



**TOWNSHIP OF LONG BEACH**  
**NOTICE TO VENDORS**  
**RFP #2019-041619**

**NOTICE IS HERE BY GIVEN** that the Township of Long Beach is soliciting **Requests for Proposal (RFP)** through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Sealed RFP responses addressed to Lynda Wells, Qualified Purchasing Agent of the Township of Long Beach will be received up to **2:00 p.m.** on **April 16, 2019** at the Office of the Municipal Clerk, Long Beach Township, 6805 Long Beach Blvd, Brant Beach, NJ 08008.

**SEALED PACKAGE or SEALED ENVELOPE MUST BE ENDORSED AS FOLLOWS:**

**RFP # 2019 - 041619**

**Request for Proposals for FIRMS INTERESTED IN PROVIDING PLANNING SERVICES FOR THE RESILIENT NJ PLANNING PROCESS in the Long Beach Island Region of Ocean County NJ for the Township of Long Beach**

**OBTAINING PROPOSAL DOCUMENTS:** Specifications or any additional information may be obtained on the Long Beach Township Website at [www.longbeachtownship.com](http://www.longbeachtownship.com) or at the office of the Purchasing Agent, Long Beach Township, 6805 Long Beach Blvd, Brant Beach, NJ 08008, (609-361-1000 Ext 6633) during regular business hours 9:00 am to 4:00 pm Monday through Friday, excluding holidays. Specification questions shall be directed to Angela Andersen via email: [andersen@longbeachtownship.com](mailto:andersen@longbeachtownship.com)

All RFP Addenda will be issued on the website. Interested respondents should check the website now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addendum related to this procurement.

**RFP MUST BE SEALED, ADDRESSED AND DELIVERED TO:** Lynda Wells, Qualified Purchasing Agent, Long Beach Township, 6805 Long Beach Blvd., Brant Beach, NJ 08008. Proposals will not be accepted after **2:00 PM on April 16, 2019.**

Required bidder information can be found in the RFP documents.

Bidders are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:271 et seq.

Lynda Wells, QPA  
Purchasing Agent  
March 21, 2019

## INSTRUCTION TO BIDDERS AND STATUTORY REQUIREMENTS

### I. SUBMISSION OF BIDS

- A. Sealed Proposals shall be received by the Township of Long Beach, hereinafter referred to as "Lead Agency" 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 Proposals will be received by Lynda Wells no later than 2:00pm on April 16, 2019 at the Township of Long Beach Court Room, 6805 Long Beach Blvd., Brant Beach NJ 08008 as stated in the Notice to Bidders, and at such time and place will be publicly received.
- C. The Proposal shall be submitted in a sealed envelope: (1) addressed to the Lead Agency, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "RFP 2019-041619".
- D. It is the bidder's responsibility that Proposal be presented to the Lead Agency at the time and at the place designated. Proposals may be hand delivered or mailed; however, the Lead Agency disclaims any responsibility for Proposals forwarded by regular or overnight mail. If the Proposal is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed Proposals forwarded to the Lead Agency before the time of opening 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 Proposal. Once Proposals 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. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Proposal specifications, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Lead Agency. Any changes, whiteouts, strikeouts, etc. in the Proposal must be initialed in ink by the person signing the Proposal.
- G. Each Proposal must give the full business address, business phone, fax, e-mail, the contact person for the bidder, and be signed by an authorized representative as follows:
  - Proposals 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.
  - Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Proposals submitted by a sole-proprietorship shall be signed by the proprietor.
- 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.

I. Bidders must be experienced in the kind of work required to be performed, have the equipment required if applicable, and have sufficient capital to properly execute the work within the time allowed.

J. If applicable, attention is called specifically to the requirements of Chapter 10, Title 34, Revised Statutes, providing, as a condition of this contract, the establishment of an eight-hour working day for laborers, workmen and mechanics and requiring payment of prevailing rates of wage.

If applicable, the contractor will be required to comply with the provisions of the NJ Prevailing Wage Act, Chapter 150 of the Laws of 1963, setting forth requirements for the payment of prevailing wages and for the proper documentation of such payments where the project construction, reconstruction, demolition, alteration or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of funds of the Township of Long Beach, except work performed under a rehabilitation program.

