

Township of Lawrence  
County of Mercer  
State of New Jersey

## NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by LAWRENCE TOWNSHIP from qualified bidders for the following:

### BID NO. 24-11 SNOW PLOWING SERVICE

Bids will be opened and publicly read at the Lawrence Township Municipal Building, Manager's Conference Room, 2207 Lawrence Road (Route 206), Lawrence Township, New Jersey 08648, on Tuesday, September 25, 2024, at 11:00 A.M. prevailing time.

Specifications and bid documents may be obtained from the Township Manager's Office at the above address, beginning September 9, 2024, during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday. Telephone 609-844-7005 or e-mail Susan Snook at [ssnook@lawrencetwp.com](mailto:ssnook@lawrencetwp.com).

Bids shall be made on the standard proposal forms and be enclosed in a sealed envelope addressed to the Township Manager's Office at the above address. The name of the item(s) **MUST** be printed on the face of the envelope. Bids shall be rejected if not submitted within time, date, and place designated.

The following bid documents must be included in bid package:

1. Bid Submission Checklist
2. Bid Proposal Form
3. Statement of Compliance
4. Affirmative Action Statement
5. Non-Collusion Affidavit
6. Stockholder Disclosure Statement
7. Evidence of New Jersey Business Registration
8. Evidence of Contractor Registration (if applicable)
9. List of Sub-Contractors (if applicable)
10. Acknowledgement of Addendum (if applicable)
11. List of Equipment Being Furnished
12. Disclosure of Investment Activities in Iran
13. Prohibited Russia-Belarus Activities

Bidders must comply with regulations of the "N.J. Local Public Contracts Law", Affirmative Action regulations N.J.S.A.10:5-31 et seq. (P.L. 1975, c.127) N.J.A.C. 17:27 and the New Jersey Prevailing Wage Act 12:60-1 et seq. (P.L. 1963, Chapter 150).

In accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) a New Jersey Business Registration Certificate (BRC) should be submitted with the bid documents. However, the law allows the bidders to provide proof of BRC prior to the awarding of a contract, purchase order of other contracting document.

Bidders must also comply, if applicable, with P.L. 1999 c. 238, "The Public Works Contractor Registration Act". "Public Works" is defined as "the construction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein, except that, for purposes of the Act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution." Bidders may contact the following office for registration application forms or questions on this compliance: Contractor Registration Unit, NJ Department of Labor, Division of Wage & Hour Compliance, P.O. Box 389, Trenton NJ 08625-0389, Telephone 609-292-9464.

The Township of Lawrence reserves the right to accept or reject any and all bids for the above listed items in whole and/or part may waive informalities that the Township may, in its sole discretion, deem to be in the Township's best interest.

Kevin P. Nerwinski, Esq.  
Municipal Manager/QPA

Township of Lawrence  
State of New Jersey  
County of Mercer

**BID DOCUMENT SUBMISSION CHECKLIST**

The items listed below (INCLUDING THIS CHECKLIST) must be submitted with this bid package and acknowledged by the bidder. **THE FAILURE TO SUBMIT THESE MANDATORY DOCUMENTS WITH THE BID SHALL BE DEEMED A NON-CURABLE DEFECT.**

<u>Item</u>	<u>Required In Bid Package</u>	<u>Bidder's Initials</u>
Bid Document Submission Checklist <i>(properly initialed)</i>	<u>    X    </u>	<u>          </u>
Bid Proposal Form <i>(signed &amp; notarized)</i>	<u>    X    </u>	<u>          </u>
Bid Bond	<u>          </u>	<u>          </u>
Statement of Compliance <i>(signed &amp; notarized)</i>	<u>    X    </u>	<u>          </u>
Affirmative Action	<u>    X    </u>	<u>          </u>
Non-Collusion Affidavit <i>(signed &amp; notarized)</i>	<u>    X    </u>	<u>          </u>
Stockholder Disclosure <i>(signed &amp; notarized)</i>	<u>    X    </u>	<u>          </u>
NJ Business Registration	<u>    X    </u>	<u>          </u>
Disclosure of Investments in Iran	<u>    X    </u>	<u>          </u>
Consent of Surety	<u>    X    </u>	<u>          </u>
References	<u>    X    </u>	<u>          </u>
Subcontractor Listing (if applicable)	<u>    X    </u>	<u>          </u>
Acknowledgement of Addendum and/or Clarification (if applicable)	<u>    X    </u>	<u>          </u>
Other: <u>Proof of Required Insurance</u>	<u>    X    </u>	<u>          </u>

