

## **GENERAL REQUEST FOR PROPOSAL REQUIREMENTS**

This proposal is accompanied by bid security either in the form of cash, certified check or a bid bond issued by a surety company licensed to do business in the State of New Jersey in the amount of 10% of the total bid not to exceed \$20,000.00.

{This proposal is also accompanied by a Consent of Surety for Performance Bond in accordance with the conditions named in the foregoing Information for Bidders.}

The undersigned Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the undersigned shall fail to execute and deliver the Contract and Contract bonds in accordance with the terms of this Proposal and with the requirements of the foregoing information for Bidders, then the undersigned shall be deemed to have abandoned the Contract and thereupon the proposal and its acceptance shall be null and void (1) if a certified check or cash is herewith submitted as a bid security, the amount of said check accompanying this proposal shall be due and payable thereunder to the Owner as liquidated damages, otherwise the said certified check or the amount thereof shall be returned to the undersigned, or (2) if a Bid Bond is herewith submitted as a bid security, the amount specified in the Bid Bond shall be due and payable thereunder to the Owner as liquidated damages in accordance with said Bid Bond, otherwise the Bid Bond shall become null and void.

Payment for work performed will be in accordance with the bid specifications or, if there is no specific reference thereto, in accordance with the proposal.

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

## PERFORMANCE SECURITY

### Security Required

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds of face value equal to one hundred percent (100%) of the amount of the Proposal as security for faithful performance of this Contract and for the payment of persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the Contract Documents, annexed hereto. The surety on such bond or bonds shall be a duly authorized surety company.

### Release of Performance Security

The surety bond or bonds provided shall not be released until final acceptance of the whole work and then only if all liens or claims have been satisfied and any maintenance or guarantee bonds required have been executed and approved by the OWNER.}

## EXECUTION OF CONTRACT

The successful Bidder shall within twenty-one (21) days of the date of award have furnished and delivered to the OWNER the Surety Performance Bond, if required, Certificate of Insurance, and other necessary documents pertaining to the Contract before the Contract will be executed by the OWNER.

## OTHER REQUIREMENTS

All Proposals will be accompanied by the following properly executed drawings:

- A. Proposal Guarantee
- B. Non-Collusion Affidavit
- C. Consent of Surety (unless performance bond not required)
- D. Mandatory Equal Employment Opportunity Language.
- E. Affirmative Action Compliance Note.
- F. Subcontractor List.
- G. Acknowledgement of Receipt of Addenda.
- H. Ownership/Stockholder Disclosure Statement.
- I. N.J. Business Registration Certificate.
- J. All other forms as required including Bidder Certification included herein and made a part hereof.

Non inclusion of the above documents may be cause for rejection of the Proposal by the Owner.

## REJECTION OF PROPOSALS

The OWNER reserves the right to reject any or all Proposals if:

- A. There are errors or omissions in the Proposal.
- B. Bidder is not qualified to perform the work.
- C. Prices are obviously unbalanced.
- D. Competition has obviously been suppressed.
- E. Bidder has previously performed work for the OWNER in an unsatisfactory manner.
- F. There is evidence or indication of collusion or fraud.
- G. There are limitations or provisions to the Proposal.
- H. Deemed advisable to do so in the interest of the OWNER.

More than one Proposal from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

#### MODIFICATIONS OF PROPOSAL

Any party may modify his R.F.P. by telefax communication or registration or registered mail at any time prior to the scheduled closing time for receipt of bids provided such communications are received by the OWNER prior to the closing time and, provided further, the OWNER is satisfied that a written confirmation of any telegraphic modification over the signature of the bidder was mailed prior to the closing time. The communications should not reveal the bid price but should provide the addition or subtraction or other modification so that the final price or terms will not be known by the OWNER until the sealed bid is opened. The Contractor must give separate prices per unit measure for each of the several items to be provided. The sum of the prices per unit should equal the lump sum bid for the entire project.

Proposals are requested on a unit price basis unless designated otherwise. The Bidder shall state in the form of Proposal the price per item.

#### INCOMPLETE OR INFORMAL R.F.P.

No proposals will be considered in which all the items are not bid upon. Bidders are cautioned not to attach any conditions, limitations, or provisions to the Proposal as such conditions, limitations or provisions may render their bid informal and cause its rejection.

#### COMPLETION AND SUBMISSION OF R.F.P.

All prices and amounts must be written in ink, or preferably, typewritten. All erasures or corrections must be initiated by each signatory to the Proposal.

Bids must be enclosed in sealed envelopes, addressed to the OWNER, bearing on the outside the name and address of the bidder and that a bid is enclosed and must be delivered at the place and time required or mailed so as to be received prior to the time that bids are advertised to be opened. Bids in unsealed envelopes or without the bidder's name on the outside thereof will not be considered.

#### ERRORS IN PROPOSALS

In the event there is a discrepancy between the unit prices and the extended total, the unit prices shall govern; or if between the correct sum of the extended totals and the total bid submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts given in numerals.