K. Proposals will be received under these specifications for the completion of the whole work shall be awarded on an hourly rate basis

L. If applicable, the Lead Agency reserves the right to include provisions for an extension to the contract with vendor's agreement. If the local unit desires to extend a contract under the provisions of N.J.S.A. 40A:11- 15 the index rate is the basis to determine the appropriate increase in the contract price. The extension will be for one (1) two-year extension or two (2) one-year extensions as per the Local Public Contracts Law (N.J.S.A. 40A:11-15).

M. No pre-payment clauses of any nature will be acceptable.

## II. INTERPRETATION, CHALLENGES AND ADDENDA

- A. The bidder understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the Lead Agency. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related Proposal 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 specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the Proposals. 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 Lead Agency of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted Proposal.
- 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 Lead Agency's representative, Angela Andersen at [andersen@longbeachtownship.com](mailto:andersen@longbeachtownship.com). In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the Proposal.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be available on the Township Website at [www.longbeachtownship.com](http://www.longbeachtownship.com). All addenda so issued shall become part of the Specification and Proposal documents, and shall be acknowledged by the bidder in the Proposal. The Lead Agency's interpretations or corrections thereof shall be final.

### D. Discrepancies in Proposals

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 Lead Agency of the extended totals shall govern.

## III. INSURANCE AND INDEMNIFICATION

**The insurance documents indicated by an (X) shall include but are not limited to the following coverages.**

### A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance  
Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. Commercial General Liability Insurance

Commercial General Liability Insurance shall be provided with limits of not less than **\$1,000,000.00** any one person and **\$1,000,000.00** any one accident for bodily injury and **\$2,000,000.00** aggregate for property damage, and shall be maintained in full force during the life of the contract.

3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than **\$500,000.00** any one person and **\$500,000.00** any one accident for bodily injury and **\$500,000.00** each accident for property damage, shall be maintained in full force during the life of the contract.

4. Other Forms of Insurance Required

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E & O Malpractice: \$1,000,000.00

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**B. CERTIFICATES OF THE REQUIRED INSURANCE**

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

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

**C. INDEMNIFICATION**

Pursuant to the Indemnification Agreement enclosed.

**IV. PRICING INFORMATION FOR PREPARATION OF PROPOSALS**

- A. The Lead Agency and participating Shared Service Members are exempt from any local, state or federal sales, use or excise tax.
- B. If applicable, the Contractor shall be responsible for obtaining any applicable permits, licenses and bonds from any government entity that has jurisdiction to require the same and shall pay all necessary fees required in the performance of the work. All bids submitted shall have included this cost.
- C. Bidders shall insert prices for providing services required by these specifications.
- D. The attention of the bidders is especially directed to the provisions of federal, state, county and municipal law, statutes and regulations that may apply to the work, particularly with regard to safety regulation of the New Jersey Labor Board. Particular note is to be taken also of those provisions affecting the contractor in the performance of the work or his relation to the political subdivision or person. All pertinent laws, statutes, ordinances and regulations shall be obeyed and compiled with.

**V. 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

**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.**

## 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 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 Lead Agency harmless.

## C. STOCKHOLDER 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 any goods 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 (BRC)

Effective with bids received and contracts awarded after January 18, 2011, the law now allows the BRC to be filed anytime prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. **If a BRC is required in a bid, but not submitted with the bid, it would an immaterial defect; curable by being filed prior to award of the contract. 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](http://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) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) 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;
- 4) 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 of 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.

**If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.**

0 E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the

N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

0 F. PREVAILING WAGE ACT

If applicable, pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Lead Agency within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/lab](http://www.state.nj.us/lab) or [lsse/lspubcon.html](http://lsse/lspubcon.html).

H. NON-COLLUSION AFFIDAVIT

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

I. 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 \$50,000 from public entities in a calendar year.

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

## **VIII. 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 Lead Agency shall there upon 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 Lead Agency of any obligation for balances to the contractor of any sum or sums set forth in the contract. Lead Agency 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 Lead Agency for damages sustained by the Lead Agency by virtue of any breach of the contract by the contractor and the Lead Agency may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Lead Agency from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Lead Agency and the participating shared service members, 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 Lead Agency under this provision.
- D. In case of default by the contractor, the Lead Agency may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Lead Agency reserves the right to cancel the contract.
- F. 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 Lead Agency(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 Lead Agency.

