

TOWNSHIP OF HAZLET

MONMOUTH COUNTY

NEW JERSEY

CONTRACT # 2018-02

**CONTRACT NAME: REBID LEASE OF CONCESSION STAND AT THE
HAZLET SWIM & TENNIS CLUB**

THE HONORABLE SCOTT AAGRE, MAYOR

SUE KILEY, DEPUTY MAYOR

HAZLET TOWNSHIP COMMITTEE

**James DiNardo
Barbara Ronchetti**

Michael Glackin

**BUSINESS ADMINISTRATOR
Dennis Pino**

**TOWNSHIP CLERK
Evelyn A. Grandi**

BIDDER: _____

ADDRESS: _____

TEL. NO.: _____

NOTICE TO BIDDERS

The Township of Hazlet invites sealed bids for:

Contract # 2018-02

Contract Name: REBID LEASE OF CONCESSION STAND AT THE HAZLET SWIM & TENNIS CLUB

Sealed bids will be opened and read in public for consideration by the Township of Hazlet, 1776 Union Ave, Hazlet, New Jersey 07730 Thursday May 31, 2018 10:00 am **prevailing time.** All bids shall be received at the Township of Hazlet Clerks Office in of the Township Administration Building any time prior to 9:45 a.m. Bids arriving after 10:00 a.m. will not be accepted. Bids will be opened in the second floor Conference Room of the Administration Building.

All bids shall be presented to the Township of Hazlet by parties bidding or their agents previous to the time designated, or when called for by the Township of Hazlet.

Bids shall be made on the standard proposal form and be enclosed in a sealed envelope addressed to the Township Clerk at the above address. The name and address for the bidder and the name of the item must be printed on the face of the envelope. One original and one copy of the bid proposal must be submitted. Bids will be rejected if not submitted within time, date and at place designated.

In all cases, in which a bid is delivered by public or private mailing, or hand delivered, the following address and notation shall appear prominently on the front of the outside envelope:

Re: Contract # 2018-02

Contract Name: REBID LEASE OF CONCESSION STAND AT THE HAZLET SWIM & TENNIS CLUB

Township Clerk
Township of Hazlet
1776 Union Ave
Hazlet, NJ 07730

The bid documents shall be placed in an inside envelope which shall have the following endorsement in the upper right corner of the envelope:

Bid for: Contract # 2018-02

Contract Name: REBID LEASE OF CONCESSION STAND AT THE HAZLET SWIM & TENNIS CLUB

Bid opening date: Thursday May 31, 2018

Bid Opening time: 10:00 AM

Bidders who elect to utilize public or private mailing for delivery of bid assume the burden of correctly addressing the envelope.

The guaranty accompanying the bid proposal shall be given in the amount of ten percent (10%) of the maximum delivered price, but not to exceed twenty thousand dollars (\$20,000), and may be given at the option of the bidder by a certified check or a bid bond from a reputable insurance company licensed in the State of New Jersey.

Bidders shall comply with the Affirmative Action Requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C. 17:27 et seq.as amended from time to time.

The Township Committee reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township Committee reserves the right to waive informalities as the Township may deem to be in its best interest.

All Contract documents are to be submitted intact in accordance with bidder’s checklist. All erasures, interpolations, and other physical changes in the bid form shall be signed or initialed by the bidder.

By the order of the Township of Hazlet
Evelyn A. Grandi
Township Clerk

To be published: May 18, 2018

Check Box 1
BID DOCUMENT SUBMISSION CHECKLIST

_____ TOWNSHIP OF HAZLET _____

**REBID LEASE OF CONCESSION STAND AT THE
 HAZLET SWIM & TENNIS CLUB**

(Project Name)

2018-02

(Project or Bid Number)

The bid document is to be returned in the exact same page order that it was received in.

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
 (N.J.S.A. 40A:11-23.2)**

Required with Submission Of Bid (Township's checkmarks)	Initial each item Submitted with Bid (Initial each item)
<input type="checkbox"/>	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>
<input type="checkbox"/>	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>
<input checked="" type="checkbox"/>	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>
<input checked="" type="checkbox"/>	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)
<input checked="" type="checkbox"/>	Corporate Disclosure Statement

**B. Failure to submit the following documents may be a cause for the bid to be rejected.
 (N.J.S.A. 40A:11-23.1b.)**

Required with submission of bid (Township's checkmarks)	Initial each item submitted with bid (Bidder's initials)
<input checked="" type="checkbox"/>	A Bid Proposal Form
<input checked="" type="checkbox"/>	Bidder's Qualification Sheet
<input checked="" type="checkbox"/>	Checklist of required documents signed below
<input checked="" type="checkbox"/>	Experience Sheet
<input checked="" type="checkbox"/>	A Business Registration Certificate
<input checked="" type="checkbox"/>	American with Disabilities

Required with submission of bid (Township's checkmarks)	Initial each item submitted with bid (Bidder's initials)
<input checked="" type="checkbox"/>	Affirmative Action Requirements
<input checked="" type="checkbox"/>	Bidders Personnel
<input checked="" type="checkbox"/>	Submission of a Non-Collusion Affidavit (this form must be Notarized)
<input checked="" type="checkbox"/>	Resolution of Authorization if Bidder is a Corporation
<input checked="" type="checkbox"/>	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment
<input checked="" type="checkbox"/>	Corporate Resolution (if applicable)

<input checked="" type="checkbox"/>	Proof of Insurance
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<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran
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Check Box 1

The following items, as checked, shall be required after award of the contract:

- Performance Bonds _____
- Certification of Insurance _____√_____
- Signed Contracts _____√_____
- Maintenance Bond _____
- State Public Works Contractors Registration _____

If you are chosen as the lowest responsible bidder, you will be required to provide the Township with a copy of the State Public Works Contractors Register Certificate. This certificate must be dated on or before the date this bid is submitted.