### ITEMS TO BE BID IN PLACE

Unless otherwise specified, the price bid for each of the items in the Proposal shall be for the item delivered and in place. Any and all work necessary to deliver or place such items in the project shall be estimated and included in the cost of each item.

### BIDDERS TO DETERMINE CONDITIONS

The Bidder is assumed to have fully informed himself of all conditions concerning this bid.

### TIME FOR COMPLETION OF PROJECT

All work stipulated in the contract shall be completed within the calendar days set forth in the technical specifications. If no date is specified, then the completion date or delivery date shall be as set forth in the proposal. The Contractor shall, however, not begin work until:

- A. The Contract has been fully executed and the required bonds and insurance certificates have been provided and approved by the OWNER.
- B. The Contractor has executed and returned the Notice to Proceed to the Owner.
- C. The Contractor has provided the OWNER with a minimum of seventy-two (72) hours notice concerning the time and place he intends to commence work.
- D. The Contractor has received permission from the OWNER to commence initial work on the project.

### LIQUIDATED DAMAGES

#### Damages for Cause

The Contractor shall be liable to the Owner for all expenses, losses or damages, incurred in consequence of any defect, omission or mistake of the Contractor, his subcontractors, agents or employees or for the making of good thereof.

### INVITATION TO SUBMIT R.F.P.

In accordance with the advertisement, Proposals will be received for the performance of the project, the designation of which is stated in the advertisement.

Bids are required for the items requested in the form of Proposal for the Project. The price bid shall cover all costs of any nature, incident to or growing out of the project including the cost of all work, labor, materials, equipment, transportation and all else necessary to perform and complete the Project in the manner and within the time required, all incidental expenses in connection therewith, all costs for loss by damage or destruction of the Project, for any additional expenses on account of unforeseen difficulties encountered, for settlement of damage and for replacement of damages and for replacement of defective work and materials.

Before submitting his Proposal, the Bidder shall be familiar with the specifications and other documents that will form parts of the Contract.

#### SCOPE OF THE WORK

The Contractor shall furnish all of the materials and all of the equipment and labor necessary and perform all of the work described in the specifications for the project, in accordance with the requirements and provisions of the following documents which are hereby made a part of the Agreement:

- A. These Specifications.
- B. General Instructions and Conditions set forth herein.
- C. General Instructions to Bidders (if included) and Supplemental Specifications".
- D. The Proposal Forms.
- E. All the other Contract Documents included herein and made a part hereof.

to the OWNER the Surety Performance Bond, if required, Certificate of Insurance, and other necessary documents pertaining to the Contract before the Contract will be executed by the OWNER.

#### CERTIFICATE OF INSURANCE

##### **1.0 ADDITIONAL INSURANCE REQUIREMENTS**

- 1.1 Failure to meet the following provisions shall result in the immediate rejection of the bid proposal by the City.
- 1.2 The bidder(s) shall furnish with their bid, evidence that they are capable of supply the following insurance and indemnity coverage:

<b><u>Coverage</u></b>	<b><u>Required Minimum Coverage Amounts</u></b>
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Worker's Compensation	Statutory limits in accordance with the State of New Jersey and including employer's liability limits of \$ 500,000.00
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Employer's Liability	\$ 1,000,000.00 for Bodily Injury by Accident/Each Accident \$ 1,000,000.00 for Bodily Injury by Disease/Policy Limits \$ 2,000,000.00 for Bodily Injury by Disease/Each Person
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**Public Liability/Bodily Injury Property Damage**

<b><u>Coverage</u></b>	<b><u>Required Minimum Coverage Amounts</u></b>
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Occurrence Form	Each occurrence \$5 Million to include Commercial
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Public Liability	General Aggregate \$5 Million
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Insuring agreement	Aggregate \$5 Million including premises
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Products/Completed Operations	Liability assumed by Contractor with no exclusion for fireworks activity. Aggregate \$5 Million
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1.5.2 Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail **thirty (30)** days written notice to the certificate holder named below.

1.6 Certificate Holder

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

Borough Clerk  
The Borough of Beachwood  
1600 Pinewald Road  
Beachwood, New Jersey 08722

1.7 **Certificate of Insurance:** The successful bidder's Certificate of Insurance shall be approved by the Borough Solicitor.

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

**BIDDER MAY DEMAND RETURN OF SECURITY**

If no Contract has been executed within sixty (60) calendar days of the date of opening of bids, then upon demand of any bidder, the OWNER shall return his Proposal Security, provided however that the Bidder making such demand has not been notified of the acceptance of his Proposal and, provided further, that an extension of time has not been agreed to in accordance with RS. 40A:11-24.

**SUBLETTING AND ASSIGNING CONTRACTS**

The Contractor shall not sell, sublet, transfer, assign or otherwise dispose of the Contract or any portion thereof to any third party without the written consent of the OWNER. The Contractor shall perform the project with written consent of the OWNER. The Contractor shall perform the project with his own organization under his immediate control until the work is



completed and accepted by the OWNER except for minority business utilization commitment.