- G. 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 Lead Agency.
- H. The Lead Agency may terminate the contract for convenience by providing 60-calendar days advanced notice to the contractor.

#### **IX. PAYMENT - TOWNSHIP OF LONG BEACH**

- A. No payment will be made unless duly authorized by the Lead Agency's/Shared Service Members authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Lead Agency's/Shared Service Member's policy and procedures.
- C. The Township of Long Beach and participating shared service members DO NOT PAY late fees.
- D. Bills are publicly approved every first Monday of each month at regular Township of Long Beach Board meeting. All bills approved at that meeting are paid by check and are mailed from the Treasurer's office within five days. All vouchers submitted for payment must be in the Treasurer's office by 2:00pm on the Tuesday preceding a Monday meeting.
- E. No deposits or pre-payments will be accepted as condition of acceptance of award.

## **SPECIFICATIONS:**

Contracts will be awarded on the basis of qualification based competitive evaluation. Although the cost of services will be a factor in the decision-making process, the qualifications of the firm will have substantial weight in the process as well.

**The contract(s) will be in effect from July 1, 2019 and will expire on June 30, 2024.**

**All proposals must include the following minimum information to be considered:**

- Name of the individual(s) to be assigned to perform the tasks.
- Professional experience of the individual(s) to be assigned including a listing of experience with Long Beach Township and/or experience with other municipalities.
- A statement concerning the ability of the firm/individual to perform tasks assigned by the Township in a timely fashion.
- Professional licenses held by the individual(s) to be assigned.
- Educational background and experience of the individual(s) to be assigned.
- A description of the support staff available to the individual(s) to be assigned
- A list of professional references with addresses and telephone contact numbers.
- Detailed hourly rates for ALL staff that will be or potentially could be assigned and any other "charges" for extra services not included in hourly rates.
- Any known potential conflicts of interest that may result in the individual/firm becoming disqualified from working for Long Beach Township for any reason.
- Affirmative Action information.
- Submission of a copy of your Business Registration Certificate.
- Insurance Certificates as defined in Section II -D, issued by an insurance carrier licensed in the State of New Jersey, for the firm/company showing the amount of professional liability insurance and all other coverage in place as of 07/01/2019.

All submissions shall be kept on file during the term of the related contract and shall be public records after the deadline for the submission of the proposals (April 16, 2019).

**REQUEST FOR QUALIFICATIONS/PROPOSAL FROM INDIVIDUALS AND/OR FIRMS INTERESTED  
IN PROVIDING PLANNING SERVICES FOR THE  
RESILIENT NJ PLANNING PROCESS  
IN THE LONG BEACH ISLAND REGION OF OCEAN COUNTY, NEW JERSEY**

Long Beach Township, acting as Prime Agent, and the remaining barrier island municipalities of Barnegat Light, Beach Haven, Harvey Cedars, Ship Bottom and Surf City along with a local 501(c)(3) organization, all known as “Regional Team” have been awarded a Regional Planning Grant from the United States Department of Housing and Urban Development (HUD) and the New Jersey Department of Environmental Protection. This process will result in the development of Regional Resilience and Adaptation Action Plans and the Regional Team implementing selected actions from these plans. The program seeks collaborative regional planning projects that will:

- Identify and address gaps in flood resiliency planning within selected regions;
- Reach underserved populations, ensure representation and participation from socially vulnerable populations, and address their needs and risks;
- Develop innovative and implementable solutions that increase flood resilience in both the short and long term;
- Implement or advance prioritized actions that will reduce the risk of flood related hazards to the region;
- Enhance the value and integrity of the ecological, recreational, and economic resources in the regions;
- Ensure collaboration among a wide variety of stakeholders

The “Regional Team” is responsible for actively working with the Consultant Teams in a collaborative process to identify regional assets, engage the local communities, set resilience priorities, select a community-supported comprehensive resilience and adaptation strategy, and work with the consultants to execute selected actions from that strategy.

The Consultant Teams will be retained directly by the NJDEP and will be comprised of planners, engineers, designers, scientists, and other experts will work collaboratively with the Regional Team and their selected planning consultant retained under this proposal to develop the Action Plans and implement the selected actions.