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10. Acknowledgement of Addendum (if applicable)
11. List of Equipment Being Furnished
12. Disclosure of Investment Activities in Iran
13. Prohibited Russia-Belarus Activities

Bidders must comply with regulations of the "N.J. Local Public Contracts Law", Affirmative Action regulations N.J.S.A.10:5-31 et seq. (P.L. 1975, c.127) N.J.A.C. 17:27 and the New Jersey Prevailing Wage Act 12:60-1 et seq. (P.L. 1963, Chapter 150).

In accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) a New Jersey Business Registration Certificate (BRC) should be submitted with the bid documents. However, the law allows the bidders to provide proof of BRC prior to the awarding of a contract, purchase order of other contracting document.

Bidders must also comply, if applicable, with P.L. 1999 c. 238, "The Public Works Contractor Registration Act". "Public Works" is defined as "the construction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein, except that, for purposes of the Act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution." Bidders may contact the following office for registration application forms or questions on this compliance: Contractor Registration Unit, NJ Department of Labor, Division of Wage & Hour Compliance, P.O. Box 389, Trenton NJ 08625-0389, Telephone 609-292-9464.

The Township of Lawrence reserves the right to accept or reject any and all bids for the above listed items in whole and/or part may waive informalities that the Township may, in its sole discretion, deem to be in the Township's best interest.

Kevin P. Nerwinski, Esq.  
Municipal Manager/QPA

**\*\*\*\*\*BID PROPOSAL FORM\*\*\*\*\***

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone/Fax: \_\_\_\_\_

Email: \_\_\_\_\_

We are pleased to offer the following proposal, as per the attached specifications and information requirements for:

**BID NO. 24-11**

**SNOW PLOWING SERVICES**

NOTE: if there are any questions please contact the Director of Public Works at 609-587-1894

Bid Price: \$ \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

**Subscribed and sworn before me**

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

**Signature of Bidder**

\_\_\_\_\_

**(Notary Public)**

\_\_\_\_\_

**Typed or Printed Name**

**My Commission expires**

\_\_\_\_\_, 20\_\_\_\_

**\*\*\*\*\*STATEMENT OF COMPLIANCE\*\*\*\*\***

The following information must be supplied and the statements notarized and witnessed by a licensed Notary Public.

1. The specifications, as presented herein, have been strictly adhered to. If exceptions are taken and alternates or equivalents not listed, we understand that it will be grounds for not accepting the bid.
2. All information as required has been included in the proposal.
3. All equipment/products/services are Year 2021 compliant.

"I (We) do solemnly swear that the enclosed information is correct and true to the best of my (our) knowledge. I (We) also do swear that no information has been omitted from this proposal in order to present the proposal in a more favorable position."

"I (We) also do swear that all alternates and clarifications to the specifications have been listed in my (our) proposal."

BIDDER:

\_\_\_\_\_  
Print Name \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Notary Public)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27. Within seven days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Finance Department:

1. Does this contract have the potential of having a dollar value of \$25,000 or better?

\_\_\_\_\_ Yes (complete #2)  
\_\_\_\_\_ No (no further documentation is required)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

\_\_\_\_\_ Yes (submit copy)  
\_\_\_\_\_ No (complete "a" below)

a. Does your firm have a NJ Certificate of Employee Information Report?

\_\_\_\_\_ Yes (submit copy)  
\_\_\_\_\_ No (complete "b" below)

b. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report (Form AA-302) must be filed. Contact the Lawrence Township Finance Office at 609.844.7005 for this form.

