

TOWN OF KEARNY

BID NOTICE

Please take notice that sealed proposals for **4TH OF JULY FIREWORKS DISPLAY/SHOW 2014** will be received by the Town Clerk on **Thursday, May 22, 2014 at 2:30 p.m.** prevailing time in the Council Chambers, Kearny Town Hall, 402 Kearny Avenue, Kearny, New Jersey 07032, at which time said bids will be publicly opened and read.

Specifications and other bid documents may be examined and obtained from the office of the Town Clerk, Kearny Town Hall, 402 Kearny Avenue, Kearny, New Jersey 07032 during regular business hours, 9:00 a.m. to 5:00 p.m.

All bidders are required to comply with the affirmative action requirements pursuant to N.J.S.A. 10:5-31 et seq. and P.L. 1975, c. 127 (*N.J.A.C. 17:27*) and with all provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and all rules and regulations promulgated thereunder, the provisions of which are incorporated herein by reference.

All bid proposals must be on the proposal form included in the Bid Specification package. All bid proposals must be enclosed in a sealed envelope bearing the name and address of the bidder and the bid name "4TH OF JULY FIREWORKS DISPLAY/SHOW 2014". The envelope must be addressed to the Town Clerk, Town of Kearny, 402 Kearny Avenue, Kearny, New Jersey 07032.

The Mayor and Council reserve the right to waive any minor irregularities in or to reject any or all bids.

By order of the Mayor and Council of the Town of Kearny.

Patricia Carpenter, Town Clerk
Town of Kearny, New Jersey

TOWN OF KEARNY, NJ INVITATION FOR BIDS

This invitation is issued to establish a contract to supply the Town of Kearny, NJ with a commodity or service in accordance with the accompanying specifications.

SPECIFICATIONS: **4TH OF JULY FIREWORKS DISPLAY/SHOW 2014**

BID OPENING DATE **Thursday, May 22, 2014
2:30pm, Eastern Time**

SUBMIT BID TO: **PATRICIA CARPENTER
TOWN CLERK
402 KEARNY AVENUE
KEARNY, NJ 07032**

CONTACT PERSON: **RALPH CATTAFI
RECREATION SUPERVIROR**

PHONE NO: **201-955-7983**

FAX NO.: **201-955-2379**

EMAIL: **rcattafi@kearnynj.org**

**THE TOWN OF KEARNY
COUNTY OF HUDSON
KEARNY, NJ**

FOURTH OF JULY FIREWORKS DISPLAY/SHOW 2014

A. GENERAL INFORMATION AND CONDITIONS

1.0 PURPOSE/INTENTION

- 1.1 The purpose of this contract is to supply the residents and visitors to the Town of Kearny, New Jersey with a safe and entertaining Fireworks Display/Show to celebrate the independence of our country on the Fourth of July 2014. It is the intent of these specifications to describe the minimum requirements and standards for the Town of Kearny's Fireworks Display/Show. All items, features or services not specifically mentioned which are necessary or which are regularly furnished in order to provide a satisfactory performance, shall be furnished by the successful quote/bid at the quote/bid price and shall conform in quality of materials and workmanship to that usually provided by the practice indicated in this specification.
- 1.2 Quotes are desired only from those vendors who have thoroughly read this specification and the applicable bid proposal form, who understands fully all that is required and who intend to comply in all respects. All bids shall be made with such an understanding.
- 1.3 All references to the "Town" in this specification shall mean the "Town of Kearny and other sponsoring agencies".
- 1.4 **Submission Of The Proposal**
 - 1.4.1 **The completed proposal shall be submitted to the Town Clerk, 402 Kearny Avenue, Kearny, NJ, 07032 no later than 2:30 P.M. eastern time on Thursday, May 22, 2014.**

