) in whatever manner is determined to be in the best interest of the Township of Ocean.

#### IX. NON-COLLUSION AFFIDAVIT AND BIDDER QUALIFICATION FORM

The bidder must submit as part of his bid proposal, a non-collusion affidavit and a completed bidder qualification form briefly describing the bidding organization's business qualifications.

#### X. INSURANCE COVERAGE

The contractor shall maintain workmen's compensation insurance as required by applicable Labor Laws and Contractor's Liability insurance coverage as specified in Insurance Schedule A:

The contractor **must file a Certificate of Insurance** with the Township of Ocean at the signing of the contract.

All performance bonds must provide that if the Township must enforce the performance bond by undertaking litigation, in addition to the penal sum of the face value of the performance bond, the Township may recover its reasonable attorney's fees and costs for enforcing same.

**DETAILED BID SPECIFICATIONS  
FOR  
UNARMED SECURITY FOR MUNICIPAL COURT SECURITY**

**A. PURPOSE**

The Township of Ocean intends to contract for security officers to staff the Municipal Courtroom's front lobby to screen the public by use of metal detectors prior to the public's entry into the courtroom.

**B. EXISTING CONDITIONS**

The Township of Ocean presently utilizes a *Model PD6500i Magnetometer* (walk through metal detector) at the entrance of the municipal courtroom. The magnetometer is supplemented by handheld metal scanners (wands).

**C. CORE REQUIREMENTS**

1. Security officers must be 18 years of age or older.
2. Security officers must be able to legally work in the United States.
3. Security officers shall be bonded through contract vendor.
4. Security officers must be able to speak, read and understand the English language.
5. Security officers must have a minimum of one year of experience.
6. Shall carry company identification.
7. Security officers must be able to provide direction to areas of the building for people entering the lobby.
8. Security officers must be registered and have successfully completed the basic training under the New Jersey Security Officer Registration Act.
9. Security officers must be able to operate the Township magnetometer and handheld metal detectors after a reasonable training period.

**D. GENERAL CONTRACT REQUIREMENTS**

1. Security contractor shall provide one or two security officers as needed on scheduled court days (see Annex A for current schedule).
2. Security contractor shall be responsible for all payroll taxes.
3. Security contractor shall equip its security officers with uniforms bearing the company logo/patch or similar identification.

4. Security contractor shall bill the Township weekly, or on a mutually agreeable schedule.
5. Security contractor is responsible for conducting background checks of its security officers and provide proof of such to the Chief of Police or designee.
6. Security contractor shall indemnify the Township of Ocean and its agents from its security officers' purposeful and willful bad acts, negligence or omissions.
7. Security contractor shall maintain workers' compensations insurance on its security officers.
8. Security contractor shall maintain a minimum of liability insurance as per the insurance specification reflected on page #24.
9. This contract shall not be subcontracted.
10. The security contractor shall upon request by the Township, remove from service any of its employees, who in the opinion of the Township are guilty of improper conduct or are not qualified to perform the work.
11. If the security contractor fails to provide or an officer fails to show up for any court session, the security contractor will reimburse the township the cost incurred to place a sworn officer in the security officers position.

#### **E. SECURITY OFFICERS DUTIES AND RESPONSIBILITIES**

1. Security officers must report for duty at the scheduled time and work the scheduled hours required by the Municipal Court.
2. Security officers will be under the operational control and command of the sworn police officer.
3. Security officers shall ensure that all persons and items entering the Township of Ocean Municipal Courtroom are screened in accordance with the procedures mandated by the Chief of Police or designee.
4. Security officers shall prevent prohibited items from entering the courtroom (to the best of their ability) and shall contact the police officer providing courtroom security immediately. Prohibited items include but are not limited to:
  - a. Firearms, including replicas, ammunition, munitions, pellet/BB guns
  - b. Knives, razors, scissors, darts, arrows and other edged implements
  - c. Chemical defense substances such as mace, tear gas, pepper spray, etc...
  - d. Cameras (video and still) unless the person has written permission from the Municipal Court Judge
  - e. Audio recorders unless the person has Written permission from the Municipal Court Judge
  - f. Portable computers and other electronic devices unless the person has written permission from the Municipal Court Judge
5. Security officers will be compensated at 1.5 times their hourly salary for all hours worked in excess of 40 hours in any one pay period.

**F. LICENSES & PERMITS**

The contractor shall obtain and maintain in full force and effect all required licenses, permits and authorizations necessary to perform the contract. The contractor shall supply the Purchasing Agent with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All cost associated with any licenses, permits and authorizations must be considered by the bidder in its bid proposal.

**G. CONTRACT TERM**

The length of this contract shall be for a two (2) year period with an option to renew for an additional one (1) two-year term or two (2) one-year terms. Should the Township decide to exercise the option to renew this contract, it shall be at the State of New Jersey's "Current Index Rate."

