

REQUEST FOR PROPOSALS

**WATER MAIN REPAIR AND DRAINAGE PIPE REPAIR
SWARTHMORE AVENUE, LAKEWOOD, NEW JERSEY**

**RFP Issued: April 23, 2012
Proposals due: May 14, 2012**

Issued by:

**Township of Lakewood
231 Third Street
Lakewood, New Jersey 08701**

**NOTICE TO PROPOSERS
TOWNSHIP OF LAKEWOOD

REQUEST FOR PROPOSALS
FOR
WATER MAIN REPAIR AND
DRAINAGE PIPE REPAIR
SWARTHMORE AVENUE, LAKEWOOD, NEW JERSEY**

The Township of Lakewood (“Township”) is soliciting proposals to perform or furnish the following services which are more fully described in the proposal packet available from the Township Engineer’s Office, Municipal Building, 231 Third Street, 2nd Floor, Lakewood, New Jersey, and which are available weekdays, during normal business hours, telephone number 732-364-2500 ext. 5237. Proposals must be submitted in the form provided in the proposal packet.

These proposals are being solicited through the competitive contracting procurement process in accordance with N.J.S.A. 40A:11-4.1 et seq., which is a fair and open process as referred to in N.J.S.A. 19:44A-20.4 et seq. **Sealed responses to these requests must be received by the Township Manager’s office no later than 10:00 a.m. on May 14, 2012.** The Proposal Opening will take place at the above time and date at the Township Manager’s office, 2nd Floor of the Municipal Building, 231 Third Street, Lakewood, New Jersey, where the Township will publicly open the Proposals received. **Prior to 10:00 a.m. on the morning of May 14, 2012, Proposals must be delivered to the Township of Lakewood, Township Manager’s office, 231 Third Street, Lakewood, New Jersey, 08701, to the attention of Township Manager. Alternatively, Proposals may be hand-delivered between 9:30 and 10:00 a.m. on the morning of May 14, 2012.** Proposals that are not received by 10:00 a.m. at the Municipal Building, 231 Third Street, Lakewood, New Jersey may be rejected. The envelope containing a proposal shall be plainly marked on the outside of the sealed envelope to show the services for which the proposal is submitted, i.e., **“REQUEST FOR PROPOSALS FOR WATER MAIN REPAIR AND DRAINAGE PIPE REPAIR, SWARTHMORE AVENUE, LAKEWOOD, NEW JERSEY.”**

All contracts will be awarded by the Township at a public meeting(s), pursuant to a fair and open process and in accordance with the criteria set forth in this Request for Proposals and in accordance with applicable laws.

Persons awarded a contract under these procedures are required to comply with the requirements of the Equal Employment Opportunity Laws and Regulations, Americans With Disabilities Act of 1990, P.L. 2004, C19. “The New Jersey Local Unit Pay-to-Play” Law (N.J.S.A. 19:44-A-20.4 et seq.) and New Jersey Campaign Contributions and Expenditure Reporting Act (N.J.S.A. 19:44A-1 et seq.); and the Prevailing Wage Act, (N.J.S.A. 34:11-56.25 et seq.).

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REQUEST FOR PROPOSAL (RFP)
Water Main Repair and Drainage Pipe Repair
Swarthmore Avenue

I. RFP TERMS AND CONDITIONS

A. This RFP does not commit the Township to award a contract. No other party, including any Contractor, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the Township, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This RFP and the process it describes are proprietary to the Township and are for the sole and exclusive benefit of the Township. Any response, including written documents and verbal communication by any Contractor to this RFP, will become the property of the Township and if required by law may be subject to public disclosure by the Township or any authorized agent of the Township. The Township is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.

B. It shall be the Contractor's responsibility to review and verify the completeness of its proposal. The Township may request additional or clarifying information or more detailed information from any Contractor at any time, including information inadvertently omitted by a Contractor. The Township may request to inspect properties or contact clients referred in the Contractor's proposal. The Township also reserves the right to conduct investigations with respect to the qualifications of a Contractor.