2.0 QUALIFICATIONS OF QUOTE/BID

- 2.1 Personnel: Bidders shall furnish a minimum of **FOUR (4) EXPERIENCED PERSONNEL** to deliver, meet, unload secure, setup, protect, shoot and clean up the fireworks display at the specified firing site.
- 2.2 **PERMITS REQUIRED:**
Pyrotechnist (lead person/operator and assistants (helpers/shooters): Vendor shall furnish **ONE (1) LEAD PERSON and THREE (3) ASSISTANTS**.
All shooters shall have a current 'Type'-P permit issued from the NJ Department of Labor, office of safety compliance, for electrically fired displays.
- 2.3 **Required Experience:**
 - 2.3.1 Pyrotechnician (lead person/operator): The factory trained lead person shall have a minimum experience of **Five (5)** electrically fired Pyrotechnical displays, or Ten (10) Pyrotechnic displays.

- 2.3.2 Assistants (helpers/shooters): Each factory-trained assistant shall have a minimum experience of **FIVE (5)** electrically fired pyrotechnical displays, or Five (5) Pyrotechnic displays, within the past five (5) years.
- 2.3.3 Evidence of experience: **BIDDERS SHALL PROVIDE CERTIFICATION WITH THEIR BIDS** that the Pyrotechnician (lead person) and Assistants (helpers) meet the requirements of this provision. Including copies of their current NJDOL Type - P permits. Pyrotechnician must provide documental evidence of participation in at least 3 displays in a Municipal Park environment.
- 2.3.4 Hazardous Materials Endorsement: Each driver shall possess a valid driver's license with a **HAZMAT ENDORSEMENT** attached.
- 2.3.5.1 Bidders shall provide not only a listing of the names of the actual Pyrotechnician and assistants but the list SHALL DESIGNATE whether the person or persons listed is a Pyrotechnician or an assistant.
- 2.3.5.2 The list shall name the Town and State where the shows took place and it shall state the formal training each has received pertaining to pyrotechnics.
- 2.3.5.3 The list of Pyrotechnician and assistants shall be accompanied by a letter signed by an officer of the Contractor's firm which shall certify that the Pyrotechnician and assistants are employees of said firm and have the required experience to perform the fireworks display contract requested by the Town.
- 2.3.5.4 Each vendor shall furnish with its quote/bid, the names of at least four (4) municipalities and businesses in the tri-state area for which similar displays of quality and nature have been performed in the past five (5) years. The Town reserves the right to utilize these references or performances on any contract in making its award determination.

NOTE: THE CONFIDENTIALITY OF THIS LIST SHALL BE PROTECTED TO THE FULLEST EXTENT AS PERMITTED BY LAW.

3.0 EMPLOYEES

- 3.1 All employees of the Contractor shall be over the age of eighteen (18) years old and shall be in good health and of high moral character and fluently speak, read and write English.
- 3.2 **THE CONTRACTOR SHALL EMPLOY ALL STAFF UTILIZED IN THE STAGING OF THE SHOW.** Only Listed employees **SHALL BE PERMITTED** for the firing portion of the display.
- 3.3 Employee Safety Equipment:
- 3.3.1 The contractor shall be responsible to provide each employee with the following safety equipment items:
1. Flame retardant long sleeve shirt
 2. Flame retardant long pants
 3. Hard hat
 4. Eye protection (goggles/safety glasses)
 5. Ear protection/plugs
 6. Any other safety equipment or devices that may be required by Federal, State, And/or local laws or regulations.

4.0 **COUNTER OFFERS**

- 4.1 Quotes containing statements, rates and/or conditions that contradict those contained in this specification and applicable quote/bids shall be considered a counteroffer and shall result in the rejection of the quote.