If the contractor fails to perform according to the specifications in this Contract, the Township reserves the right to cancel this contract with thirty (30) days written notice. Service during the second and any optional years shall be subject to availability and appropriation of annual sufficient funds.

**TOWNSHIP OF OCEAN  
INSTRUCTIONS TO BIDDERS  
COURT SECURITY**

I. INVITATION

Vendors are invited to bid on the items listed below in accordance with the Bid Specifications and the standard Township of Ocean terms and conditions.

II. GENERAL TERMS

Vendor is to deliver complete and is to assist in placing in service the equipment contracted for the Township. The Township of Ocean specifically reserves the right to inspect, at its convenience, the equipment delivered and to run what acceptance tests it may deem necessary.

III. DELIVERY OF SERVICES

Services and materials shall be delivered as provided in the detailed requirements.

IV. QUALITY

The Township of Ocean requires first quality services. When delivered items do not meet the Township quality standards, or where the materials delivered are incomplete or damaged, the Township of Ocean reserves the right to refuse delivery or to return the unsatisfactory item.

V. RETURN OF UNUSED MERCHANDISE

The Township of Ocean reserves the right to return defective merchandise at the time of its use or inspection.

VI. CONTRACT TERMS

Contracts will run from date of award to delivery and final acceptance of the services. Manufacturers, dealers and sales agent's warranties, guarantees, and service agreements are considered an integral part of the contract and are not limited to the contractual time of acceptance. The Township of Ocean may allow when appropriate, the vendor 90 days beyond the quoted delivery date for delivery of the contracted equipment. If the equipment is not delivered within 90 days of the specified date, the Township of Ocean specifically reserves the right to either cancel or continue the applicable contract, whichever it deems in the best interest of the Township of Ocean.

VIII. USE OF SEPARATE BID FORMS

Attention is directed to the fact that these Specifications include a complete set of bidding forms. These are for the convenience of bidders AND ARE NOT TO BE DETACHED FROM THE SPECIFICATIONS.

IX. INTERPRETATIONS AND APPROVALS

No oral interpretation as to the meaning of the Specifications including the drawing or oral approval for substitutions will be made to the bidder. Any inquiry received five or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation or approval for substitution made to a bidder will be in the form of an addendum to the specification which, if issued, will be on file in the office of the Township of Ocean. In addition, addenda will be mailed to each bidder, and it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of the Contract and all bidders shall be bound by such addenda, whether or not received by the bidder. Every request for an interpretation or approval for substitution shall be made in writing.

X. PROPOSALS

All bids must be submitted on forms prepared by the Township of Ocean and shall be subject to all requirements of the Specifications, including drawings and this Instruction to Bidders. Bid documents shall be enclosed in envelopes. They shall be sealed and clearly labeled with the words Bid Documents, the project name and name of bidder. The Township of Ocean may consider as informal any bid on which there is an alteration of or departure from the Bid hereto attached.

XI. BID GUARANTY

The bid must be accompanied by a bid guaranty, which shall be Two Thousand Five Hundred Dollars (\$2,500.00) and must be a certified check or bid bond. No bid will be considered unless it is so guaranteed. Certified check must be made payable to the Township of Ocean, Monmouth County, New Jersey. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the contract and the furnishing of performance and payment bond or bonds by the successful bidder all as required by the specifications. The Township of Ocean may make such disposition of the certified check as will accomplish the purpose for which submitted. Certified checks of unsuccessful bidders will be returned as soon as is practicable after the opening of the bids.

XII. CORRECTIONS

Erasures or other changes in the bids must be explained or noted over the signature of the bidders.

XIII. TIME FOR RECEIVING BIDS

Sealed bids will be received at the time and place set forth in the Invitation of Bids.

XIV. TAX

Tax Exempt (Municipality ID# 21-6000959)

XV. METHOD OF AWARD

Award, if made, will be to the lowest responsible bidder whose proposal complies in all respects with the requirements herein. The Township of Ocean will not be bound nor shall any work be performed on account of the proposed contract until the contract has been fully executed. Should identical bids be submitted, the Township shall immediately notify the office of the Attorney General of the State of New Jersey as required by state statute and regulations. Identical low bids will compete for the contract by means of drawing lots.

**REQUIREMENTS OF PROSPECTIVE BIDDERS  
P.L. 1977 CHAPTER 33**

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid of said corporation, 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 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed, the Disclosure shall be continued until names and addresses of every stockholders owning 10% of the stock of the bidding corporation or 10% of the stock of a corporate stockholder owning 10% of the stock of the bidding corporation or their corporate stockholders are submitted and any non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. This act shall take effect immediately.