C. Verbal communications made by any Township employee or agent of the Township with respect to this RFP is not binding and shall not in any way be considered as a commitment by the Township. **Only written responses to questions submitted in writing to the Township or written addenda to this RFP issued by the Township will be considered binding on the Township.**

D. Township employees and officials are prohibited from responding to this RFP or being a party, direct or indirect, to any contract resulting from the RFP and no proposal shall be accepted from or contract awarded to, any Township employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest. No Contractor may be a Contractor to more than one proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate proposals. Any proposal may be rejected that, in the Township's sole judgment, violates these conditions or the spirit of these conditions.

E. The Township reserves and may exercise the following rights and options with respect to evaluation of proposals and selection for negotiation:

- i. To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the Township's sole discretion, it is in the Township's best interest to do so;
- ii. To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to

- cancel this RFP with or without issuing another RFP;
- iii. To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the Township's best interest to do so;
- iv. To reject the proposal of a Contractor that, in the Township's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Township or another government entity, is financially or technically incapable or is otherwise not a responsible Contractor;
- v. To reject as informal or non-responsive any proposal which, in the Township's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations, or items of work not called for by this RFP;
- vi. To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the Township's sole judgment, material to the proposal;
- vii. To permit or reject, at the Township's sole discretion, amendments (including information inadvertently omitted), modifications alterations and/or corrections of proposals by some or all of the respondents following proposal submission;
- viii. To request that some or all of the Contractors modify proposals based upon the evaluation of the Township.

F. The Township may enter into negotiations for a contract, on terms and conditions satisfactory to the Township with one or more selected Contractor(s). However, the Township reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple Contractors. The Township reserves the right to negotiate acceptable terms in any otherwise unacceptable proposal. Such negotiations may result in changes in terms material to this RFP; in such event, the Township shall not be obligated to inform other Contractors of the changes, or permit them to revise their proposals accordingly, unless the Township, in its sole discretion, determines that doing so and permitting such is in the Township's best interest. Should negotiations not prove satisfactory with the selected Contractor(s), the Township reserves the right to discontinue negotiations. Additional firms may be asked to enter into negotiations, and/or the Township may solicit new proposals.

II. SPECIFICATIONS

Project Requirements:

A section of water main under Swarthmore Avenue in the Lakewood Industrial Park between Oberlin Avenue North and Lehigh Avenue requires repair. A section of asbestos cement pipe has failed beneath a drainage crossing consisting of two (2) large storm sewer pipes. As a result, the main has been shut down between a valve installed in front of the lumberyard east of Oberlin Avenue North and the intersection of Lehigh Avenue. In addition to the water main repair, the Township is anticipating that the rehabilitation of the existing drainage pipe joints may be required.

Contractor shall provide Township with two (2) scope of work and cost proposals for corrective work. The first proposal shall include both the water main repair and anticipated rehabilitation of the drainage pipe joints. The second proposal shall be for only the water main repair work. We recognize the scope of work for the storm sewer pipes is somewhat subjective. Therefore, our request is for the two (2) proposals. Please provide unit prices where possible to help us in our evaluation of your proposals.

To assist you in the preparation of your proposals, the following are being provided:

1. Two (2) copies of the proposed final plans for the Swarthmore Avenue Water Main Repair.
2. Two (2) copies of the Guidance Document for the Management of Asbestos-containing Material (ACM).
3. Two (2) copies of the Demolition Practices under the Asbestos NESHAP.

The Township believes it is cost-effective to minimize the removal of the shut down section of existing asbestos cement water main. Accordingly, the Township proposes to have most of the main abandoned and remain in place by filling and capping. It will be necessary to remove the old water main at each end of the project where the new water main will have to transition back to the existing.

The Township recommends dewatering the project area with well points. The plans direct the dewatering to be discharged into the existing storm sewer system on Swarthmore Avenue east of the project site.