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements, and reviewed entire bid package

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

GENERAL BID SCHEDULE

- Advertisement Date May 18, 2018
- Pre-Bid Meeting
- Questions from Vendors Cut-off May 24, 2018
- Bid Opening Date May 31, 2018
- Award Date (Estimate) June 15, 2018
- Project Start date (Estimate) June 20, 2018
- Project End date (Estimate) September 4 , 2019

BIDDERS QUALIFICATION STATEMENT

1. How many years have you been in business under your present business name?

2. Have you, your organization, partners or officers failed to complete a municipal contract or defaulted under any such contract? If yes, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)

3. Did you, your organization, partners or officers ever withdraw your bid after being designated the lowest bidder on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)

4. Have you, your organization, partners, or officers been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

5. Are there any unsatisfied judgments recorded against you, your organization, partners, or officers? If so, give details, including the name and the address of each judgment creditor and the amount of each judgment.

6. The period of time you, your organization has been continuously engaged in this type of development, operation and maintenance program in New Jersey under the name in which the proposal is submitted.

Any information submitted in the Bidder's Qualification sheet which is false or misleading may be grounds for disqualification of the bidder and rejection to his bid.

INFORMATION FOR BIDDER

DEFINED TERMS

Wherever the words defined in the Article or pronouns in place of them are used in the Contract and the Specifications, their intent and meaning shall be interpreted as follows:

As Directed, As Required, Etc.

Wherever in the specifications the words "as directed", "as required", "as permitted", or words of like import are used, it shall be understood that the direction, requirements, or permission of the designated contact person for each site is intended, and similarly the works of like import, shall mean approved by or acceptable and satisfactory to the contact person for each site.

Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder

Any individual, firm or corporation submitting a proposal for the work contemplated acting directly or through a duly authorized representative.

Change Order

A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision of the work, or an adjustment of the contract amount or contract time.

Clerk

The clerk of the governing body if the Owner be a County or Municipality.

Contract

The agreement covering the performance of the work, together with all supplementary documents, including Notice to Contractors, Information for Bidders, Proposal, Executed Contracts, Contract Bond, General Conditions, Specifications including General Specifications are to be treated as one instrument whether or not set forth at length in the form of the contract.

Contract Price

The total moneys payable to the Contractor under the Contract Documents.

Contract Time

The number of calendar days stated in the Contract for the completion of the work.

Contractor

The party of the second part designated in the contract entering into the contract for the performance of the work required by it acting directly or through agents or employees.

Counsel

The person or firm holding the position or acting in the capacity of legal counsel for the Owner in the performance of the work contemplated.

Drawings or Plans

Please see attached drawings for this project.

Engineer

Whenever the word Engineer is used in reference to the work or any part thereof in these specifications of the Contract, it shall be understood to apply and refer to the professional engineering representative of the Owner, duly authorized to represent the Owner in the execution of the work covered by the Specifications and Contract. The term "Engineer" or the pronouns used in place thereof shall refer to acting either directly or through assistants under him, limited to the particular duties entrusted to them.

Modification

(a) a written amendment of the Contract Documents signed by both parties, or (b) a change order, or (c) a written clarification or interpretation issued by the Engineer.

Owner

A public body or authority, association, partnership, corporation or individual for whom the work is to be performed; the party of the first part in the Contract.

Personal Injury

Shall be interpreted to mean "Bodily Injury" for insurance coverage purposes.

Plans

All drawings or reproductions of drawings, pertaining to the construction of the project.

Project

The design or scheme used and set forth on the plans and to be carried out by the specifications in order to complete the work in a manner satisfactory to the Engineer.

Project Representative

An Authorized representative of the Owner assigned, under the supervision of the Engineer, to the observation of the work.

Proposal

The approved prepared form on which the Bidder will or did submit his, their or its prices for the work contemplated.

Proposal Security

The security designated in the proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Owner if the work is awarded to him.

Roadway

That portion of the highway included between the gutter or side ditch lines, reserved for the accommodation of the traveling public, and its appertaining structures and slopes, and all ditches, channels, waterways, etc., necessary to its correct drainage.

Shop Drawings

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material, or some portion of work.

Specifications

All of the specifications and modifications thereof appended hereto, pertaining to the method or manner of performing the work or to the quantities or qualities of materials to be furnished.

Subcontractor

Any individual, firm, partnership, or corporation having a direct contract with the contractor for doing work or for furnishing material, worked to a special design according to the Plans or Specifications of this work, but not including those who merely furnish material not so worked.

Substantial Completion

The date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraphs herein before.

Surety

The corporate body which is bound with and for the Contractor who is primarily liable and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work which he has contracted.

Township

The Township of Hazlet, a Municipal Corporation of the State of New Jersey with principal officials at 1776 Union Ave, Hazlet, New Jersey, being the party of the first part, or any officer or agent duly authorized to act on its behalf.

Work

Any and all obligations, duties and responsibilities necessary to the successful completion of the project under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

Working Day

A calendar day, exclusive of Saturdays, Sundays, legal holidays, on which, in the sole opinion of the Township, weather and working conditions permit the Contractor to make effective use, during normal working hours, of not less than one-half of his normal current daily man-hours.

RECEIPT OF BID: Bids will be opened at the time and place specified in the "Notice to Bidders". The Township suggests that all bids be delivered by hand to the Municipal Clerk at the Municipal Building and takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services. No bids will be accepted after the time designated for the opening of bids.

BID FORM: Bids must be submitted on the "Bid Proposal" form which is included in the bid package. All blank spaces must be filled in. All proposals shall be typewritten or penned on the forms. Unit prices and totals must be inserted in the space provided. Insert N/A in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the bidder in ink. Failure to comply may be cause for rejection of the bid. Where discrepancies occur between the unit figure and the extension, the unit price will prevail.

The bid form is included in the contract documents; additional copies may be obtained from the Purchasing Manager.

Bid forms must be completed in ink or typed. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

Bids by corporations must be executed in the corporate name by the president or a vice-president (**or other corporate officer accompanied by evidence of authority to sign**) and the corporate seal shall be affixed and attested by a secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner; his/her title must appear under his/her signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The bid shall contain an acknowledgement of receipt of all addenda (the numbers of which shall be filled in on the bid form).