Also enclosed herewith is the Ownership Statement Form in compliance with Public Law 1977, Chapter 33.

Also enclosed herewith in conformity with the specifications is a certified check made payable to the order of the Treasurer of the Township of Ocean in the sum of \_\_\_\_\_ (\$\_\_\_\_\_ ) or bid bond in the like amount which the undersigned agrees is to be forfeited as

liquidated damages and not as a penalty, if this bidder is the successful bidder to whom or which a contract is awarded and the undersigned shall fail to execute the contract in accordance with the specifications and/or furnish the performance guarantee bond required within the specified fifteen (15) days after award.

Also enclosed herewith are the executed standard Non-Collusion Affidavit and the Bidder Qualification Form.

Also enclosed herewith is a certificate of the \_\_\_\_\_ Company guaranteeing that if the undersigned is the successful bidder and is awarded a contract under the specifications that a performance guarantee bond will be provided to the undersigned.

Also enclosed herewith is the Affirmative Action Affidavit in compliance with the Affirmative Action Regulations PL 1975-127.

The undersigned is an individual, corporation or partnership having its principal offices at \_\_\_\_\_ and in the event that it is a corporation it is organized under the Laws of the State of New Jersey or authorized to do business thereon.

Signed \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**  
**P.L. 1975, C. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**SERVICE CONTRACTS**

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

- a. 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated fairly employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 of 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.
- b. 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, sex, affectional or sexual orientation.
- c. 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 or applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulation promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- e. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2: promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engaged in direct or indirect discriminatory practices.

- g. 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.
- h. 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 or sex, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal Court decisions.
- i. The contractor and its subcontractors shall furnish such report or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code N.J.A.C. 17:27.





**BID GUARANTEE**

Accompanying this proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond, or a Certified or Cashier's Check payable to the order of the:

TOWNSHIP OF OCEAN

In the sum of \_\_\_\_\_ dollars ( \$ \_\_\_\_\_ )

Which the Undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract for a project or the furnish of the bonds required within the stipulated time; otherwise, the check will be returned to the Undersigned.

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Witness

TITLE \_\_\_\_\_

(SEAL)

ATTACHED BID BOND

**CONSENT OF SURETY**

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum of which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**(A corporate acknowledgment and statement of authority to be here attached by the Surety Company)**

Not Ready

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Surety Company  
Attorney-in-Fact

Attest:  
\_\_\_\_\_

(Surety may substitute a similar statement subject to the owner's approval.)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SURETY SEAL

\_\_\_\_\_  
TITLE SEAL

**TOWNSHIP OF OCEAN  
Township Council**

**APPLICATION BY TYPES OF BUSINESS ENTITIES**

All types of business entities applying to the Governing Body of the Municipality shall list the names and address of all stockholders or individual partners owning at least 10% of its stock of any class, or at least 10% of the interest in the partnership as the case may be prior to any consideration by Council Members.

The Township Council respectfully requests that applicants submit a complete list of ownership for purposes of determining conflicts of interest between the applicant and council members or their professionals.

**DISCLOSURE STATEMENT**

Please check the appropriate paragraph:

(    ) 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.

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

**(CHECK ONE)**

PARTNERSHIP     LIMITED PARTNERSHIPS     LIMITED LIABILITY PARTNERSHIP  
 CORPORATION     LIMITED LIABILITY CORPORATIONS     SUBCHAPTERS CORPORATION  
 JOINT VENTURE     SOLE PROPRIETORSHIP

**STOCKHOLDERS:**

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_ HOME ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_ HOME ADDRESS: \_\_\_\_\_

Subscribed and Sworn to before me

\_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ (Name of Business)  
State of \_\_\_\_\_ County of \_\_\_\_\_ (Affiliate)  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public/Seal/Commission expires on \_\_\_\_\_ (Corporate Seal)

**BIDDER QUALIFICATION FORM**  
(N.J.S.A. 40A:11-20)

Project known as \_\_\_\_\_

Name of Prospective Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

1) How many years has your organization been in business under your present name? \_\_\_\_\_

2) Have you ever failed to complete any work awarded to you? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, state where and reasons why?  
\_\_\_\_\_  
\_\_\_\_\_

3) Has any officer or partner of your cooperation ever failed to complete a contract handled in his own name? Yes \_\_\_\_\_ No \_\_\_\_\_

4) Have any liens or lawsuits of any kind been filed against any of your contracts?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Give full details \_\_\_\_\_  
\_\_\_\_\_

5) List surety companies which have heretofore bonded you, (name, address, and amount of bond).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6) List all contracts which you are now performing or for which you have signed contracts but not started work. (owners name, location and amounts).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7) State all equipment owned by you for use in this contract.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8) Additional Remarks:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF )

I, \_\_\_\_\_ of the Municipality of \_\_\_\_\_  
(Print Name)  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ am of full  
age, being duly sworn according to the law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Print Title) (Print Name of Firm)  
the bidder making the Proposal for the above named project, and that I executed the said  
Proposal with 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 further agree that I will not  
so participate in any collusion violate the terms of the specifications, and, in particular,  
paragraph II E 1, 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 Ocean 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 contact upon and 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:

\_\_\_\_\_  
(Name of Contractor) (N.J.S.A. 52:34-15)

Subscribed and Sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_  
\_\_\_\_\_

Authorized Signature

(Print Name and Title)

\_\_\_\_\_  
Signature of Notary Public  
My Commission Expires on \_\_\_\_\_

(SEAL)

## NOTICE TO CONTRACTORS

### RE: AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C. 127 PROCUREMENT AND SERVICE CONTRACTORS

Contractors are required to comply with the requirements of P.L. 1975, C. 127

A. ALL CONTRACTORS

1. Within seven (7) days after receipt of the notification of the intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Township of Ocean.
  - a. An existing federally approved or sanctioned Affirmative Action Program.
  - b. A Certificate of Employee Information Report approval.
  - c. If the contractor cannot present "a" or "b," the contractor is required to submit a completed Employee Information Report (Form AA-302). This form will be made available to contractors by the Township of Ocean

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The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
  
(a) If yes, please submit a photo static copy of such certificate
2. Do you have a State Certificate of Employee Information Report Approval?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
  
(a) If yes, please submit a photo static copy of such certificate.

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

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**NOTE:** A contractor's contract must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L. 1975, C. 127.

# INSURANCE SPECIFICATIONS

## SCHEDULE A

The contractor shall supply the following insurance coverage:

**A. Workers' Compensation**

The Contractor shall obtain Standard Workers' Compensation Insurance covering all of the Contractor's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the state or states involved, and shall have an Employer's Liability Insurance limit of not less than \$500,000 per accident or for disease and \$500,000 per occurrence.

**B. General Liability**

The Contractor shall obtain General Liability Insurance on an "occurrence" form with a one million dollar (\$1,000,000.00) combined single limit of liability per occurrence and a three million dollar (\$3,000,000.00) annual aggregate. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and will include ISO Form CG-25-03-03-97 Amendment - Aggregate Limits of Insurance (per project).

**C. Automobile Liability**

The Contractor shall obtain Automobile Liability Insurance with a minimum combined limit of liability of one million dollars (\$1,000,000.00) per accident. Said policy must include coverage for owned, non-owned and hired autos.

**D. Umbrella / Excess Liability**

Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the limit of \$5,000,000.00 combined single limits per occurrence.

**E. Hold Harmless Provision**

Contractual Liability Insurance: The Contractor shall indemnify, defend, and hold harmless the Township of Ocean, its consultants, its officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgements, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent. The Contractor shall furnish evidence to the Township of Ocean that with respect to accomplishing the work in the Agreement, it carries said Contractual Liability Insurance in the amounts specified in Paragraph B above.

All of the above policies will provide that the Township of Ocean shall receive 30 days advance notice in writing in the event of cancellation.

The contractor shall deliver appropriate certificates of insurance evidencing the above coverage's with the insurance companies approved by the Township of Ocean.

## **BID DOCUMENT CHECKLIST**

***Failure to submit any of these document(s) is mandatory cause for rejection of bid***

			Items submitted with bid (Bidders Initials)
1	Form of Bid Proposal	Mandatory	
2	Bid Guaranty (10%) of Bid	NOT REQUIRED	
3	Consent of Surety	NOT REQUIRED	
4	Ownership Statement of Compliance	Mandatory	
5	List of Subcontractors	Mandatory	
6	Public Work's Contractors License	Mandatory	
7	NJ Business Registration Certificate	Mandatory	

***Failure to submit any of these document(s) may be cause for rejection of bid***

			Items submitted with bid (Bidders Initials)
8	Vendor Certification Form		
9	Bidder Qualification Form		
10	Non-Collusion Affidavit		
11	Exhibit A- Mandatory Affirmative Action Language		
12	Procurement and Service Contracts Language "A"		
13	Bidder's Reference Sheet		

***Documents preferred at time of bid but mandatory prior to award of contract***

14	Insurance Requirements		
15	Public Work's Contractors Registration Certificates for listed subcontractors (Effective on or before receipt of bid)		
16	Other		

**THE UNDERSIGNED BIDDER HEREBY SUBMITS THE ABOVE REQUIRED DOCUMENTS**

\_\_\_\_\_  
Name of Person preparing Proposal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

THE CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

**\*INCLUDE THIS FORM WITH PROPOSAL DOCUMENTS**