In addition to the water main repair, the Township is anticipating that the rehabilitation of the existing storm sewer joints may be necessary. At this point in time, exterior grouting of the joints will be required. The Township recognizes alternative repairs may have to be considered once the existing cross drains are exposed.

Traffic control will be necessary to keep an alternating one-way flow during construction. The Township also realizes that it may be necessary to close the road on at least a temporary basis and provide a detour. Fortunately, no business access points are located within the limits of the work site.

A Soil Erosion and Sediment Control Certification from the Ocean County Soil Conservation District exist for the plans provided.

III. QUALIFICATIONS

To ensure a high-quality level of operation for the facility, Contractor must demonstrate minimum experience and qualifications. Applicants must provide evidence of the following:

- Experience in the type of work covered by Specifications.
- Fiscal solvency and capacity to complete the work.
- Be an equal opportunity employer.
- Must not be currently indebted to the Federal Government, State of New Jersey, or the Township of Lakewood for non-payment of taxes, fines, judgments, liens or fees.

Additional copies of this RFP, as well as copies of documents referenced in this RFP, may be obtained by emailing Township Engineer, jeffstaiger@lakewoodnj.gov. Also copies may be obtained in person at the Municipal Building, 231 Third Street, 2nd Floor, Lakewood, New Jersey, 08701.

IV. PROPOSAL INSTRUCTIONS

Submission Date and Requirements

One (1) original and three (3) bound copies, and two (2) electronic copies of the proposal on separate Universal Serial Bus (USB) flash drives or CD's must be submitted to:

**Township Engineer
Municipal Building
231 Third Street, 2nd Floor
Lakewood, New Jersey 08701**

Faxed responses are not acceptable.

The following conditions apply to this submission:

- **Proposals must be submitted by 10:00 p.m. on May 14, 2012.**
- Proposals must be signed, in ink, by an individual duly authorized to bind the Contractor and must be sealed and labeled on the cover with the RFP title and Contractor's name.
- Proposals must be 1-1/2 spaced (or double spaced) and in a font size of 12 or larger. **Proposals typed single-spaced or in a font size smaller than 12 will not be accepted.**
- Proposals or proposal components ***will not*** be accepted via facsimile (fax) transmission or email.
- Proposals shall remain binding for ninety (90) days from the date of proposal submission.
- The Township reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise.

REQUIRED ELEMENTS OF PROPOSAL

Contractors may submit any information they deem necessary and appropriate for the Township to fully and completely evaluate their qualifications. The proposal must, at a minimum, include the following general information and forms listed below:

1. Affirmative Action Compliance Notice (Exhibit A)
2. Americans with Disabilities Action of 1990 Language (Exhibit B)
3. Proof of Business Registration Certificate (Exhibit C)
4. Stockholder Disclosure Certification (Exhibit D)
5. Non-Collusion Affidavit (Exhibit E)
6. Insurance and Indemnification (Exhibit F)
7. RFP Document Checklist (Exhibit G)
8. Description of the Contractor's business history
9. Description of the Contractor's relative experience
10. At least two persons or businesses that have firsthand knowledge of the Contractor's ability to successfully provide the services requested. If possible, at least one reference should be a public entity other than the Township.

V. REVIEW OF PROPOSAL RESPONSES

Selection Process

All proposals received by the deadline will be evaluated by a committee established by the Township or its designee. Evaluation criteria will include, but not be limited to the following:

1. Demonstrated experience.
2. Organizational Capacity. The ability of the organization to manage the scope of work.
3. Contractor understands the Township's desires and general approach to the service request.
4. Completeness of Proposal and adherence to submission requirements.
5. Qualifications of the Contractor assigned to this service.
6. Demonstrate ability of the Contractor to provide qualify service and meet on-site requirements.
7. Ability to work effectively with Township Staff.

Upon the review and discussion of the quality and responsiveness of the proposals received, the committee will make recommendations to the Township Engineer.

The process for selection shall occur in the following sequence:

1. Evaluate proposals;
2. Establish a “short list” of potential Contractors;
3. Oral presentation/Interview with applicable Township Officials, if needed;
4. Identify best qualified Contractor;
5. Award of Contract.

The Township reserves the right to reject any and/or all proposals, and to negotiate modifications or acceptance of parts of a proposal. Other terms and conditions will be negotiated at the time of selection and the final form of the agreement will be subject to the approval of the Township Attorney. All proposals submitted shall become the property of the Township.

Notification of Awards

The successful Contractor will be required to execute an Agreement with the Township which is subject to formal approval by the Lakewood Township Committee.

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

The Contractor 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 or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and the employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 for the provisions of this nondiscrimination clause.

The Contractor 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 or sex.

The Contractor 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 worker's 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 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 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 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 ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

EXHIBIT A
TOWNSHIP OF LAKEWOOD
Mandatory Equal Employment Opportunity Notice
N.J.S.A. 10:5-31 et seq. and N.J.A.C 17:27 et seq.
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The successful Contractor shall submit to the Township of Lakewood, after notification of award but prior to execution of a contract, one of the following three documents as forms of evidence:

- (A) A photocopy of a valid letter that the vendor 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. 17:27-1.1 et seq.; or
- (C) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Lakewood to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful Contractor may obtain the Employee Information Report (AA302) from the Township of Lakewood during normal business hours and distributed in accordance with the requirements on the Employee Information Report.

The undersigned Contractor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

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

Company: _____

Signature: _____ Print Name: _____

Title: _____ Date: _____

EXHIBIT B
TOWNSHIP OF LAKEWOOD
AMERICANS WITH DISABILITIES ACT, ENVIRONMENTAL COMPLIANCE
AND CONFLICT OF INTEREST CERTIFICATION

The Contractor and the Township of Lakewood do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Lakewood pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township of Lakewood in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Township of Lakewood, 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 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.

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

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

It is further agreed and understood that the Township of Lakewood 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 provision of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township of Lakewood from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

The Township of Lakewood does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The Township of Lakewood shall allow access to any books, documents, papers and records of the Contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

The Township of Lakewood considers it to be a substantial conflict of interest for any company desiring to do business with the Township of Lakewood to be owned, operated or managed by any Township of Lakewood employee, nor shall any Township of Lakewood personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the Township of Lakewood.

I hereby certify compliance with the foregoing.

The undersigned is a Corporation under the law of the State of _____, having principal offices at _____.

Name of Partnership, Corporation or Individual

Signed by: _____

Print Name and Official Title

Address: _____

Telephone: _____

E-mail address: _____

Federal ID. No.: _____

EXHIBIT C

STANDARD BID DOCUMENT REFERENCE

Name of Form:	Business Registration Certificate
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference:	Statutory and Other Requirements VII-D
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid Submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division website at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

EXHIBIT D
TOWNSHIP OF LAKEWOOD
STOCKHOLDER DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership.”

- 1 If the Contractor is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
- 2 If the Contractor is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
- 3 If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
- 4 If the Contractor is other than a corporation or partnership, the Contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name: _____ Address: _____

Signature: _____ Date: _____

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

Signature: _____ Date: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

Signature: _____ Date: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

____ Limited Partnership _____ Limited Liability Corporation

____ Limited Liability Partnership _____ Subchapter S Corporation

Signature: _____ Date: _____

**EXHIBIT F
TOWNSHIP OF LAKEWOOD
INSURANCE REQUIREMENTS
INDEMNIFICATION
AND ACKNOWLEDGMENT FORM**

Insurance

Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain at its sole cost and for the duration of the contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees and/or subcontractors. In the event that Contractor subcontracts any portion of the work the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to the following:

Insurance Coverage Required

The policies and amounts of insurance required hereunder shall be as follows:

- (a) General Liability (including premises and operations, contractual liability, personal injury, independent Contractors liability): One Million Dollars (\$1,000,000.00) single limit, per occurrence. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be three times the occurrence limit.
- (b) Workers' Compensation and Employer's Liability: Workers Compensation Insurance (if Contractor is required to have) in an amount required by the laws of the State of New Jersey and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing services under this purchase order.