The “Regional Team” is requesting the services of a consultant as the municipalities lack the resources, including those of additional employees, to commit the time required to completing the tasks associated with the Resilient NJ Plan.

The Township of Long Beach, along with the other Regional Team Members, will select one (1) individual and/or firms to provide said services for the municipalities. The selected individuals and/or firms shall be based upon a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. seq. and in accordance with the Resolution previously adopted by the Municipalities to secure such services through a fair and open process. In order to have a proposal considered by the Regional Team, an interested individual/firm must provide evidence that they satisfy the minimum requirements for this position, as set forth in Section II of this document and that they otherwise comply with the proposal requirements set forth in the Township of Long Beach’s requirements for NOTICE AND SOLICITATION OF QUALIFICATION AND PROPOSAL.

## **INTRODUCTION AND PURPOSE**

The Regional Team is seeking an individual and/or firm for active participation in regional resilience and adaption planning. Though the Consultant Teams will be responsible for the deliverables from the program, the Regional Team members and or its consultant will be expected to attend project meetings with the Consultant Team throughout Phases 1 and 2. Regional Teams, along with the chosen consultant, will help the Consultant Teams identify local stakeholders and appropriate outreach methods for community engagement. The previously selected 501(c)(3) organization has demonstrated the capability to engage members of the public from neighborhoods or communities within the project area, particularly those that are socially vulnerable or underrepresented.

The Regional Team, along with its consultant, will work with the Consultant Teams to map community assets, identify socially vulnerable populations, as well as existing planning and policy gaps. It is expected that this task will involve significant public input.

The Resilient NJ Planning Process seeks to help communities develop a diverse set of projects to reduce the risk of future flood related hazards. The Regional Team, their consultant and the Consultant Team will propose multiple “scenarios”, each of which will include a strategic suite of projects and mitigation actions that meet local priorities and address the specific risks and unique vulnerabilities of the region.

The scenarios will be analyzed for the collective impact they will have on the region. As part of the presentation of the scenarios, the Consultant Teams will provide a detailed cost benefit analysis on the suite of strategies to illustrate their collective risk reduction potential, possible hurdles and challenges, estimated costs, and environmental and socioeconomic impacts. The proposed scenarios will be reviewed and prioritized by the Regional Teams, along with the consultant, with input from interested stakeholders. The Consultant Teams will be responsible for the Action Plans which will be reviewed by the Regional Teams and its consultant.

Phase 2 of this planning process will include the implementation of projects and actions. It is understood that the Consultant Teams will execute the activities in Phase 2 but the Regional Teams and its consultant will be responsible for continued attendance at meetings, providing guidance and oversight to ensure the projects have local support and facilitating community engagement activities.

Its anticipated that Phase 2 will begin in late 2020 and all projects must be finished by May 2022.

The Township has structured a procurement process that seeks to obtain the best services on behalf of the Regional Team while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to this RFQ&P. A contract will be awarded as provided by law at a public meeting.

Interested parties should contact Angela Anderson, Sustainability Coordinator at 609-361-6641, for additional information.

Any awards made through the NJ Resilient Program will be subject to the Community Development Block Grant Disaster Recovery (CDBG-DR) provisions for funding.

## **RFP REQUIREMENTS:**

The Respondent shall provide two (2) bound copies, single or double-sided, and one (1) electronic copy on compact disk each containing the following information:

### *General Information*

1. Name of the key contact personnel assigned to this project and their qualifications.
2. A description of the business organization (i.e., corporation, partnership, joint venture, etc.), its ownership and its organizational structure.
3. The number of years your organization has been in business under the present name and the number of years the organization has been under the current management.

### *Performance Information*

4. A narrative statement of the respondent's understanding of the Regional Team's needs and goals and how it would be able to meet the requirements in the timeframe allowed.
5. A description of the firm's overall experience in providing the type of services sought in the RFP including familiarity with barrier island communities, flood hazard areas, coastal vulnerabilities and regional planning expertise.
6. References, with name, address and contact information. Please list similar projects of this scope for consideration by the Regional Team.
7. Provide an hourly rate schedule.

## **SELECTION CRITERIA:**

The proposals will be evaluated on the basis of the most advantageous to the Regional Team, all factors considered. The evaluation will consider:

1. Past experience, reputation and achievements both of the firm and the assigned team members in successfully consulting on similar projects.
2. Demonstrated understanding of the project's concept and goals and of the subject matter addressed within this RFP.
3. Ability to meet project timeframes.
4. Hourly Rate Schedule.
5. Other factors if demonstrated to be in the best interest of the Regional Team.