5.0 **SHOW REQUIREMENTS**

- 5.1 Scope: The bid price shall include the furnishing of all labor to deliver, receive, unload, secure, setup, fire and cleanup all shows; all transportation and except as herein provided, all necessary materials.
- 5.2 **Arrival:** when all trucks have exited the NJ Turnpike, they are to make first right at first light on to Bergen Avenue and pull over to the shoulder. The lead person must contact the John Donovan KFD Fire Inspector immediately at 201-725-3929 to arrange for escort to our site. **Arrival Time:** All personnel shall arrive in the Town of Kearny **no later than 12:00 p.m.** on Friday, July 4, 2014 to begin setting up for the Fireworks Display/Show. Set-up must be completed by 6:30pm for inspection by KFD at 7:00pm.
- 5.3 Dates and Time of Display: Fireworks shall be fired on Friday, July 4, 2014 starting promptly at 9:00 p.m. (eastern daylight savings time) and concluding at 9:30 p.m., conditions permitting.
- 5.4 Length of Show: The show shall not be less than thirty (30) minutes. The program shall be fired in a time frame that will ensure that a complete balance of the music and fireworks are maintained.
- 5.5 Delays: The Town and its representatives reserve the sole right to delay and/or postpone the display due to inclement weather and/or high winds. Delay or postponement shall strictly follow NFPA 1123 (current edition) guidelines.
- 5.5.1 Rain Dates: the following rain date has been scheduled in the event of a postponement: **Saturday, July 5, 2014.**
- 5.5.2 **The Town shall not pay any additional compensation to the contractor in the event of a rain and/or weather delayed show.** Upon completion of the contracted show on the rescheduled date, the Town shall pay the amount indicated in the original contract.
- 5.5.3 In the event of a rainout, the operator must supply security of any materials left overnight on the site at no additional cost to the Town of Kearny.
- 5.6 Firing Site: The Town of Kearny shall provide an adequate firing site, that meets or exceeds NFPA 1123 (current edition), located at the Frank A. Vincent Marina, Kearny, NJ. It shall be the Town's responsibility to secure the site prior, during and after the fireworks display.
- 5.7 Firing Equipment: Firing racks shall be constructed in accordance with NFPA 1123-95 Guidelines. And, should with-stand a catastrophic malfunction in a mortar. Mortars are to be high-density plastic tubes. Racks shall be securely fastened together for firing, safety and stability. Once the firing tube has been loaded, a one-inch piece of masking tape shall be placed horizontally across the opening to show that the tube is ready for firing. This will also allow visual determination once the show is complete if the tube was discharged. A sufficient amount of aluminum foil or plastic wrap will be provided by the vendor in order to cover the firing racks and tubes in case of rain.
- 5.8 The Kearny Fire Official shall review and approve the site plan layout, oversee the installation of all firing devices and the loading process. The Fire Official shall oversee site safety from arrival of the fireworks until after the site has been cleared of duds and determined safe.

6.0 **INSURANCE REQUIREMENTS**

- 6.1 Failure to meet the following provisions shall result in the rejection of the bid.
- 6.2 The bidder(s) shall furnish with their quote/bid, evidence that they are capable of supplying the following coverage:

<u>Coverage</u>	<u>Minimum Coverage Amounts</u>
Worker's Compensation	Statutory limits in accordance with the State of New Jersey.
Employer's Liability	\$ 1,000,000.00 for Bodily Injury by accident/each accident \$ 1,000,000.00 for Bodily Injury by Disease/Policy Limits \$ 1,000,000.00 for Bodily Injury by Disease/Each Person

<u>General Liability</u> An "Occurrence basis"	\$5 million per occurrence/\$5 million aggregate for personal injury, bodily injury and property damage.
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Coverage should include Contractual Liability and Products/Completed Operations. Liability assumed by contract with no exclusion for Fireworks activity.

Products/Completed	\$5 million/\$5 million aggregate
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Automobile Liability

All autos, bodily injury and property damage	\$5 Million Combined Single Limit
Transportation of Hazardous Materials	\$10 Million

6.0 **INSURANCE REQUIREMENTS (CONTINUED)**

6.3 The Town of Kearny shall be named as ADDITIONAL INSURED with respect to any liability for which they are held responsible arising out of acts of the named insured bidder on the certificates for employees, Commercial General and Automobile coverage with respect to any liability for which they are held responsible arising out of acts of the named insured bidder on the certificates for Employees, Commercial General and Automobile liability coverage.