General Requirements – All of Contractor's insurance:

- (a) Shall be issued by an insurance company which is an admitted carrier in the State of New Jersey and maintains a Secure Best's Rating of "A" or higher; unless otherwise approved by the Township;
- (b) General Liability and Employer's Liability shall name the Township, and its officers, officials, employees, agents, representatives, volunteers (collectively hereinafter "Township and Township Personnel") as additional insured's and contain no special limitations on the scope of protection afforded to Township and Township Personnel. All insurance provided hereunder shall include the appropriate endorsements;
- (c) Shall be primary insurance and any insurance or self-insurance maintained by Township of Township Personnel shall be in excess of Contractor's insurance and shall not contribute with it;

- (d) Shall be “occurrence” rather than “claims made” insurance;
- (e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;
- (f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against Township and Township Personnel;
- (g) Shall be written by good and solvent insurer(s) admitted to do business in the State of New Jersey and approved in writing by Township;
- (h) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days’ prior written notice thereof given by the insurer to Township by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days’ prior notice shall be provided; and
- (i) The Township shall have the right, upon reasonable notice to Contractor to request an increase in the amount of the insurance coverage or to modify the nature of the insurance coverage required under similarly situated carriers.

Deductibles

Any deductibles or self-insured retentions must be declared to and approved by the Township prior to the execution of the agreement by the Township.

Evidence of Coverage

Contractor shall furnish Township with Certificates of Insurance demonstrating the coverage required prior to any commencement of work to be completed.

Certificates shall be faxed and then mailed to:

Jeffrey Staiger, Township Engineer
Township of Lakewood
Municipal Building
231 Third Street
Lakewood, New Jersey 08701

Workers’ Compensation Insurance

In event Contractor has no employees requiring Contractor to provide Workers’ Compensation Insurance, Contractor shall so certify to Township in writing prior to work commencement. Township and Township Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provision of law relating to Workers’ Compensation.

Indemnification

Contractor shall indemnify, defend and hold Township and Township personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney’s fees, costs,

damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein “claims” or “liabilities”) that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of the Township, whether or not there is concurrent active or passive negligence on the part of the Township and/or Township personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of Township or Township Personnel. In connection therewith:

Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney’s fees incurred in connection therewith.

Contractor shall promptly pay any judgment rendered against Township or Township Personnel for any such claims or liabilities.

In the event Township and/or Township Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to Township any and all costs and expenses incurred by Township or Township Personnel in such action or proceeding, together with reasonable attorney’s fees and expert witness fees.

Acknowledgment of Insurance Requirement:

Signature

Date

(Print Name and Title)

**EXHIBIT G
TOWNSHIP OF LAKEWOOD
SUBMISSION CHECKLIST**

Service: _____

Submission Date: _____

The following items, as indicated by initialing, shall be provided with the receipt of sealed submissions:

Required by Contractor	Submission Requirement	Initial Each Requirement and Submit Item
<input type="checkbox"/>	Affirmative Action Compliance Notice (Ex. A)	_____
<input type="checkbox"/>	Americans With Disabilities Act of 1990 Language (Ex. B)	_____
<input type="checkbox"/>	Business Registration Certificate (Ex. C.)	_____
<input type="checkbox"/>	Stockholder Disclosure Certificate (Ex. D)	_____
<input type="checkbox"/>	Non-Collusion Affidavit (Ex. E)	_____
<input type="checkbox"/>	Proof of Insurance and Indemnification (Ex. F)	_____
<input type="checkbox"/>	RFP Checklist (Ex. G)	_____
<input type="checkbox"/>	Proof of Qualifications (Section III)	_____
<input type="checkbox"/>	Proof of Required Elements of Proposal (Section IV)	_____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE QUALIFICATION PROPOSAL PACKAGE.

COMPANY/APPLICANT NAME

AUTHORIZED SIGNATURE

NAME (PRINT)

TITLE

DATE