**TOWNSHIP OF LONG BEACH  
PROPOSAL DOCUMENT CHECKLIST**

<b>Required by owner</b>	<b>Submission Requirement</b>	<b>Initial each required entry and if required submit the item</b>
	Legal Notice to Bidders - read carefully Americans with Disabilities Act – read carefully	
[X]	Indemnification Form	
[X]	Proposal Form	
[X]	New Jersey Business Registration (must be submitted prior to contract award)	
[X]	References	
[X]	Mandatory Affirmative Action Language (pg. AA1-AA2)	
[X]	Insurance Certificates	
[X]	Two (2) physical copies of the proposal one (1) electronic copy on compact disk (pg. P-10)	
[X]	Disclosure of Investment Activities in Iran	
[X]	W-9 Request for Taxpayer Identification Number and Certification	
[X]	Non-Collusion Statement	
[X]	Stockholder Disclosure Certification	

Please submit provide two (2) bound copies, single or double-sided, and one (1) electronic copy on compact disk each containing the following information:

**[X] Provide the Required Form(s)**

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**NOTICE TO VENDORS**  
**RFP #2019-041619**

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Sealed RFP responses addressed to Lynda Wells, Qualified Purchasing Agent of the Township of Long Beach will be received up to **2:00 p.m.** on **April 16, 2019** at the Office of the Municipal Clerk, Long Beach Township, 6805 Long Beach Blvd, Brant Beach, NJ 08008.

**SEALED PACKAGE or SEALED ENVELOPE MUST BE ENDORSED AS FOLLOWS:**

**RFP # 2019 - 041619**

**Request for Proposals for FIRMS INTERESTED IN PROVIDING PLANNING SERVICES FOR THE RESILIENT NJ PLANNING PROCESS in the Long Beach Island Region of Ocean County NJ for the Township of Long Beach**

**OBTAINING PROPOSAL DOCUMENTS:** Specifications or any additional information may be obtained on the Long Beach Township Website at [www.longbeachtownship.com](http://www.longbeachtownship.com) or at the office of the Purchasing Agent, Long Beach Township, 6805 Long Beach Blvd, Brant Beach, NJ 08008, (609-361-1000 Ext 6633) during regular business hours 9:00 am to 4:00 pm Monday through Friday, excluding holidays. Specification questions shall be directed to Angela Andersen via email: [andersen@longbeachtownship.com](mailto:andersen@longbeachtownship.com)

All RFP Addenda will be issued on the website. Interested respondents should check the website now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addendum related to this procurement.

**RFP MUST BE SEALED, ADDRESSED AND DELIVERED TO:** Lynda Wells, Qualified Purchasing Agent, Long Beach Township, 6805 Long Beach Blvd., Brant Beach, NJ 08008. Proposals will not be accepted after **2:00 PM on April 16, 2019.**

Required bidder information can be found in the RFP documents.

Bidders are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:271 et seq.

Lynda Wells, QPA  
Purchasing Agent  
March 21, 2019



## **STATEMENT OF OWNERSHIP**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)

## **DISCLOSURE CERTIFICATION**

### **This Statement Shall Be Included with Bid Submission**

No corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship shall be awarded a contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted a statement setting forth the names and addresses of all stockholders who own ten (10) percent or more of the stock of any class, or of all individual partners who own a ten (10) percent or greater interest therein. If one or more such stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid whether or not a stockholder or partner owns less than 10% of the business submitting the bid.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations. Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

**CERTIFICATION**

**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:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation               | <input type="checkbox"/> Sole Proprietorship       |
| <input type="checkbox"/> Ltd Partnership          | <input type="checkbox"/> Ltd Liability Corporation | <input type="checkbox"/> Ltd Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |  |  |

**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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

ACKNOWLEDGMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA

Pursuant to Local Public Contracts Law 40A:11-23 the contractor/bidder shall acknowledge by signature the following:

ADDENDUM #1 dated \_\_\_\_\_

ADDENDUM #2 dated \_\_\_\_\_

ADDENDUM #3 dated \_\_\_\_\_

Bidder's Signature \_\_\_\_\_

Bidder's Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

I, (Name) \_\_\_\_\_, of the municipality of \_\_\_\_\_ in the county of \_\_\_\_\_ in the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say I am (Title) \_\_\_\_\_ of the firm of (Name of Firm) \_\_\_\_\_, the bidder making the Proposal for the above-named project, and that I exercise the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Long Beach relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_ . (N.J.S.A. 52:34-15)

(Name of Contractor)

Name: \_\_\_\_\_  
Signature

Title \_\_\_\_\_

Name: \_\_\_\_\_  
Printed

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Notary: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Project: \_\_\_\_\_

Proposer/Bidder Name: \_\_\_\_\_

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, she/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 person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

\_\_\_\_\_ **is not** providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity 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.

**And**

\_\_\_\_\_ **is not** a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it, or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the New Jersey Turnpike authority under penalty of perjury. 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.**

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**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 proposer/bidder, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.**

Name: \_\_\_\_\_

Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Township of Long Beach is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township to notify Township 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 agreement(s) with Township of Long Beach and that Township, at its option, may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print):

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Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

State of New Jersey  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
**OFFICE OF THE DIRECTOR 33 WEST STATE STREET**  
P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>  
Telephone (609) 292-4886 / Facsimile (609) 984-2575

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

**The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25”):**

1.	Amona
2.	Bank Markazi Iran (Centra
3.	Bank Mellat
4.	Bank Melli Iran
5.	Bank Saderat PLC
6.	Bank Sepah
7.	Bank Tejarat
8.	Belaz
9.	Belneftekhim (Belorusneft
10.	China International United Chemicals Co., Ltd. (Unip
11.	China National Offshore C (CNOOC)
12.	China National Petroleum
13.	China National United Oil
14.	China Petroleum & Chemi (Sinopec)
15.	China Precision Machinery (CPMIEC)
16.	Grimley Smith Associates

17.	Indian Oil Corporation
18.	Kingdream PLC
19.	Naftiran Intertrade Company (NICO)
20.	National Iranian Tanker Company (NITC)
21.	Oil and Natural Gas Corporation (ONGC)
22.	Oil India Limited
23.	Persia International Bank
24.	Petroleos de Venezuela (PDVSA Petróleo, SA)
25.	PetroChina Company, Ltd.
26.	Sameh Afzar Tajak Co. (SATCO)
27.	Shandong Fin Cnc Machine Company, Ltd.
28.	Sinohydro Co., Ltd.
29.	SKS Ventures
30.	Som Petrol AS
31.	Zhuhai Zhenrong Company

**List Date: January 31, 2019**

**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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

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 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 to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.



The contractor or subcontractor agrees as may be applicable 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 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 to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, 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 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/AA 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/AA for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**NOTICE TO CONTRACTORS**

**RE: AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, c. 127**

**PROCUREMENT AND SERVICE CONTRACTORS:**

Bidders are required to comply with the requirements of P.L. 1975, c. 127.

**A. ALL CONTRACTORS**

1. Within seven (7) days after receipt of the notification of intent to Award the contract, or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Municipality:
  - An existing Federally approved or sanctioned Affirmative Action Program.
  - A Certificate of Employee Information Report Approval.
  - If the contractor cannot present either of the above-listed items, the contractor is required to submit a completed Employee's Information Report (Form AA302). This form will be made available to contractors by the Municipality.

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**The following questions must be answered by all prospective contractors:**

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

Yes \_\_\_\_\_

No \_\_\_\_\_

If "yes", please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report approval?

Yes \_\_\_\_\_

No \_\_\_\_\_

If "yes", please submit a photo static copy of such approval.

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

Company: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

The contractor and the Township of Long Beach, (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. 5121 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 there unto, 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 damages 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.

**INDEMNIFICATION AGREEMENT**

THIS AGREEMENT ("Agreement"), by and between Township of Long Beach ("Long Beach"), whose address is 6805 Long Beach Boulevard, Brant Beach, New Jersey 08008, and

\_\_\_\_\_, ("Bidder"), whose address is \_\_\_\_\_, shall be binding and legally effective upon the execution of the Bidder.

WITNESSETH:

1. Bidder expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless Long Beach, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Long Beach, from and against any loss, damages, claims, causes of action, liabilities, obligations, penalties, demands, municipal mechanic's liens filed by any subcontractors pursuant to N.J.S.A. 2A:44-125, *et seq.*, and any conduct or action taken by Long Beach relating to any such lien, and any and all other costs and expenses, including attorneys' fees and costs, threatened against, suffered, and/or incurred by Long Beach, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Long Beach arising out of and/or in any manner relating to the permitted, contracted, and/or licensed activity engaged in by Bidder in and/or relating to Long Beach, and the acts and/or omissions of the Bidder, its officers, owners, agents, employees, independent contractors, guests, volunteers, others working on behalf of Bidder, and/or customers relating thereto. Bidder shall be responsible and liable for the payment of any and all of the foregoing attorney's fees and costs, to attorneys of Long Beach's selection, for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating to this Agreement.
2. The applicant has furnished the Certificates of Insurance which name Long Beach as an additional insured, where required, with limits of liability described as follows: (i) Workers Compensation/Employers Liability: \_\_\_\_\_; (ii) General Liability: \_\_\_\_\_; (iii) Automobile Liability: \_\_\_\_\_; and (iv) E&O Malpractice: \_\_\_\_\_.
3. The existence of any available and/or applicable insurance shall not waive or release Bidder from the Bidder's obligations set forth in this Agreement.

Dated: \_\_\_\_\_  
\_\_\_\_\_ BIDDER

STATE OF \_\_\_\_\_ )  
  )        SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public in and for said county, personally appeared (signer) who has satisfactorily identified him/her as the signer on behalf of the Bidder to the above-referenced document.

\_\_\_\_\_  
Notary's Name

Seal

**CERTIFICATE BUSINESS REGISTRATION**

**(P.L. 2004, c.57)**

**(N.J.S.A. 52:32-44)**

All business organizations that do business (i.e. compete for or enter into a contract) with a State, County or Local Contracting Agency are required to be registered with the State and provide proof of their registration to the contracting agency. Proof of valid business registration shall be in the form of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. Information on how a business can obtain a certificate is located on the Internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by telephone at 609-292-1730. The purpose of the registration is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales, use, and other taxes. A contractor and its subcontractor(s) must collect and remit to the Division of Taxation the use tax pursuant to the Sales & Use Tax Act on all sales of tangible personal property delivered into this State. Notice of these requirements must be provided in bid specifications, requests for proposals and any other documents notifying potential contractors or procurement opportunities. Business registration is required for any contract in excess of \$6,000 (15% of \$40,000) for municipalities with Qualified Purchasing Agents.

A contracting agency shall not enter into a contract with a business organization unless it has received proof of the business registration at the time of the bid or the proposal submission, in response to a request for bids or proposals. For all other transactions, the proof of business registration must be received prior to the issuance of a purchase order or other contracting document.

All public contractors submitting bids for public work must submit a copy of their proof of business registration with their bids. Bidders must also obtain and submit proof of registration from those subcontractors at all levels (tiers) if the specifications require the subcontractor to be listed or named in the bidder's submission. Proof of valid business registration must be provided by the bidders and their named subcontractors at all levels (tiers) at the time the bid or proposal is officially received and opened by the contracting agency if required by the specifications. Failure to submit proof of registration is considered a mandatory rejection of bids and is non-waivable by the contracting agency.

The contractor shall provide written notice to its subcontractor and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof extends down through all levels (tiers) of the project. After the award of a project, the contractor has the obligation to obtain proof of registration from each subcontractor or a supplier on the project (in addition to those listed or named in the bid submission) and file proof of their business registration with the contracting agency prior to receiving final payment.

If there are no subcontractors on a project, the contractor must certify to that effect.

-----Attach Certificate-----

**PROPOSAL**

Pursuant to public advertisement, we the undersigned hereby declare that we have carefully examined the attached proposal for PLANNING SERVICES FOR THE RESILIENT NJ PLANNING PROCESS in the Long Beach Island Region of Ocean County NJ for the Township of Long Beach. We propose to furnish the base Proposal according to the requirements of the specifications at a price exclusive of all taxes.

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**Please kindly provide the contact information for the individual designated in your organization to assist the Township of Long Beach with any questions or issues throughout the 2019-2023 calendar years:**

Contact Name (print): \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_