3. Are you a minority-owned business?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

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The undersigned bidder certifies that he is aware of the commitment to comply with the requirements N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 and agrees to furnish the required documentation pursuant to the law.

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

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

**ATTACHMENT #1**

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27- 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

*(electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract compliance](http://www.state.nj.us/treasury/contract%20compliance))*

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



NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (municipality)

In the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled \_\_\_\_\_  
(title of bid proposal)

\_\_\_\_\_, and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements contained in  
(name of contracting unit)

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

\_\_\_\_\_  
(name of firm)

Subscribed and before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
Typed or Printed Name/Title  
(affix corporate seal if applicable)

My Commission expires  
\_\_\_\_\_

(Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Please check appropriate boxes below and sign below. This statement must be included with bid submission.

- I certify that the list below contains the names and home addresses of all stockholders holding ten percent or more of the issued and outstanding stock of the undersigned.
  
- I certify that no one stockholder owns ten percent or more of the issued and outstanding stock of the undersigned.
  
- Partnership
- Corporation
- Subchapter S Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited liability Partnership

Stockholders:

Name/Address: \_\_\_\_\_  
\_\_\_\_\_

Name/Address \_\_\_\_\_  
\_\_\_\_\_

Name/Address: \_\_\_\_\_  
\_\_\_\_\_

Name/Address: \_\_\_\_\_  
\_\_\_\_\_

Name/Address: \_\_\_\_\_  
\_\_\_\_\_

Name/Address: \_\_\_\_\_  
\_\_\_\_\_

Subscribed and before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
Typed or Printed Name/Title  
(affix corporate seal if applicable)

My Commission expires

\_\_\_\_\_  
(Seal)

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY  
A-901 APPROVAL LETTER  
EVIDENCE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

<b>Firm Name:</b>	
<b>Complete Address:</b>	
<b>Telephone Number:</b>	
<b>Certificate Number:</b>	
<b>Date:</b>	

**ATTACH AN ORIGINAL COPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TOGETHER WITH AN ORIGINAL COPY OF A-901 APPROVAL LETTER. ATTACH PHOTOCOPY OF EVIDENCE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE.**

SUBCONTRACTOR LISTINGS

List all potential subcontractors to be used and the type of work that they will perform on this project.

SUBCONTRACTORS NAME, ADDRESS and PHONE	WORK TO BE PERFORMED BY SUBCONTRACTOR



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Part 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES  
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The chapter 25 list is found on the Division's website at:

<http://www.state.nj.us/treasury/purchase/pdg/Chapter25List.pdf>

Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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 party.

CHECK THE APPROPRIATE BOX

- A. I, certify, pursuant to Public Law 2012, c. 25, that neither the Vender/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

- B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT  
ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

Entity Name \_\_\_\_\_

Relationship to Vendor/Bidder \_\_\_\_\_

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

\_\_\_\_\_

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

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

Vendor/Bidder Contact Name \_\_\_\_\_

Vendor/Bidder Contact Phone \_\_\_\_\_

\_\_\_\_\_

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the forgoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

## PROHIBITED RUSSIA-BELARUS ACTIVITIES

Person or Entity: \_\_\_\_\_

### Part 1: Certification

#### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. The list is found on Treasury's website at the following web address:

<https://www.nj.gov/treasury/administration/pdf/RussianBelarusEntityList.pdf>

As applicable to the type of contract, the above-referenced list must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

### **CONTRACT AWARDS AND RENEWALS**

\_\_\_\_\_ I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's list of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c.3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below).

\_\_\_\_\_ I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below).

\_\_\_\_\_ I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list. I will provide a detailed, accurate and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity and appropriate penalties, fines and /or sanctions will be assessed as provided by law.



**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus in the space below and, if needed, on additional sheets provided by you.