If a unit price or a lump sum already entered by the Bidder on the bid form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the bidder in ink.

The bids received will be compared on the basis of the summation of the lump sum amounts bid, and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the bid and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words in the proposal shall govern any errors found in said products, and in the addition, will be corrected.

SIGNATURE ON BID FORM: The bid proposal must be signed by the individual bidder and his signature witnessed by another person. If the bidder is a partnership, all partners must sign and their signatures witnessed by another person. If the bidder is a corporation, the bid must be signed in the name of the corporation by a chief executive officer and witnessed by a recording officer.

BONDS OR SECURITY REQUIRED:

BID SECURITY: Refer to the Checklist of Required Documents to see if bid security is required for the attached proposal. The amount and type of bid security is stated in the advertisement and Notice to Bidders. The required security must be in the form of a certified check, cashier's check, or surety bid bond of the Bidders, payable to the Township. The amount of the bid security shall be 10% of the total bid, but not more than \$20,000. If the Bid security is in the form of a surety bid bond, said surety shall be licensed to conduct business in the State of New Jersey and named in the current list of "Surety Companies Acceptable on Federal Bonds", as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful bidder will be retained until he/she has executed the Agreement and has furnished the required contract security within 10 days of the Notice of Award. The Township may annul the Notice of Award and the bid security of that bidder will be forfeited.

Bid Security will be returned to all except the three apparent lowest bidders within ten (10) working days after the opening of bids, and to the three lowest bidders within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

PERFORMANCE BONDS: When required as part of the contract documents, the awarded vendor shall within ten (10) days after the award of the contract, obtain, pay for and deliver to the Township of Hazlet, a performance bond for one hundred percent (100%) of the total contract sum satisfactory to the Township and executed by a surety company licensed to do business in the State of New Jersey. Such a bond shall bear the same date as, or dates subsequent to, the date of the contract. The said bond shall assure fulfillment of the contract in all respects and shall provide for payment in the event of the contractor's failure to perform all of its obligations according to the contract and make full reimbursement to the Township of Hazlet for all expenses incurred in making good any default. This bond shall also contain a waiver of notice being required for alternations, additions, deductions, extensions of time or other modifications of the contract as ordered.

MAINTENANCE BONDS:

Unless otherwise specified, before final payment is made as herein provided, the Contractor shall furnish a Surety Corporation Bond to the Owner in a sum equal to:

1. Fifty percent (50%) of the final adjusted Contract amount if such amount be \$25,000 or less;
2. Thirty percent (30%) of the final adjusted Contract amount if such amount be greater than \$25,000 but less than \$75,000; and
3. Ten percent (10%) of the final adjusted Contract amount If such amount be \$75,000 or more

The Bond and Surety Corporation shall be satisfactory to the Owner and the Bond shall remain in full force and effect for a period of one (1) year from the date of final payment for the work by the Owner and shall provide that the Contractor and the Surety guarantees to replace for the said period of one year from the date of final payment for the work, all work performed and/or all materials furnished that was not performed or were not furnished according to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year.

CONSENT OF SURETY: The consent of surety form shall be returned with the bid proposal if the contract documents require a performance bond. Consent of surety which reserves any right for the surety, after the award of

the contract to the bidder, to decline to issue the performance bond will not be accepted. Bids accompanied by such consent of surety will be rejected.

ADDENDA: Any addendum issued from time to time to provide additional information to the bidders shall become an integral part of this bid package. Receipt of addendum shall be acknowledged by the bidders in the space provided on the bid proposal form.

QUESTIONS REGARDING PLANS & SPECIFICATIONS: Should any bidder be in doubt as to the intent of the plans and/or specifications, he should immediately notify the Purchasing Manager in writing, who will then send a written addendum to all bidders recorded as receiving bidding documents covering the point in question. Bidders may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all questions must be received by the Purchasing Manager no later than eight (8) days prior to the bid opening date. Questions received less than eight days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Before submitting bids, the bidder shall apply in writing to the Purchasing Manager for clarification or interpretation of any conflicting information between two or more statements in the plans and specifications. If such clarification is not requested before bidding, the bidder shall be responsible for doing such work and furnishing such materials as is necessary to comply with whichever interpretation of the plans and specifications the Township may, during construction, judge to be proper.

QUALIFICATIONS OF BIDDERS

To demonstrate his/her qualifications for the project, each Bidder must be prepared to submit within five (5) days of the Township's request, additional written evidence such as financial data, previous experience, equipment maintenance records, and evidence of authority to conduct business in the jurisdiction where the project is located.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting his/her bid, each Bidder should (a) examine the contract documents thoroughly, (b) visit the sites to familiarize himself/herself with the local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with Federal, State and Local Laws, Ordinances, Rules and Regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents.

Reference is made to the General Requirements (where applicable) of the specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work. The Township will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his/her bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for performance of the work within the terms of the contract documents.

The submission of a bid will constitute an incontrovertible representation of the Bidder that he/she has complied with every requirement of the examination of contract documents and site paragraphs.

WITHDRAWING BID: The Township reserves the right to reject any or all bids and to waive any minor informality in any bid should it be deemed in the best interest of the Township to do so. Bids may be rejected for any of the following reasons:

1. Failure to complete the Ownership Disclosure Statement.
2. Failure to complete the Affidavit of Non-Collusion.
3. Failure to properly complete the Bid Proposal form.
4. Failure to submit bid security (if required).
5. Failure to complete Affirmative Action Certification.
6. Failure to comply with specifications (insertion of additional conditions, provisions, or stipulations).
7. Failure to provide Consent of Surety
8. Failure to provide listing of subcontractors
9. Failure to sign addenda page
10. Failure to provide Business registration certificate.

PROCEDURES ON AWARD OF CONTRACT:

THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND WAIVE ANY AND ALL INFORMALITIES, AND THE RIGHT TO DISREGARD ALL NONCONFORMING OR CONDITIONAL BIDS OR COUNTERPROPOSALS.