6.4 All bidders shall be required to meet all of the requirements.

6.4.1 The vendor shall on all certificates specifically mention to a written contract.

6.4.2 The vendor shall be required to hold harmless the Town (see attached Instructions to Bidders).

6.4.3 The insurance certificates shall be for the original date of the display, Friday, July 4, 2014 and the rain date; Saturday July 5, 2014.

6.5 Prior Notice of Cancellation: Each certificate of insurance cancellation clause shall be worded as follows:

6.5.1 Cancellation

Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail Thirty (30) days written notice to the certificate holder named below.

6.6 Certificate Holder

6.6.1 All certificates of insurance shall be mailed to the following person and address:

The Town of Kearny
Town Clerk's Office
402 Kearny Avenue
Kearny, New Jersey 07032

6.7 Certificate of Insurance: The successful bidder's Certificate of Insurance shall be approved by the Town's Director of Personnel and Risk Management and the Town Solicitor and shall be placed on file with the Purchasing Division, the Division of Personnel & Risk Management prior to commencement of any work under this contract.

6.8 Responsibility: The bidder shall assume all responsibility and liability for both bodily injury and property damage, which may occur in connection with the displays. The bidder(s) shall hold harmless and agree to indemnify the Town of Kearny, its agents, officers, sponsors and employees of said body, from all liability and claims for damages out of such fireworks displays.

7.0 **LABELING - BOXES AND CONTENTS**

- 7.1 Each fireworks piece shall be labeled in large letters and figures at least 2" high describing its character and size. Shells shall be properly packed to prevent damage during shipment to display location. The EX numbers shall appear on each box.

8.0 **SHIPMENT SAFETY**

- 8.1 The Contractor shall transport the fireworks to the firing location only on the day of the display. Shipment shall be made in a closed vehicle properly identified in accordance with Federal, State and Local laws and regulations.
- 8.2 Each vehicle utilized in the transport of the fireworks shall be properly labeled with: The Placard: Explosives 1.3 G or 1.4 G.

9.0 **DUDS/MISFIRES**

- 9.1 Payment deductions shall be made for all shells, which fail in operation. Such determination shall be based on the percentage of failure by written verification of the respective Town officials and the Contractor's representative. The Contractor's representative shall take charge of all duds and dispose of same as required by law.
- 9.2 Low break aerial shells shall be viewed as 100% failure.

10.0 **STORAGE AND SECURITY AT THE DISPLAY LOCATION**

- 10.1 The Contractor shall be responsible for the proper storage and security for the fireworks at the specified location. In the event of a postponement, the security will be provided by the Town of Kearny Police Department, and paid for by the contractor.
- 10.2 Under no circumstances are the fireworks to be left unattended by the Contractor's employees after delivery. Exception: When the Kearny Police Dept. assumes security as in Section 10.1
- 10.3 Only those persons identified by the Contractor prior to the show shall be allowed into the designated restricted areas to fire the display.
- 10.4 **FOR SAFETY REASONS, NO OTHER INDIVIDUALS SHALL BE ALLOWED TO ENTER OR REMAIN IN THE DESIGNATED RESTRICTED FIRING AREA.**
- 10.5 **ALL FIREWORKS PIECES SHALL BE FIRED UNLESS THEY ARE FOUND TO BE DAMAGED OR UNSAFE FOR USE.**
- 10.6 In the event of a rainout, the operator must supply security of any materials left overnight on the site at no additional cost to the Town of Kearny

11.0 **CONTRACTOR'S SUPERVISOR**

- 11.1 The Contractor shall designate a supervisor as a contract person who can be reached on Friday July 4, 2014. Bidders shall provide names and telephone numbers of said proposed supervisor with the quote/bid proposal package.

12.0 **INSPECTION**

- 12.1 The Town's representatives shall verify shell quantity and type prior to the start of the show and will take an inventory of all unfired shells after the show has been completed.

13.0 **FIRE PROTECTION**

- 13.1 The Contractor shall provide all necessary fire extinguisher and safety equipment for the designated staging/firing area.
- 13.2 The Town shall provide (1) one fire pumper unit and various Fire and Police personnel to be located throughout and adjacent to the restricted staging/firing area.