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**Part 3: Certification of True and Complete Information**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> 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. 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 the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: \_\_\_\_\_  
(Print Name)

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

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

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

## Instructions to Bidders and Statutory Requirements

### **I. SUBMISSION OF BIDS**

- A. Sealed bids shall be received by the **Township of Lawrence**, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids shall be received by the designated representative at the time location of bid opening as stated in the **Notice to Bidders**, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid. The bidder shall include one original one copy of its proposal in its bid submission.
- D. It is the bidder's responsibility to present bids to the owner prior to or at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section C, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
- G. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- H. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the 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.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

- I. 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 public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, 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.
- J. Pay-to-Play Disclosure - 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).
- K. Official Request for Bid packages are available from the owner's website at [www.lawrencetwp.com](http://www.lawrencetwp.com) at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied documents. Respondents are urged to register their contact information on the website so any addenda to these specifications can be sent to them.

## II. BID SECURITY AND BONDING REQUIREMENTS

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

### A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to *N.J.S.A. 40A:11-24a*. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to *N.J.S.A. 40A: 11-21*.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid.

\_\_\_ B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to *N.J.S.A 40A:11-22*.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

\_\_\_ C. PERFORMANCE BOND

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

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to *N.J.S.A. 17:31-5*. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

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

\_\_\_ D. LABOR AND MATERIAL (PAYMENT) BOND

The successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

\_\_\_ E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (*N.J.S.A. 40A:11-16.3*) in an amount not to exceed \_\_\_% of the project costs guaranteeing against defective quality of work or materials for the period of: \_\_\_ 1 year \_\_\_ 2 years.

**III. INTERPRETATIONS AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time

shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to *N.J.S.A. 40A:11-13*. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the bid for goods and services.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and notice will be provided through an advertisement in *The Times*, sent to potential bidders who provided a physical or email address when obtaining a copy of the bid package, or had submitted a bid submission. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.
- E. Pursuant to *N.J.S.A. 40A:11-23(c)(1)* when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from (Kevin P. Nerwinski, Esq.) [Manager@lawrencetwp.com](mailto:Manager@lawrencetwp.com). It is recommended that bidders include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.
- F. Discrepancies in Bids
  1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
  2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

F. Optional Pre-Bid Conference

If stated in the Notice to Bidders and checked below:

\_\_\_\_\_ A Pre-Bid Conference will not be held.

\_\_\_\_\_ A Pre-Bid conference for this proposal will be held on \_\_\_\_\_

Attendance is not mandatory but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

#### **IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. When a specification uses "brand name or equivalent," the listed brand name shall serve as a

reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

- C. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- D. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

## V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

### A. INSURANCE REQUIREMENTS

\_\_\_ 1. Worker's Compensation Insurance

Worker's 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. 12235-1.6.

\_\_\_ 2. General Liability Insurance

General Liability insurance shall be provided with limits of not less than \$\_\_\_\_\_ any one person and \$\_\_\_\_\_ any one accident for bodily injury and \$\_\_\_\_\_ 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 \$\_\_\_\_\_ any one person and \$\_\_\_\_\_ any one accident for bodily injury and \$\_\_\_\_\_ each accident for property damage, shall be maintained in full force during the life of the contract.

\_\_\_ 4. Other Forms of Insurance Required

### B. CERTIFICATES OF THE REQUIRED INSURANCE

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

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

**C. INDEMNIFICATION**

The contractor shall indemnify and hold harmless the owner, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a) negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

**VI. PRICING INFORMATION FOR PREPARATION OF BIDS**

- A. The owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay for N.J. State Sales and Use Tax that are included in any invoices.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to *N.J.A.C. 5:30-11.2* and *11.10*. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. Destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
- E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

**VII. STATUTORY AND OTHER REQUIREMENTS**

The following are mandatory requirements of this bid and contract.

**A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of *N.J.S.A 10:5-31 et seq.* and *N.J.A.C. 17:27-1 et seq.* as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional Services and General Service Contracts

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

- i. A *Letter of Federal Approval* indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- ii. 11. A *Certificate of Employee Information Report* (hereafter "Certificate"), issued in accordance with *N.J.A.C. 17:27 et seq.* The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. iii. The successful bidder shall complete an *Initial Employee Report*, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

B. NEWJERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to *N.J.S.A.102-1* as included in Attachment B of this document.