In evaluating bids, the Township shall consider the qualifications of the Bidders whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. The Township may consider the qualifications and experience of subcontractors and other persons and organizations, including these who are to furnish the principal items of material or equipment proposed for the portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. The Township may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Township's satisfaction within the prescribed time. The Township reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the Township's satisfaction.

If a contract is to be awarded, it will be awarded to the highest monthly responsible bidder whose evaluation by the Township indicates to the Township that the award will be in the best interests of the project. The Township reserves the right to award the bid to more than one vendor when it is deemed to be in the best interest of the Township to do so.

If the contract is to be awarded, the Township will give the apparent successful Bidder a Notice of Award within 60 days after the day of the bid opening. Exception to this schedule would be in accordance with N.J.S.A 40A:11-24 which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed". All prospective bidders are advised of this schedule since all proposals must be firm when bid, and must remain so for 60 days or such longer period as the Township and the bidders may agree.

Simultaneously, with delivery of the executed counterparts of the Agreement to the Township, contractor shall deliver to the Township the required contract security.

NOTIFICATION OF AWARD: On passage of a Township Committee Resolution awarding the contract, the Legal Department will forward three (3) sets of contract documents to the successful bidder for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful bidder shall return all (3) sets of the contract documents to the Legal Department with a proper performance bond and requisite insurance certificates attached if it is required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the bidder, the contract documents will be submitted to the Township Attorney for review and approval.

If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Township. A fully executed copy will then be returned to the successful bidder by the Municipal Clerk. No Resolution of Award will become binding on the Township at any time before the contract documents have been executed by the Mayor and Municipal Clerk.

Should any successful bidder, upon being notified, fail to execute a contract with ten (10) days of such notification with the Township of Hazlet, the Township will be free to award the contract to another bidder, and the Township shall have the right to proceed against the guaranty accompanying the bid.

EQUAL OR TIE BIDS: The Township of Hazlet reserves the right to award, in its discretion, to any of the tie bidders which serves the best interest of the Township with reference to the information submitted with the proposals.

ASSIGNING THE CONTRACT: The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Township.

SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the advertisement, and Notice to Bidders shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the Bid Security and other required documents.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

OPENING OF BIDS: Bids will be opened as indicated in the advertisement and Notice to Bidders.

BIDS TO REMAIN OPEN: All bids shall remain open until such time as the Township has entered into a contract with the successful low bidder, or a period not to exceed sixty (60) days after the day of the bid opening. The Township, in its sole discretion, may release any bid and return the Bid Security prior to that date.

Bid Security in the form of certified or cashier's checks will be returned to all, except the three apparent lowest bidders within ten working days after the opening of bids, and to the three lowest bidders, within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

PAYMENT ON CONTRACT: The contract price shall be payable either in one lump sum or as indicated in the Bid Specifications following satisfactory completion of the contract and presentation of a properly executed purchase voucher and the acceptance of the approving authority that the work has been completed to standards. Effective September 1, 2006, payment to contractors on construction-related contracts is subject to the Prompt Payment Law, NJSA 2A:30A-1 et seq..

The Contractor must certify, with a return receipt, the date they submitted a purchase voucher to the Township Finance Department. If the voucher is hand delivered by the Contractor, it must be left at the Finance Department only and the Contractor must receive a written sign-off from the Township employee accepting same.

Since these bills require Committee approval to authorize payment, the timeline is delayed so that the bills may be reviewed at a public meeting within the twenty (20) calendar days after the purchase voucher submission.

If the purchase voucher or invoice is *approved* at the meeting, the bill must be paid within the payment cycle following the meeting. If a local unit fails to make timely payments, and does not notify the contractor in writing of the amount withheld and the reason, it will be subject to the provisions of NJSA 2A:30A-1 et seq.

If the work is *not approved and certified*, the contractor must be promptly given a written statement of the amount withheld and the reason. Failure of the Township to make a timely payment or provide a written reason for withholding payment will subject it to the provisions of NJSA 2A:30A-1 et seq.

If a dispute arises between the parties regarding bill payment, said dispute shall be submitted to some form of alternate dispute resolution.

DISCLOSURE OF OWNERSHIP STATEMENT: The bidder warrants and represents that he has furnished a true statement of all the information required for the completion of the Disclosure of Ownership Statement.

AFFIDAVIT OF NON-COLLUSION: This affidavit must be submitted with the bid proposal form and it must be notarized.

AMERICAN GOODS: During the performance of this contract, the contractor agrees to comply with the provisions of N.J.S.A. 40:11-18.

THE CONTRACT - The following shall be deemed to be part of the Contract:

- * Notice to Bidders
- * Information for Bidders
- * Specifications
- * Proposal
- * All Addenda issued by the Township prior to the receipt of bids

All of the above, taken as a whole, shall constitute the Contract Documents. Any work exhibited in the one and not the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design as decided and determined by the Township.

INSURANCE - The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Township. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Township. The Contractor shall furnish the Township with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsement or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days notice to the Township. The policies and endorsements shall be specifically referred to the Township as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey which are satisfactory to the Township.

“INFORMATION FOR BIDDERS” AS PART OF THE CONTRACT: The terms and provisions set forth under the heading “INFORMATION FOR BIDDERS” are hereby made a part of the terms and conditions of the proposed contract.

ERRORS IN PRICE CALCULATION - Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words.

EXTRA CHARGES - All services quoted are exclusive of New Jersey State Sales Tax and are on the basis of completion.

PERIOD OF CONTRACT - The contract shall cover the period specified on the bid sheet. Start dates listed are approximate. Contracts shall begin with formal date of award.

AVAILABILITY OF FUNDS - The Township's obligation hereunder is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Township for payment of any money shall arise unless and until funds are made available each year.

TRANSITIONAL PERIOD - In the event the services are terminated either by the contract expiration or by termination by the Township of Hazlet, it shall be incumbent upon the contractor to continue the service until new services can be completely operational. At no time shall this service extend more than 90 days beyond the expiration date of the existing contract. Vendor will be reimbursed for this service at the prior contract rate.

PROCEDURAL REQUIREMENTS AND AMENDMENTS - Should the contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matters for consideration and decision.

There may be a meeting with the successful contractor and the prior to the start of the contract. At this time the contractor will be required to submit a plan of operation to the using agency.

By submitting a proposal, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he not make any claim for, or have right to cancellation or relief because of any misunderstanding or lack of information.

CONTRACTOR'S REQUIREMENTS FOR REGISTRATION – As stipulated by P.L.1999, c.238. no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, c.150 (C.34:11-56.26), unless the contractor/subcontractor is registered with the New Jersey Department of Labor.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS- The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

N.J.S.A. 52:32-44/P.L. 2009 c.315 requires that each bidder (contractor) submit proof of business registration prior to award of contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
3. During the term of this contract, the contractor and its affiliates shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110(C.5:12-92),or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25

for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with contracting agency.

PREVAILING WAGE ACT (WHEN APPLICABLE) – Pursuant to NJSA 34:11-56.25 et seq. successful bidders on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record. Such certified payroll record must be submitted within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 12:60-6.1(c). 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 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

§:

COUNTY OF _____

I, _____ of the _____

of _____ in the County of _____

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

I am _____

of the firm of _____

The Bidder making the proposal for the above named project, attests that they execute 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 that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ of _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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 _____
(Also type or print name of affiant under signature)

NOTARY PUBLIC OF

My Commission Expires _____

**STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)**

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 Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

I certify that 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.

OR

I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.
(Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of _____, 2_____. _____ (Affiant)

(Notary Public)

My Commission expires:

(Print name of affiant and title if applicable)
(Corporate Seal if a Corporation)

Check Box 5

AFFIRMATIVE ACTION CERTIFICATION

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L.1975,C.127) N.J.A.C. 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 Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of letter).
OR
2. A photocopy of their approved Certificate of Employee Information Report.
OR
3. An Affirmative Action Employee Information Report (Form AA302)
OR
4. All successful construction contractors 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 N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27.

The following questions must be answered by all bidders:

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

YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a State 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 N.J.S.A. 10:5-31 et seq (P.L.1975,c.127) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: a contractor's bid must be rejected as non-responsive if a contractor fails to comply with Requirements of N.J.S.A. 10:5-31 et seq, within the time frame.

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, up-grading, 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.

EXHIBIT A (Cont)

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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Name and Title of Signer (Please Print or Type)

IMPORTANT: This form must be completed by Bidder.

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Contractor and the Township of Hazlet do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 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 Township 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 by law.

Signature

Date

SITE VISITATION STATEMENT

I, _____

Of _____

the Bidder making Bid for Contract #2018-02: _____ certify that I or my authorized representative has personally inspected the job sites.

By: _____
Signature

Title

Typed or Printed Name of Bidder

(Corporate Seal)

Subscribed and sworn to before me this _____ day of _____, 2018.

(Seal)

My Commission Expires On: _____

IMPORTANT: This form must be completed by Bidder if required

ACKNOWLEDGMENT OF REVISIONS OR ADDENDA

**LEASE OF CONCESSION STAND AT
THE HAZLET SWIM & TENNIS CLUB**

(Name of Project)

2018-02

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

I _____, acknowledge receipt of the following addenda and or revisions.
They are as follows:

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgement by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

SUBCONTRACTOR LIST

Prime subcontractors shall be all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting and all kindred work; steam power plants, steam and hot water heating and ventilating apparatus and all kindred work; electrical work; and structural steel and ornamental iron work. If needed in the performance of this bid, the following prime subcontractors will be employed to perform the following work.

1. Name & Phone #: _____

Address: _____

Work: _____

2. Name & Phone #: _____

Address: _____

Work: _____

3. Name & Phone #: _____

Address: _____

Work: _____

4. Name & Phone #: _____

Address: _____

Work: _____

5. Name & Phone #: _____

Address: _____

Work: _____

EXPERIENCE STATEMENT SHALL BE ATTACHED FOR EACH OF THE ABOVE SUBCONTRACTORS. All prime subcontractors must be listed above. Prior to award of contract, the successful contractor must provide to the Township the names of all subcontractors including non-prime subcontractors along with copies of their business registration certificate and public works contractor registration license. Payment will not be made for unauthorized subcontractors.

Signature

Date

BIDDERS PERSONNEL

NOTE: Give the names of all officers of corporation

NOTE: Give the name of the executive who will give personal attention to work whenever required.

NOTE: List name and relations to any Township of Hazlet Employee, Board Member or Committee.

BID SECURITY

This proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

- A. Surety Bid Bond _____
- B. Certified/Treasurer's Check _____
- C. Cashiers Check _____

The amount of _____ (\$ _____) payable to the Township of Hazlet

The Bidder hereby agrees that if this proposal shall be accepted by the Township, and the Bidder shall fail to execute and deliver the contract and the required Performance Bond or other required documents in accordance with the requirements of this proposal and other sections of the contract documents within the time specified, then the Bidder shall be deemed to have abandoned the contract and thereupon the proposal and acceptance shall be null and void and the security accompanying the proposal shall be forfeited to, and retained by, the Township, as liquidated damages for such failure or neglect, and to indemnify the Township for any loss which may be sustained by failure of the Bidder to execute the contract and furnish documents as aforesaid. Nothing in the specifications and contract documents shall prevent the Township from recovering actual damages over and above the sum of the forfeited bid security.

In compliance with the laws of the State the Bidder is:

- An Individual _____
- A Partnership _____

of _____ having principal offices at _____

CONSENT OF SURETY

In consideration of the premises, and of one dollar to it in hand paid by the Bidder, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the Township, and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded, it will pay, on demand, to the said Township any difference(s) between the sum bid by said corporation, person or persons and the sum which the said Township may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers, this

_____ Day of _____ 2018.

ATTEST:

BY _____

_____ (SEAL)

Surety

ATTEST:

BY _____

Title

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that _____ be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its Board of Directors held on _____ day of _____, 20____.

SEAL OF CORPORATION

Secretary

MAILING ADDRESS _____

The terms used in this bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20____

**TOWNSHIP OF HAZLET
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX 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 the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action 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 EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the 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**

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department'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.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

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 below-referenced person or entity. I acknowledge that the Township of Hazlet 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 contracts with the Township of Hazlet to notify the Township of Hazlet in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Township of Hazlet and that the Township of Hazlet at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

DEBARRED, SUSPENDED and DISQUALIFIED BIDDER AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF)

I, _____ of the Township of _____
_____ in the county of _____ and the State of _____
being of full age, being duly sworn according to law on my oath depose and say that;

I am _____, an officer of the firm(s) of _____
_____ the bidder making the proposal for the above named work, and that I executed the said proposal
with full authority to do so; that said bidder at the time of making this bid, {as applicable, insert "is" or "is
not"} included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified
Bidders; and that all statements contained in said proposal and in this affidavit are true and correct, and made
with the full knowledge that _____ as Local Unit relies upon the truth of the
statements contained in said proposal and in the statements contained in this affidavit in awarding the
contract for said work The undersigned further warrants that should the name of the firm making this bid
appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to,
and during the life of the contract, including the Guarantee Period, that the Local Unit shall be immediately
so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a contractor is subject to debarment,
suspension and/or disqualification in contracting with the State of New Jersey and the Department of
Environmental Protection if the contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed
therein, and as determined according to applicable law and regulation.

Name and Address of Contractor

Name and Title of Affiant

Subscribed and Sworn
Before me this _____ day
Of _____, 20____

Notary Public of

My commission expires _____, 20____

Signed: _____
By: _____
Signature of Officer or Individual

If BIDDER is:

An Individual

By _____
(SEAL)

(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____
(SEAL)

(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____
(SEAL)

(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above)

NO DEVIATIONS AND/OR EXCEPTIONS

Any and all deviations or exceptions from the specifications may be rejected; delivery shall be in conformance to the specified requirements contained herein.

The Township reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township reserves the right to waive informalities as the Township may deem to be in its best interest.

Signed: _____

By: _____
Signature of Bidder (Officer or Individual)

Firm: _____

Address: _____

Date: _____

SPECIFICATIONS

THE FOLLOWING GENERAL REQUIREMENTS SHALL APPLY TO ALL LOCATIONS

PERIOD OF CONTRACT

After receipt by him of the acceptance of his proposal, the Contractor shall complete the performance of the entire work within the time specified as follows:

24 Months

INSURANCE/BACKGROUND CHECKS

The contractor is responsible to conduct adequate background checks on all employees and/or subcontractors working at Township facilities. Contractors and/or subcontractors must be bonded, show proof of insurance coverage naming the Township as an additional insured, and workers' compensation insurance.

CANCELLATION OF CONTRACT

Any contractor accumulating two (2) "unsatisfactory service" notices in a sixty (60) day period may be dismissed within ten (10) days of receipt of a contract cancellation notice from the Township.

CHANGE ORDERS

ANY SUBMISSION FOR PARTIAL OR FINAL PAYMENT SHALL INCLUDE ANY AND ALL CHANGE ORDER REQUESTS AS OF THE DATE OF SUCH SUBMISSION. VENDORS WILL NOT BE PAID FOR ANY POST-DATED CHANGE ORDER SUBMITTED AFTER THE PAYMENT REQUEST VOUCHER HAS BEEN RECEIVED BY THE PURCHASING DEPARTMENT.

EMERGENCIES

If an emergency arises the contractor is responsible for contacting the Township's point of contact within a two (2) hours time frame. The contractor must supply the Township of Hazlet a cellular phone number to be able to call if an emergency arises.

PENALTIES

In the event of a default in performance by the contractor, the Township will suffer damages. Certain of these damages may be reasonably ascertained; however, others consist of intangible losses, which are difficult to accurately calculate and assess. For those tangible losses the contractor shall be liable for, the Township may deduct from any amount then due to the contractor, liquidated damages in the amount of \$100.00 per day for each failure on the part of the contractor to perform any of the "LEASE OF CONCESSION STAND AT THE HAZLET SWIM & TENNIS CLUB" described herein. The sum determined pursuant to this paragraph is not a penalty, but an attempt to

reasonably forecast the potential harm due to intangible losses caused by the contractor's breach. The contractor acknowledges that in submitting its bid and in accepting the award of this contract, it has ascertained the risk of non-performance under this paragraph to the same extent as if the contractor and the Township had negotiated the amount of liquidated damages at arm's length.

The election of the Township to refrain from assessing liquidated damages for any failure of the contractor shall not constitute a waiver on the part of the Township in the event it shall later elect to terminate the contractor for breach, or to collect liquidated damages as specified herein. If the amount of liquidated damages due from the contractor exceeds the amount of all monies due and to become due to the contractor, the contractor shall pay the balance to the Township. Nothing herein shall prohibit the Township from pursuing any claim for compensatory damages for all actual losses resulting from the contractor's failure to comply with the terms of the contract.

LOCATION SECURITY

Buildings, gates, and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working.

Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.

INSURANCE

The contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work. Contractor must maintain Workers' Compensation insurance in accordance with laws of the State of New Jersey. The contractor shall also have and maintain Employers Liability Insurance. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the \$2,000,000. Municipality must be named as an additional insured.

EQUIPMENT MAINTENANCE

The Contractor is responsible for the maintenance of its equipment at all times and this equipment must be in proper working order at all times. If for any reason the contractor cannot perform assigned work because of improperly working equipment, this shall constitute an event of default and, the Township shall have the right, in its discretion, to terminate the contract, and engage other contractors to complete the work of the contract.

HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the Prevailing Wage Rate laws, the Americans With Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

WORK AUTHORIZATION

Work not authorized is prohibited and will not be compensated. At all times the Contractor will be under the direction of the Director of Recreation or his duly authorized designee in carrying out authorized work, but such direction will not include requiring changes to the contractor's means and methods of performing the work. Failure to comply with the specifications or directives of the Director of Recreation or his duly authorized designee may result in the immediate termination of the contract by the Township.

CONTACT PERSON

Contractor shall identify in writing Contact Person who will be point person for all communications and/or requests.

WORKING HOURS

All hours worked shall be as requested and approved by the Director of Recreation.

TECHNICAL SPECIFICATIONS

The Township of Hazlet is seeking vendors who will be contracted for running a concession for the sale of prepared and pre-packaged food at the Township Swim & Tennis Club.

The vendor shall operate the food vending operation and provide prepared and pre-packaged food to customers and patrons of the Hazlet Township Swim & Tennis Club from opening day until the Swim & Tennis Club closes its operations.

Hours and Days of Operation: The Snack Bar will be open for the Swim Club Open House on May xx, 2018 from 12 Noon until 4:00 pm and then for the season starting on Saturday, May xx and each weekend thereafter (including Memorial Day) until June xx when it must be open whenever the Pool Club is open for general membership (typically 11 am until 8 pm, Saturday – Thursday, 11 am until 10 pm. Friday). The club will close for the season on or about Labor Day, September 3, 2018. With the approval of the Township, the snack bar may be operated during other periods of club use (swim meets, private events, special events, etc.). Accommodations will be made allowing for early closure of snack bar in the event of inclement weather or insufficient daily club attendance. The Township reserves the right to change times of operation with notice to the vendor.

MINIMUM OPERATIONAL STANDARDS: The following minimum standards for the vendor's operation of the prepared and pre-packaged food operation shall be as follows:

- During its open times, there must be an experienced, full-time adult manager on site at all times. The successful vendor will be responsible for the hiring, training and payment of all employees, and must have an adequate number of employees on site at all times to efficiently and properly perform all necessary services. All hiring and employment must be in compliance with all State and Federal Statutes and Regulations, including but not limited to applicable wage and hour requirements. The Township may require proof of such compliance upon reasonable notice.
- The quality and extent of the menu shall be a typical deli-food service operation. A sample of the menu including food, beverage and snack items and the prices that will be charged for each item must be included with bid submission. Any "Combo" deals should be listed separate from their component parts. Menu shall include hot food to be served during all hours of operation.
- Vendors are encouraged to sell related non-food items that are complimentary to the Swim and Tennis Club operation. All such items for sale are subject to the Township approval.
- The speed of service shall be reasonably equivalent to the speed of similar service offered in vicinity.
- Vendor shall train its employees in courtesy and with an understanding of the need to be customer service oriented.
- Vendor shall conduct its operations with sufficient oversight to assure that the public, patrons, customers and others coming into contact with vendor food operations are treated with courtesy and as valued customers.
- Vendor shall comply with all health laws, fire laws and zoning laws relating to its operations. Any required licenses and permits, whether from the Township, County or State shall be secured at vendor's expense.

- The facilities used by vendor shall be kept in a clean and orderly condition. The vendor shall be responsible for the removal of all waste in and around the Snack Bar, eating areas, and the transportation of same to the designated trash area. No garbage shall be left or stored within the pool premises at any time.
- Vendor is responsible to ensure compliance with all applicable recycling and waste separation and disposal laws of the State of New Jersey and the Township of Hazlet.
- Vendor shall be responsible for taking all necessary steps to comply with a reasonable request made by the Township and/or Pool Management.
- The awarded vendor shall be responsible for the maintenance, repair and upkeep of all equipment located in the Snack Bar area, and shall further be responsible for performing all pre-season preparation and post-season winterization of all equipment and appliances (including a professional hood system cleaning and cleaning and sanitization of all concession area spaces), which shall be in the same condition at the end of the season as at the beginning, except for normal wear and tear.
- No alterations to the Swim and Tennis facility or environs shall be permitted without written permission of the Township of Hazlet.
- The awarded vendor will comply with all rules and regulations of the Hazlet Swim & Tennis club.

Commission Structure:

- *Annual rent will be a minimum of \$2,000.00 Annually*

Amount to be paid to the Township of Hazlet Annually \$ _____

(In Words)

(Company Name)

(Signature)

(Print Name)

(Address)

(Telephone Number)

PREVAILING WAGE AFFIDAVIT

I hereby certify as follows:

1. I am the duly authorized agent of _____ to make this certification on behalf of _____, the contractor.
2. I am compliant with N.J.S.A.34:11-56.25 et Seq. (Prevailing Wage Rates).
3. I have reviewed the prevailing wage rate determination within the bid package.
4. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted the construction. Contractors and the subcontractors who fail to provide these records are subject to penalties of up to a maximum of \$250.00 for the first violation and up to \$500.00 for subsequent violations.
5. I have read this statement and I know the contents and know the same to be true to my own knowledge.
6. I, therefore, certify that the bid submitted herewith to be in compliance to the Prevailing Wage Rate.

Signature of Contractor

Print Name

Date

SAMPLE
NOTICE OF AWARD

Dated _____, 2018

TO: _____
(Bidder)

ADDRESS: _____

PROJECT: **LEASE OF CONCESSION STAND AT THE HAZLET SWIM & TENNIS CLUB**

TOWNSHIP'S CONTRACT NO. 2018-02

You are notified that your bid dated _____ for the above contract has been considered. You are the apparent successful bidder and have been awarded a contract for _____. The contract price of your contract is \$ _____.

Three copies of each of the proposed contract documents (except drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by _____.

1. You must deliver to the TOWNSHIP three fully executed counted counterparts of the agreement including all the contract documents. Each of the contract documents must bear your signature.
2. Other:
 - a. Certificates of Insurance in not less than the required amounts.
 - b. Township's co-insurance certificate in proper form and substance.

Failure to comply with these conditions within the time specified will entitle the TOWNSHIP to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten days after you comply with those conditions, TOWNSHIP will return to you one fully signed counterpart of the agreement and the contract documents attached.

TOWNSHIP OF HAZLET, NEW JERSEY
(Township)

BY _____
(Authorized Signature)

Dennis Pino
Township Administrator

Receipt of this "Notice of Award" is acknowledged.