14.0 **INSTRUCTIONS TO OPERATORS**

- 14.1 The Contractor shall be responsible for issuing written instructions on the requirements of this contract to all its operators prior to the commencement of the show.

15.0 **RESPONSIBILITIES AFTER DISPLAY**

- 15.1 Immediately after the display, the Contractor shall gather and remove firing devices and fill holes made in the park/marina to prevent accidents and or possible liability. The Contractor shall remove all parts of shells not fired and clean up all debris to avoid danger of injury of accidents from partially exploded pieces lying on the ground and/or the park/marina. All debris is to be removed from the site by the Contractor in accordance with Federal, State and Local Laws.
- 15.2 A representative of the Contractor shall remain at the firing site until all holes have been filled and grounds cleared to the satisfaction of the Town representative.
- 15.3 **The Contractor shall be required to return to the firing site at sunrise of the day following the fireworks display to police the area and remove and dispose of any fireworks debris, shells, etc that are found while policing the area.** The Contractor shall be required to walk the entire area in all directions, up to a 500 feet perimeter, of the staging/firing area. If any items are found, the contractor shall be responsible to properly dispose of said item within twelve (12) hours after notification by the Town Fire Department.
- 15.4 The Contractor shall not be permitted to leave trash or shipping cartons at the firing site. All debris shall be removed by the Contractor following the conclusion of the show.
- 15.5 Provide a post-display report within 48 hours of display. report must include the following: display information; time search of fallout zone was conducted and results: any product malfunctions; and any injuries.

16.0 **FIRING**

- 16.1 A copy of the proposed program for the aerial display shall be provided with the submittal of the quote/bid.
- 16.2 The Contractor shall also provide the Town's representative with a certified packing list of materials sent to the fireworks site at the time of delivery.

- 16.3 This program and certified packing list will be utilized by the Town's representative to verify the shell count and to determine which aerial shells misfired during the fireworks display.

17.0 **SPECIFICATIONS FOR THE MUSICAL PYROTHEATRICAL PERFORMANCE OF THE FIREWORKS**

17.1 **Shells**

- 17.1.1 All shells are to be full length, i.e., a three-inch (3") cylindrical aerial shell will be a minimum of three inches (3").
- 17.1.2 **No shells larger than four inches (4") according to NFPA 1123-95 are permitted and all NFPA 1123-95 guidelines will be enforced by the Town's Fire Department, Bureau of Combustibles. No shells, shall exceed a 280 foot Distance of travel in any direction.**

17.2 **Fireworks Show is to be choreographed to music.**

- 17.2.1 The Contractor will present to the Town of Kearny, NJ on the stated evenings of July 4th or rain date a "Musical Pyrotheatrical Performance" of fireworks and music choreographed which will feature Aerial Shells of all designs, culminating with a "Grande Finale" of "Multiple Colored Peonies, Chrysanthemums and Titanium Salutes Shells."
- 17.2.2 The Contractor shall overlay these shells with shells ranging from 2", 3" an 4" Aerials shells of fan candles, kauri, twinkling star, peony, titanium Salute w/tail, and 15mm, 30mm, 45mm, 60mm of assorted effects including corsets, barbettes, stars and whistles, mines and stars, etc.
- 17.2.3 All of the shells shall be listed on the program pages. The pages shall list the different types of shells that will be utilized to make up the aerial display.
- 17.2.4 The program shall be fired in a time frame of approximately thirty (30) minutes with the approximate average of eighty five (85) high aerial shells per minute in the air so that a complete balance of "Music and Fireworks" shall be maintained.
- 17.2.5 It shall be the Contractor's responsibility to provide a high quality cassette tape/CD with the music for the fireworks show, before July 1, 2014. The tape/CD shall cover the entire length of the show, without interruption or delay.
- 17.2.6 The Town shall provide the sound or sound company to broadcast the music during the show. If a sound company is utilized, upon award of the contract the successful contractor shall be notified of the contact person for the Town's sound company.
- 17.2.7 A minimum of 1,300 high level shells, and not limited to include special effects and Grande finale shall be utilized. Refer to the Grand Finale list.