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the *Americans with Disabilities Act* as provided in this specification as Attachment C. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

D. STATEMENT OF OWNERSHIP

*N.J.S.A 52:25-24.2* provides that no business organization, regardless of form of ownership 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 business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included *Statement of Ownership* shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.



#### E. PROOF OF BUSINESS REGISTRATION

Pursuant to *N.J.S.A 52:32-44*, Township of Lawrence ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- i. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- ii. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- iii. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to *N.J.S.A. 54:49-4.1*, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

*Emergency Purchases or Contracts.* For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

#### F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

*N.J.S.A 52:32-55* prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to *N.J.S.A 40A:11-2.1* the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

**G. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE**

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to *N.J.S.A. 40A:11-18*.

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

**\_\_\_ H. DOCUMENT CHECKLIST**

Bidder shall complete and sign the *Bid Submission Document Checklist* and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

**\_\_\_ I. NON-COLLUSION AFFIDAVIT**

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

**\_\_\_ J. 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-L 1 et seq.,)*. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (*N.J.A.C. 8:59-1.3*). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program.

For assistance in developing proper labels. [www.nj.gov/health/workplacehealthandsafety/right-to-know/](http://www.nj.gov/health/workplacehealthandsafety/right-to-know/).

**\_\_\_ K. PREVAILING WAGE ACT**

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 owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and prosecute the work to completion.

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 [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr\\_construction.Html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.Html).

\_\_\_ L. **PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

*N.J.S.A. 34:11-56.48 et seq.* requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the *New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.]* It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html).

*N.J.S.A. 34:11-56.55* specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

\_\_\_ M. **EQUIPMENT CERTIFICATION**

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid (*N.J.S.A. 40:11-20*).

**VIII. METHOD OF CONTRACT AWARD**

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of *N.J.A.C. 5:30-5.1 et seq.*, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-Section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner; material exceptions shall not be approved.
- F. Successful bidder/respondent shall complete W-9 Form and submit to the owner prior to contract award. The forms are available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

**IX. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to *N.J.S.A. 40A:11-13.2*;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to *N.J.S.A. 40A:11-4b*, Prior Negative Experience; or,

- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b).

**X. TERMINATION OF CONTRACT**

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall 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 owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. 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 owner reserves the right to cancel the contract
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- 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 owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

## **XI. PAYMENT**

- A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
1. Deliverables not complying with the project specification;
  2. Claims filed or responsible evidence indicating probability of filing claims;
  3. A reasonable doubt that the contract can be completed for the balance then unpaid

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

## **XII. OTHER PROVISIONS**

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
1. Not use or disclose protected health information other than as permitted or required by law
  2. Use appropriate safeguards to protect the confidentiality of the information
  3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

**ATTACHMENT "A"**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27 et seq.**  
**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:531 et seq.*, as amended and supplemented from time to time and the *Americans with Disabilities Act*.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: <http://www.state.nj.us/treasury/contractcompliance>).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 1727-1.1 et seq.



**ATTACHMENT "B"**  
**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS**  
**N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

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

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The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. SI21 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.

# Township of Lawrence

## Mercer County

### Specifications for SNOW PLOWING SERVICE

**Intent**

The intent of these specifications is for the Township of Lawrence to secure a contract for snow plowing services on an "on-call" basis depending upon the character of the annual snow season as to frequency and quantity of snowfall. The term of the contract shall be from November 1, 2024 through April 15, 2025.