Contractor: _____

By: _____ _____ _____
(Printed Name) (Signature) (Date)

(Title)

Copy to Township Clerk
(Use Certified Mail, Return Receipt Requested)

SAMPLE
STANDARD FORM OF AGREEMENT
BETWEEN TOWNSHIP AND CONTRACTOR

LEASE OF CONCESSION STAND AT THE
HAZLET SWIM & TENNIS CLUB

THIS AGREEMENT made as of the _____ day of _____ in the year 2018
by and between:

THE TOWNSHIP OF HAZLET, MONMOUTH COUNTY, NEW JERSEY
1776 UNION AVE, HAZLET, NEW JERSEY 07730
(Hereinafter called TOWNSHIP)

(Hereinafter called CONTRACTOR)

WITNESSETH THAT TOWNSHIP AND CONTRACTOR in consideration of the
mutual covenants hereafter set forth, agree as follows:

1. **WORK:**

**Responsible for LEASE OF CONCESSION STAND AT THE HAZLET SWIM &
TENNIS CLUB as per specifications**

2. **CONTRACT PRICE:**

TOWNSHIP shall pay CONTRACTOR for performance of the work in accordance with
Contract Documents in current funds as follows:

SEE PROPOSAL BID FORMS

3. CONTRACT DOCUMENTS:

The contract documents, which comprise the contract between TOWNSHIP and CONTRACTOR, are attached hereto and made a part thereof and consist of the following:

- 3.1 This Agreement;
- 3.2 Exhibits to this Agreement (if any);
- 3.3 Notice of Award;
- 3.4 Instructions to Bidders;
- 3.5 General Conditions;
- 3.6 Supplementary Conditions (if any);
- 3.7 Specifications;
- 3.8 Addenda numbers _____ to _____, inclusive, and;

3.9 Any modifications, including change orders, duly delivered after execution of this Agreement.

4. MISCELLANEOUS

4.1 Term used in this agreement are defined in Section 1, and shall have the meanings indicated.

4.2 Neither TOWNSHIP nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of TOWNSHIP.

4.3 TOWNSHIP and CONTRACTOR each binds him/herself, his/her partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

4.4 The contract documents constitute the entire agreement between the TOWNSHIP and CONTRACTOR and may only be altered, amended or repealed by a written instrument duly executed by both parties.

5 OTHER PROVISIONS

5.1 Agreement to Do All Work and to Accept Conditions. The CONTRACTOR agrees to furnish all labor to fully and faithfully construct, perform, and execute all work in accordance with the specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him/her in the itemized proposal.

5.2 Modification of Contract. The CONTRACTOR, in entering into this contract, understands that the TOWNSHIP reserves the right to modify, to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his/her opinion he shall deem it necessary or available to do so. The CONTRACTOR shall and will accept such modifications when ordered in writing by the TOWNSHIP, and the same shall not violate or void this contract. Any such modifications so made, shall not, however, subject the CONTRACTOR to increase expense without equitable compensation, which shall be determined by the TOWNSHIP Administrator, subject to the approval of the TOWNSHIP. If such modifications (if there be any) result in decrease in the cost of work involved, an equitable deduction from the contract price shall be made, as determined by the TOWNSHIP Administrator. The TOWNSHIP Administrator's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the specifications be made unless the nature and extent thereof has first been certified by the TOWNSHIP Administrator in writing and sent to the CONTRACTOR.

5.3 Increase or Decrease of Quantities Elimination of Items. In entering into this contract, the CONTRACTOR agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the TOWNSHIP may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities, and the TOWNSHIP reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the TOWNSHIP.

The CONTRACTOR shall and will at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

5.4 Equal Employment Opportunity/Affirmative Action.

5.5 State Grand Funds. When a CONTRACTOR is partially funded by a State Grant:

CONTRACTOR agrees to furnish labor and equipment in strict compliance with the contract documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling test results determined in accordance with the contract documents, which disclose defective or substandard WORK.

IN WITNESS WHEREOF, TOWNSHIP and CONTRACTOR have signed this agreement in triplicate. One counterpart each has been delivered to TOWNSHIP and CONTRACTOR. All portions of the contract documents have been signed or identified by TOWNSHIP and CONTRACTOR on their behalf.

The agreement will be effective on _____, 2018.

OWNER: TOWNSHIP OF HAZLET

CONTRACTOR: _____

BY: Scott Aagre
(Name)

MAYOR
(Title)

(Signature)

(Title)

(Signature)

ATTEST _____
Evelyn A. Grandi
Municipal Clerk

ATTEST _____
(Corporate Secretary)

ATTEST _____

ATTEST _____

Address for giving notices:

Address for giving notices:

Township of Hazlet
Attn: Evelyn A. Grandi
1776 Union Ave
Hazlet, New Jersey 07730

License No. _____

Agent for service of process: _____
(If CONTRACTOR is a corporation, attach evidence of authority to sign)

TOWNSHIP'S SEAL

CONTRACTOR'S SEAL

SAMPLE
NOTICE TO PROCEED

Dated _____, 20____

TO: _____
(Contractor)

ADDRESS: _____

TOWNSHIP CONTRACT NO. 2018-02

**CONTRACT FOR: LEASE OF CONCESSION STAND AT THE HAZLET SWIM &
TENNIS CLUB**

(Indicate name of contract as it appears in the Bidding Documents)

You are notified that the contract time under the above contract will commence to run on _____, 2018. By that date you are to start performing your obligations under the contract documents. In accordance with Article 3 of the Agreement, the dates of substantial completion and final completion are _____, 20__ and _____, 20__, respectively.

Before you may start any work at the site, Paragraph 2.7 of the General Conditions provides that you must deliver to the TOWNSHIP Certificates of Insurance, which each is required to purchase and maintain in accordance with the contract documents.

Also, before you may start any work at the site, you must
(add other requirements)

TOWNSHIP OF HAZLET
(Township)

By: _____
(Authorized Signature)

Scott Aagre, Mayor

(Surety)