17.0 **SPECIFICATIONS FOR THE MUSICAL PYROTHEATRICAL PERFORMANCE OF THE FIREWORKS - CONTINUED**

17.1 **Opening & Finale of Display**

at all times the operator shall maintain a margin of safety of no less than 70 foot per inch of diameter of the shell.

Approximately 5 – 7 minutes long

200 – 3" Aerial Shells
100 – 4" Aerial Shells with salutes
300 – 2" Finales Aerial shells

17.2 Pyrotechnically Choreographed with:

75 units/800 shots – 15mm Assorted Effect Candles
30 units/240 shots – 30mm Assorted Effect Candles
15 units/120 shots – 45mm Assorted Effect Candles
05 units/40 shots -- 60mm Assorted Effect Candles

17.3 All pyrotechnical effects will be choreographed to music with crescendos of 2" and 3" Salutes. It will be the pyrotechnician's expertise that will be relied upon throughout the Fireworks display, in providing our town the best possible Independence Day celebration as per section 17 of this contract.

BODY/MAIN PROGRAM – Approximately 20-25 minutes long.

650 – 3" Aerial Shells of Assorted Varieties
600 – 4" Aerial Shells of Assorted Varieties

Pyro Technically choreographed with music and:

30 – 3" Multi-effect star mines
50 – 4" Multi-effect star mines
25 – 5" Multi-effect star mines

All pyrotechnical effects will also be choreographed to music with intermittent no larger than 3" aerial salutes

Totaling a minimum of 20 each.

The assortment of shells and mines must not exceed 280' in distance, and should contain an array of chrysanthemum, peonies, crossetts, and brocades in a variety of colors with special attention to red, white and blues. Other type of special effects should include whistles, strobe, flashing light, sparkling light, twinkling starts, multi-breaks, sunflowers, comets, and waterfalls etc. with other multi patterned shells, including newer pyrotechnic displays. Other items such as: Diadem fan shells, Titanium salutes with colored tails, kamuro overlays, box devices, Z-Pattern box items, etc. are encouraged, as new displays.

GRAND FINALE – APPROXIMATELY 5-7 MINUTES LONG:

An assortment of:

1,500 – 2" Finales
1,200 – 3" Aerial Shells
100 – 4" Aerial Shells

Are to be utilized along with 50 – 3" Salutes

And a Fan Barrage of:

3 units/150 shots 30mm Crossettes (50 shot)
3 units/150 shots 30mm Stars & Whistles (50 shot)
3 units/150 shots 60mm Bombettes (25 shots)
3 units/150 shots 60mm Crossettes (25 shots)
3 units/150 shots 60mm Mines & Stars (25 shots)

Other items will include Multi – Break Shells, Special effect shells along with:

2 units/8000 shots – 4000 shot stars
3 units/1000 shots – 1000 shot whistles

17.0 SPECIFICATIONS FOR THE MUSICAL PYROTHEATRICAL PERFORMANCE OF THE FIREWORKS – CONTINUED

17.7 Music

- 17.7.1 The Town shall provide the sound company to broadcast the music during the fireworks display.
- 17.7.2 The fireworks contractor shall be responsible for supplying a high quality cassette tape/compact disc for the sound company to use during the fireworks display.
- 17.7.3 The entire display shall be choreographed to Patriotic/Modern musical selections. Selections can consist of the following, but not limited to:

America, The National Anthem, Yankee Doodle Melody, Armed Forces Melodies, Popular Show Tunes, Star Wars Melodies, 2001-A Space Odyssey, God Bless the USA, Popular March Tunes and John Philip Sousa Marching Tunes, etc.

18.0 SUBMISSIONS REQUIREMENTS

The bidder shall include with its proposal all items set forth in the attached bid checklist and the general instructions to bidders.