<b><u>Section 1: General Requirements</u></b>	<b>COMPLY</b>	
	<b><u>Yes</u></b>	<b><u>No</u></b>
<p><b>1.1</b> It is the intent of this bid to obtain equipment as designated herein for use in the Townships snow removal program on an "on-call" basis. Snowplowing shall be curb-to-curb including the cleaning of corners (curb radii). Care shall be taken when plowing cul-de-sacs that snow is not plowed into driveways and mailboxes and fire hydrants are kept free of snow.</p>	___	___
<p><b>1.2</b> All equipment shall be furnished with an experienced, licensed driver for the entire time of the "callout" period. All bids shall contain consideration of the successful bidder supplying all his own operating expenses. A licensed driver must have an appropriate level Drivers/Operator's License and/or Commercial Driver License (CDL) as required pursuant to the Commercial Motor Vehicles Standards Act.</p>	___	___
<p><b>1.3</b> The inspection of equipment readied for the season will be scheduled between the Contractor and the Township sufficiently in advance to assure that equipment and personnel are prepared and ready for the season.</p>	___	___
<p><b>1.4</b> The Contractor shall be responsible for fuel, engine fluids, ballast, chains, repairs, insurance, plows, plow frames and all associated equipment necessary to meet the Township's needs.</p>	___	___
<p><b>1.5</b> All equipment shall be refueled with a minimum of lost time.</p>	___	___
<p><b>1.6</b> Time for meals, when taken by Contractor's personnel, will be deducted from total hours worked including the Contractor's Superintendent.</p>	___	___

**Section 2: Quantities**

<p><b>2.1</b> Each piece of equipment placed in service during the call-out period shall immediately report to the Township Public Works site located at 240 Bakers Basin Road with the operator prepared for snowplowing operation. If, during the performance of the work, the Contractor's equipment shall experience mechanical breakdown or otherwise fail to properly perform, the contractor shall immediately notify the Director of Public Works or his/her designee. Immediately at the time of breakdown, the hourly rate of pay shall cease until such time as satisfactory performance has resumed.</p>	___	___
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	<b>COMPLY</b>	
	<u>Yes</u>	<u>No</u>
<b>2.2</b> All work done hereunder shall be performed under the direct supervision of the Director of Public Works and general supervision of the Supervisor of Public Works or their respective authorized representative(s). At all times during the performance of the work, the Contractor shall perform and adhere strictly to the routes or functions assigned by the Director, or authorized representative.	—	—
<b>2.3</b> The Contractor shall designate one of its vehicles as a Supervisor's vehicle. The designated Supervisor operator of said vehicle shall be the Township's point-of-contact and this person shall conduct all Contractor administrative duties including maintaining fuel for the refueling of the snow plowing equipment.	—	—
<b>2.4</b> The Contractor shall commence and discontinue his assigned activity immediately upon being directed by the Director of Public Works or their authorized representatives, at which time his/her hourly rate shall begin or cease. The Contractor will incur no hourly charges during any snowfall without the appropriate authorization.	—	—
<b>2.5</b> The Township reserves the right to redirect and modify vehicle and personnel assignments through the Contractor's Supervisor.	—	—
<b>2.6</b> It must be fully understood that whenever the Contractor receives a call-out to provide equipment, the equipment will generally be required to operate continuously until the roadway has been cleared sufficiently to permit dismissing the Contractor's equipment. The Contractor must be able to provide sufficient relief drivers and/or operators to ensure that all equipment called out may require being operational throughout the entire storm event, which includes the clean-up operation following the storm.	—	—
<b>2.7</b> The Contractor shall submit a report of all operations for each twenty-four (24) hour period and shall indicate therein the time for employees and equipment engaged. The time reported should reflect actual running time and downtime. The Contractor's Supervisor shall sign the reports and the reports shall be emailed to <a href="mailto:gwhitehead@lawrencetwp.com">gwhitehead@lawrencetwp.com</a> , hand delivered, or faxed (609-584-0220) to the Director of Public Works on a daily basis.	—	—
<b>2.8</b> The Township shall provide one (1) mobile radio equipment for use by the Contractor's Supervisor. If this equipment becomes inoperable the Contractor shall immediately notify the Township and a replacement will be provided as soon as practicable. Additionally, the Contractor shall be required to maintain a cell phone, which allows for Township contact. The Contractor shall also have a reliable means to communicate with all Contractor-owned and operated vehicles and their operators.	—	—
<b>2.9</b> The Director of Public works or his/her designee shall be the overseer of the snow-plowing operations relative to the use and control of Contractor equipment and shall be available for duty from the initial notification of a call-out until operations have been completed. The Director's responsibilities shall include, but are not limited to checking vehicles to determine if all are properly equipped, fully fueled, properly ballasted, expediting plow hook-ups, refueling the trucks, assigning relief drivers, coordination of repairs and any other duties essential to the performance of the work. The Director and/or his designee shall be responsible for maintaining available communication with the Township Public Works Department.	—	—

	<b>Comply</b>	
	<u>Yes</u>	<u>No</u>
<b>2.10</b> The Township reserves the right to assign plowing streets and roads in order to ensure timely completion of each route. The Township also reserves the right to call out additional vehicles as warranted if the Contractor is unable to provide the needed vehicles.	___	___

### **Section 3: Price Basis**

<b>3.1</b> It should be understood that the Township, as a government agency, is exempt from Federal Excise Taxes and State Sales Taxes. Exemption certifications or exemption number will be furnished on all necessary purchases.	___	___
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<b>3.2</b> The Township will pay the Contractor for the actual number of hours the equipment works as recorded by registering at the Township's Department of Public Works.	___	___
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<b>3.3</b> The bidder shall briefly describe the equipment he intends to supply to the Township by brand, model, mileage, license plate number and other descriptive information and shall be included in the proposal sheet. Attached as part of this specification is a Contractor's Vehicle Description List. This form shall be filled out for each vehicle the Contractor intends to use in Lawrence Township and returned with the bid. Failure to return this sheet shall disqualify the bidder.	___	___
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<b>3.4</b> Award will be made based on the unit price of the bid designated in the proposal and the suitability of the equipment described herein.	___	___
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<b>3.5</b> The bidder shall not be permitted to adjust bid prices during the contract term.	___	___
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<b>3.6</b> Hours of operating time will apply when the Contractor is issued a call-out and reports ready for work at the Contractor's designated assembly location within sixty (60) minutes.	___	___
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<b>3.7</b> All hourly rates shall include the cost of furnishing the specified snowplow trucks, other equipment, drivers and/or operators, materials, fuels, oil, ballast, repairs, maintenance, transportation and all other costs and expenses.	___	___
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<b>3.8</b> All rates will be fixed per hour, no premium time or overtime shall be paid.	___	___
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### **Section 4: Damages**

<b>4.1</b> The Contractor assumes full responsibility for the equipment employed in the performance of the work hereunder and agrees to make no claims against the Township for damages to such equipment whatsoever.	___	___
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<b>4.2</b> The Contractor shall be responsible for any damage to Township property, caused by his/her negligence in the performance of work under this contract. Concern is especially directed at damaged streets, cartways, driveway entrances, curbs and mailboxes.	___	___
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<b>4.3</b> In the event of such damage, the Township reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor, and the contractor hereby agrees that in such event the Township may deduct the cost of such repairs and related expenses incurred by the Township from any monies due to the Contractor under this contract.	___	___
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----	-----

**Comply**  
Yes   No

**Section 5: Liquidated Damages**

5.1 Inasmuch as damage and loss will be difficult to accurately assess, the Contractor shall pay to the Township as liquidated damages and not as a penalty, in all cases where the Township shall elect to accept said liquidated damages in lieu of actual damages. If the Contractor fails to respond to a call-out, the Contractor shall pay the Township the sum of \$250.00 per hour per vehicle for each day in which the failure to perform snow removal from the roads, which the Contractor was assigned.

\_\_\_   \_\_\_

**Section 6: Complaints**

6.1 All complaints shall receive prompt and proper attention by the Contractor and the conditions corrected or attended to by the Contractor within twenty-four (24) hours of receipt of complaint.

\_\_\_   \_\_\_

6.2 The Contractor shall be required to provide a Supervisor who can be contacted immediately to control contractor operations and shall maintain administrative records, log all assignments, redirects and complaints received and action taken to remedy these complaints.

\_\_\_   \_\_\_

**Section 7: Term of Payment**

7.1 Payment will be made by the Township after receipt of detailed statements to be rendered vouchers furnished by the Township.

\_\_\_   \_\_\_

7.2 The Contractor must submit detailed reports indicating the time of employees and the equipment used.

\_\_\_   \_\_\_

**Section 8: Non-Performance/Failure to Execute Contract**

8.1 The Township shall have the right in case of failure, neglect or refusal of the Contractor to perform the contract to proceed to enter into a contract with other provider(s) for the balance of the term of the contract.

\_\_\_   \_\_\_

8.2 When the Director of Public Works or his/her designee orders a contractor to commence work at a specified time, a response time of sixty (60) minutes will be allowed. Failure to respond within sixty minutes to a request by the Township to commence work at the time specified may be construed as failure to perform. The Township shall make every effort to coordinate a start time utilizing warnings and forecasts the day or 24-hours before the estimated start of the storm.

\_\_\_   \_\_\_

**Section 9: Insurance**

9.1 The Contractor shall maintain such insurance as will protect him from claims under workers' compensation acts and any other claims for damage for personal injury, including death, and/or damage to property which shall arise from operations under this contract, whether such operations be by himself or by subcontractors or anyone directly or indirectly employed by either of them, and including complete operations and products. The Township shall also be named as insured on all policies. Certificates of such insurance shall be filed with the Township prior to the performance of any work under this contract. Insurance certificates must provide for a twenty (20) day notice of cancellation.

\_\_\_   \_\_\_

**Comply**  
**Yes No**

**Section 10: Contract Snowplowing Guidelines**

**10.1** The Contractor shall plow cartways curb to curb. Upon completion of plowing curb to curb, there should be no more than six (6) inches of snow on the face of the curb. Should the Township need to go over areas not completed properly, time will be deducted from the Contractor. \_\_\_ \_\_\_

**10.2** The Contractor shall make sure each vehicle has a map delineating the streets and roads along with the necessary lighting (flash lights) for drivers to be able to read the maps. \_\_\_ \_\_\_

**10.3** No left hand turns are to be made at intersections while plowing. Drivers are to make right hand turns and dump the snow up over the curb. \_\_\_ \_\_\_

**10.4** There shall be no plowing of snow through intersections that have already been plowed. \_\_\_ \_\_\_

**10.5** When plowing snow, one road is to be completed curb to curb at a time. There shall be no plowing around the block. Streets and roads shall be done in a systematic fashion. \_\_\_ \_\_\_

**10.6** In accordance with the Contract, the Contractor is responsible for damaged mailboxes. \_\_\_ \_\_\_

**10.7** In Cul-de-sacs, the Contractor shall take care as not to plow snow into resident driveways, pile snow in front of mailboxes and block fire hydrants with snow. \_\_\_ \_\_\_

**10.8** Private driveways are not to be plowed while working for the Township. \_\_\_ \_\_\_

**10.9** All vehicles shall be maintained in accordance with Title 39, New Jersey Motor Vehicle laws. \_\_\_ \_\_\_

**Section 11: Requirements**

**11.1** Lawrence Township requires (4) four vehicles with plow and ballast. Minimum 19,000 GVW. Refer to section 1.4. \_\_\_ \_\_\_

**11.2** The Township reserves the right on quantity of trucks considered necessary to assist during a snow event. The order shall not exceed (4) four vehicles. \_\_\_ \_\_\_

**Section 12: Equipment**

**12.1** Please list type of equipment being furnished. Include make, model and year of truck and plow. \_\_\_ \_\_\_

**12.2** Does bidder have municipal plowing experience? \_\_\_ \_\_\_

**12.3** If yes, how many years? \_\_\_\_\_

**BID PROPOSAL FORM**

**Name of Bidder:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

We are pleased to offer the following proposal as per the attached specifications and information requirements for:

**Bid No. 24-11**

**Provide Snow Removal Services  
for the  
Township of Lawrence, Department of Public Works**

**Hourly rate per truck: \$** \_\_\_\_\_

**Date of bid** \_\_\_\_\_