**Town of Kearny
Kearny, NJ 07032
Hudson County**

FOURTH OF JULY FIREWORKS DISPLAY/SHOW 2014
PROPOSAL

In accordance with your Bid, the Bid Proposal, General Instructions, Conditions and Specifications, we wish to Bid the following:

Item Description

1. Supply and perform a thirty (30) minute Fourth of July musical
Pyrotheatrical performance of fireworks show/display.

1.a Show date: Friday; July 4, 2014

Rain date: Saturday, July 5, 2014

TOTAL AMOUNT\$_____ (Written in Dollars)

TOTAL AMOUNT _____
(Written in Words)

Company Name

Federal I.D.# or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

TITLE: _____

Telephone Number

Date

Fax Number

E-mail address

GENERAL CONTACT INFORMATION

NAME OF COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____

FEDERAL I.D. NUMBER: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

SIGNATURE: _____

DATE: _____

WEBSITE: _____

E-MAIL ADDRESS: _____

Name of Lead Pyrotechnician/Operator: _____

Address of Lead Pyrotechnician/Operator: _____

Phone Number of Pyrotechnician/Operator: (a number at which the operator can be reached prior to setting up

The show on July 4 and July 5, 2014 _____

Name of Assistant/Shooter: _____

Name of Assistant/Shooter: _____

Name of Assistant/Shooter: _____

**REFERENCE LIST OF CUSTOMERS
(REQUIRED INFORMATION)**

1. **NAME OF GOVERNMENTAL/CONTRACTUAL AGENCY:** _____

BUSINESS ADDRESS: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____
CONTACT PERSON: _____
SIZE AND SCOPE OF CONTRACT: _____
DOLLAR VALUE OF CONTRACT: _____

2. **NAME OF GOVERNMENTAL/CONTRACTUAL AGENCY:** _____

BUSINESS ADDRESS: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____
CONTACT PERSON: _____
SIZE AND SCOPE OF CONTRACT: _____
DOLLAR VALUE OF CONTRACT: _____

**REFERENCE LIST OF CUSTOMERS
(REQUIRED INFORMATION)**

3. **NAME OF GOVERNMENTAL/CONTRACTUAL AGENCY:** _____

BUSINESS ADDRESS: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____
CONTACT PERSON: _____
SIZE AND SCOPE OF CONTRACT: _____
DOLLAR VALUE OF CONTRACT: _____
4. **NAME OF GOVERNMENTAL/CONTRACTUAL AGENCY:** _____

BUSINESS ADDRESS: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____
CONTACT PERSON: _____
SIZE AND SCOPE OF CONTRACT: _____
DOLLAR VALUE OF CONTRACT: _____

ROUTE PLAN

Date: 7-4-2014

Destination: Town of Kearny

Route: NJ Turnpike to 15W after paying toll stay to right and follow sign for Kearny. Go to first traffic light and make light onto Bergen Avenue. Go to next light by dump and park. Call fire official John Donovan at 201-725-3929

Special contact: Ralph Cattafi 201-726-6690

**Special instructions: Call Inspec. John Donovan once you are near NJ Turnpike exit 15W and again at the city limit
John Donovan 201-725-3929**

Town of Kearny
BID DOCUMENT
CHECKLIST*

SUBMISSION REQUIREMENT

		Initial each entry
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	References	
<input type="checkbox"/>	General Contact Information	
<input type="checkbox"/>	Iran Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	
<input type="checkbox"/>	Acknowledgment Regarding Kearny Living Wage Ordinance	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Proof of New Jersey Business Registration	
<input type="checkbox"/>	Acknowledgment of Receipt of Addenda (if any)	
<input type="checkbox"/>	Pulaski Skyway Deck Replacement Project Acknowledgement	

*This form is provided for bidder's use in assuring compliance with all required documentation.

**Instructions to Bidders and Statutory Requirements
(Kearny 2014 July 4th Fireworks Display)**

I. SUBMISSION OF BIDS

A. Sealed bids shall be received by the Town (also referred to as “owner”), in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

B. Sealed bids will be received by the Town Clerk at 2:30 P.M., Thursday, May 22, 2014 at 402 Kearny Avenue, Kearny, New Jersey 07032 as stated in the Notice to bidders, and at such time and place will be publicly opened and read aloud.

C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked “BID” with the contract title and/or bid # of the contract being bid.

D. It is the bidder’s responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

- Bids by corporations must be signed in the legal name of the corporation, followed by the named of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

• II. BID SECURITY AND BONDING REQUIREMENTS

- The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

• A. BID GUARANTEE

- Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

- Failure to submit a bid guarantee shall result in rejection of the bid.

• B. CONSENT OF SURETY

- Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State

of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish a Performance Bond from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

- Failure to submit a consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

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

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

- Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received seven (7) business days prior to the date fixed for the opening of the bid for goods and services.
- all interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

- When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1

D. Discrepancies in Bids

- 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference:

- A Pre-Bid Conference is not required for this bid.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendors literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. the owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.

used pursuant to N.J.S.A. 40A:11-18.

- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION – See Section 6 of the General Information Section

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as and additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the Town from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

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

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

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

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

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

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative actions program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read the Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. STOCKHOLDERS DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of foods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. 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 contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

E. NON-COLLUSION AFFIDAVIT

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

F. ACKNOWLEDGEMENT REGARDING LIVING WAGE ORDINANCE

This acknowledgement must be properly executed and submitted with the bid proposal.

G. IRAN CERTIFICATION

This certification shall be properly executed and submitted with the bid proposal

H. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,00 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

The successful bidder shall comply with the provisions of Town of Kearny Ordinance 2014-13, which limits political contributions by business entities awarded public contracts by the Town, and shall submit all certifications required by that Ordinance.

I. PULASKI SKYWAY DECK REPLACEMENT PROJECT ACKNOWLEDGEMENT

This acknowledgement must be properly executed and submitted with the Bid proposal.

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest net bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owners may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract, or if the contractor shall violate any of the requirements of the contract, the owner shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

F. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

G. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the Owner's policy and procedures.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

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

in the County of _____ and State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

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

_____ the bidder making this Proposal for the bid entitled

_____, and that I executed the said proposal with full

(title of bid proposal)

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

Town of Kearny

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

_____, 20____

Signature

(Type or print name of affiant under signature)

Notary Public of

My Commission expires _____
(Seal)

**STOCKHOLDER DISCLOSURE CERTIFICATION This
Statement Shall Be Included with Bid Submission**

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of
_____, 20__.

(Affiant)

(Print name & title of Affiant)

(Notary Public)

(Corporate Seal)

My Commission expires:

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

The contractor and the Town of Kearny, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C.

S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

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

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

(Name of Local Public Agency)

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledgment receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

**Acknowledgement Regarding
Kearny Living Wage Ordinance**

The Contractor acknowledges its obligation to comply with the Town of Kearny Ordinance No. 2007-(O)-41, as amended, with regard to the payment of Living Wages and the provision of Health Benefits to its employees.

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

IRAN CERTIFICATION

I, _____, residing at _____, upon penalty of perjury do certify to the following statements:

I am the _____ of the business entity submitting this bid and am duly authorized to execute this document on the business' behalf.

I am not, and the business entity submitting this bid, is not:

providing goods or services of \$20,000,000.00 or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

a financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

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

Affiant

Print Name

Notary Public

Date:

THE PULASKI SKYWAY DECK REPLACEMENT PROJECT ACKNOWLEDGEMENT

The Pulaski Skyway Deck Replacement Project is scheduled to begin on April 12, 2014, and continue for about two years. The Pulaski Skyway Deck Replacement Project will result in long term lane closures on that roadway between Newark and Jersey City. The New Jersey Department of Transportation, as well as local municipal authorities, predict resulting major traffic volume delays on all surrounding area roadways. Vendors/Contractors must plan travel into and around Hudson County accordingly. The work on the Pulaski Skyway does not constitute an unforeseen risk and no extra time or extra costs will be paid by the Town of Kearny due to the additional time which may be required to travel into or around Hudson County.

Vendor

President

Subscribed and sworn before

Me on this _____ day of _____, 20 ____

Notary Public sign here

My Commission Expires:
