



**TOWNSHIP OF VERNON**

**COUNTY OF SUSSEX**

**STATE OF NEW JERSEY**

**BID 12-2023**

***FAIR & OPEN PUBLIC SOLICITATION PROCESS PURSUANT TO N.J.S.A. 19:44A-20.5 ET SEQ.***

**SNOW PLOWING AND REMOVAL BID**

**VENRON TOWNSHIP**

**DEPARTMENT OF PUBLIC WORKS**

**Due**

**November 21, 2023 at 9:00 A.M.**

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Howard Burrell, Mayor  
Natalie Buccieri, Council President  
Patrick Rizutto, Council Vice President  
Margaret Distasi, Councilperson  
Bradley Sparta, Councilperson  
Joseph Tadrick, Councilperson  
Marcy Gianattasio, Township Clerk

## NOTICE TO BIDDERS

Notice is hereby given that on **November 21, 2023 at 9:00 A.M.** (Prevailing time), electronically sealed bids will be opened and conducted in electronic platform in accord with N.J.A.C. 5:34-1 et. Seq., on BidNet Direct at [www.bidnetdirect.com//vernontownship](http://www.bidnetdirect.com//vernontownship) at which time and place the sealed bids will be opened publicly and read for the following:

### **Bid # 12-2023 SNOW PLOW AND REMOVAL BID**

Bids shall be electronically uploaded, no physical bids shall be received, opened or honored.

#### **NOTE:**

**It is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.**

#### **Submission of Bid:**

If indicated, bid proposals must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten per centum (10%) of the total amount of the bid, but not in excess of twenty thousand (\$20,000) dollars and made payable to the Township of Vernon. If bids are to be submitted electronically in accord with this notice, then the bidder shall submit a copy of the bid guarantee with electronic submittal and mail PRIOR to bid opening the original to the Municipal Clerks office 21 Church St., Vernon, N.J. The bid bond may also be provided in certified check and cashiers check in accord with provisions within general requirements of this bid.

Contract documents may be obtained from the bid platform, for zoom opening information contact the Qualified Purchasing Agent at:

Sean P. Canning, QPA  
[scanning@TheCanningGroup.org](mailto:scanning@TheCanningGroup.org)

The Township of Vernon does not release the project estimate.

Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27.

#### **Bid Tabulation:**

Bid results will be posted on BidNet Direct at [www.bidnetdirect.com//vernontownship](http://www.bidnetdirect.com//vernontownship) within 24 hours of the bid opening.

This bid has been advertised in accordance with the "Fair and Open Basis" and nothing further shall be required under the Pay-to-Play Legislation (N.J.S.A. 19:44A-20.5).

November 10, 2023

Tina Kraus

Township Business Administrator

## Administrative Documents

Applicable to Bid if marked "X"	DOCUMENTATION REQUIRED OR REVIEWED	Initials	When Due
	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)		With Bid Submission
	Consent of Surety (Certificate from Surety company)		With Bid Submission
	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)		At signing of contract
	Maintenance Bond in the Amount of 100 % for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project		Upon Acceptance of Project
	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)		With Bid Submission
X	Ownership Disclosure Form		With Bid Submission
	Named Subcontractors in Bid for Listed Specialty Trades		With Bid Submission
	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors		Prior to Award, but effective at time of bid
X	Business Registration Certificate – Bidder and all Sub Contractors		Prior to Contract Award
X	Non-Collusion Affidavit		With Bid Submission
X	Experience and Qualifications		With Bid Submission
X	Insurance and Indemnification Certificate		Prior to Contract Award
X	Disclosure of Investment Activities in Iran Form		Prior to Contract Award
	Federal debarment Form		Prior to Contract Award
	Prevailing Wage Certification (PL 2021, C301)		Prior to Contract Award
X	Equipment Certification		With Bid Submission

X	EEO/AA Form AA-201		After Notice of Award, Prior to Signing Contract
	EEO/AA Form AA-302 or Letter of Federal Approval or Certificate of Employee Information Report		After Notice of Award, Prior to Signing Contract
X	Bidder's Checklist		With Bid Submission

**This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.**

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

Print Name & Title: \_\_\_\_\_

## **SNOW PLOW & REMOVAL BID**

### **1.0 PURPOSE AND INTENT**

The Invitation for bid (BID) is being issued by the Township of Vernon. The purpose of this BID is to solicit proposals for SNOW PLOWING AND REMOVAL SERVICES within the limits of various private communities within the Township of Vernon, New Jersey. Through its Department of Public Works (DPW), the Township of Vernon (Township) is seeking to procure fully manned and operated trucks to perform these services from the time of execution of this contract for a base bid period of three (3) years with two (2) optional one (1) year renewal options. The Township is responsible for providing plowing and de-icing services for over 174 miles of roadway in roughly a 68 square mile area. Approximately 55 miles of roadway are covered in 5 private communities. Township snow operations are managed by the Department of Public Works and require a number of supplemental plow trucks to clear the snow from curb to curb and provide de-icing services in the same fashion in a number of private communities. The Township shall request proposals be provided as all-inclusive hourly rates by class of truck or task as defined herein.

Contractors will be responsible for their equipment in its entirety. The Township will accept no responsibility for damage to or caused by plow equipment under the Contractor's control. The Contractor will be required to provide for ALL operation and maintenance costs associated with their operations.

The intent of the BID is to award one or multiple contracts (up to 6 depending on the number of private communities per contract) to qualified, responsible vendors whose submissions conform to this BID and provide the best overall value to the Township, price and other factors considered.

### **2.0 DESCRIPTION OF SERVICES**

#### **2.1 Core Services**

The work to be performed under this BID consists of providing various classifications of trucks to plow snow and/or apply de-icing materials by vendor truck(s) and driver (s) when and where directed by the Director of Public Works or their designee for a period of three years from the date of contract execution with two optional one year renewals to be exercised at the sole discretion of the Township. A Contractor MUST submit pricing for the core services to have their proposal deemed responsive.

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## 2.2 Minimum Requirements

The successful bidder shall be required to have the following minimum equipment available to respond as required if bidding on ALL communities:

Fifteen (15) Class B Trucks

Five (5) Class C Trucks

The successful bidder is required to provide equipment inclusive of all operating costs including but not limited to; operator, fuel, insurance, maintenance, repairs etc.

The successful bidder shall be required to have the following minimum equipment available to respond as required if bidding per individual community:

### EXHIBIT A

Individual Community Bids	Class B Trucks	Class C Truck	Equipment	Minimum Amount of Sanders	Total Vehicles
Highland Lakes *	8	3	Loader or equivalent for loading salt	8	11
Barry Lakes*	5	1	Loader or equivalent for loading salt	3	6
Lake Panorama	2			1	2
Lake Walkkill*	2		Loader or equivalent for loading salt	1	2
Lake Glenwood	4			2	4
*has separate salt storage facility					

### **2.3 Salt**

All salt and other materials to be spread by the Contractor's equipment shall be supplied and loaded by the Township of Vernon into the Contractor's vehicles at the Department of Public Works facility. These materials may be kept at each private community's storage facility. If kept by at the private community, the loading of the Contractor's vehicles must be done by the contractor.

The salt and other materials are solely for application to roads falling within the multi-jurisdictions/communities outlined herein. Any unused salt or other materials will be required to be re-deposited in the storage facility located within the community. If the community does not have its own private salt storage facility, any unused salt or other materials must be returned to the Township's salt storage facility before operating time concludes. The Contractor shall keep material application records by truck and supply the same to the Township with the timesheets and other supporting information at the conclusion of each event and in the Contractor's invoice for services.

### **2.4 Additional Services**

The bidder may opt, but is not required to provide pricing for supplying additional equipment and services including but not limited to: backhoes, 10-wheel tandem trucks for snow hauling, etc. Equipment defined, as other equipment in this BID to be provided by the vendor shall be fully equipped and capable of performing assigned tasks such as; snow plowing, snow removal, hauling snow, etc. The use of such equipment would be determined by the Director or their designee and be compensated on a straight hour-by-hour basis with no minimums. A Contractor who does not offer pricing on these items will not be penalized in any way regarding how their proposal is evaluated.

### **2.5 Supervision**

The Contractor shall provide a Supervisor to supervise their crew and act as a liaison with DPW management and staff as detailed in Section 2.15. The Superintendent shall have a separate vehicle to allow for continuous monitoring of the operation of Contractor's equipment, they shall not be permitted to "ride along" in or be considered as an operator of a plow vehicle.



## **2.6 Communication**

The Superintendent, Supervisor and each plow vehicle shall carry a suitable means of communication acceptable to the Township and capable of effective communications with the Department of Public Works . This shall remain operational in the vehicle continuously while on duty. The Township retains the right based upon availability of devices to require all plow vehicles in operation for any given event to also be equipped with such. The hand held device may be used to track the GPS location of said vehicles by the Township to validate performance of contract work. Any failure to maintain communications operability during a call out will be deemed a breach of contract. The Contractor shall not be paid for any time which the hand held communication device is not in use because of the actions of the Contractor or their employees

## **2.7 Call Out**

All Contractors shall ready to report for a snow call out by October 1 of each year of the contract. The vendor shall not use the equipment dedicated to this contract to any other (public or private ) snow plowing or spreading contracts if such use will hinder or conflict with the Contractor's ability to successfully execute the requirements of this contract.

Upon award of the contract, the Contractor shall provide the DPW with a telephone number that is monitored by the Contractor twenty four (24) hours a day, seven (7) days a week to be used for calls outs. It is the Contractor's responsibility to advise the DPW of any changes made to the Contractor's contact information during the contract period. The Township reserves the right to call assets, and quality thereof that its needs dictate. All callouts shall be issued from DPW management by telephone.

It should be fully understood that whenever the Contractor receives a "call-out" to provide snowplowing services, the required and sufficient number of trucks should report to the community(ies) and be ready for deployment within ninety (90) minutes from the time of call out. The calculation of payment will not begin until all units have been assembled and are prepared for deployment. Failure to meet the 90-minute reporting criteria will cause the Contractor to be penalized on a unit basis for late equipment until the quota has been met and is deployed. Vehicles and equipment that are not operational and prepared to work including fully functional warning lighting will not be utilized for the event.

Upon receiving a call out the Contractor can report at any time after receipt of the call. However, payment shall not begin until the number of required assets has arrived on site at each community within the maximum 90 minute window. The Contractor shall notify DPW management when all of the assets have assembled and are on site so that they may be deployed.

## **2.8 Operations**

At the direction of the Director or their designee, Contractor trucks and equipment shall be operated in accordance with the standards and assignments established by the DPW. The requested equipment shall be required to operate continuously until the roadway or other assigned areas have been sufficiently cleared in the opinion of the Director or designee.

The Contractor **MUST** be able to provide a sufficient number of relief drivers and/or operators to ensure that all equipment is and remains operational throughout the duration of the event which may include clean-up operations following a storm.

All of the contractors' operators shall be subject to the direction of the DPW management staff. It is expected that such staff will be subordinate and accept any and all directions provided by DPW management. The time for meals for the contractors' personnel shall be deducted from the total number of hours worked including the supervisor.

## **2.9 Contract Term and Snow Plowing Season**

The base term of this contract shall be for a (3) three-year period with (2) two one-year renewal options at the sole discretion of the Township. The snow season shall be defined as the period from October through April of each calendar year.

## **2.10 Snow Sections**

The Township's snow plan manages plowing activities by both route and zone (Ward). The Township clears a main artery route with dedicated equipment.

## **2.11 Contractor Check In**

Once all of the required assets have arrived and been checked in by the DPW Director or his designee, payable time shall commence. The Contractor shall receive payment for each asset on site as operating time whether snow clearing operations have begun or not.

## **2.12 Truck Requirements**

Snowplow trucks shall be within a minimum Gross Vehicle Weight (GVW) requirement for each class of truck to be utilized under this contract. The GVW is the total weight of the vehicle on its tires as it rests or rolls on the road, including chassis, cab, operator, ballast, and equipment, etc. Each truck shall have appropriate ballast to plow varying amounts of snow, trucks found to be without ballast and incapable of pushing a full blade of snow shall be automatically taken off payable time and released. Trucks utilized under this contract shall be defined as follows:

CLASS B <26,001 pounds GVW

CLASS C >26,000 pounds GVW

All trucks shall at the time of bid be appropriately registered, insured and licensed to perform the required work. Amber safety lighting is required on ALL trucks operating under this contract (standard OEM flashers shall NOT be considered as acceptable warning lighting for the purposes of this contract). All trucks are subject to a safety inspection by DPW management during a call out and will not be permitted to operate if the requirements of this contract are not met.

The Contractor shall be responsible for all fuel, ballast, chains, repairs, insurance safety/warning lighting and all other items necessary to execute the work. All equipment must be refueled with a minimum loss of operating time. The Contractor shall receive no compensation for those hours which a truck or other piece of equipment fails to operate due to mechanical trouble or lack of proper ballast. Such hours will be deducted from billable hours allowed for the event.

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### **2.13 Safety Lights and Markings**

All trucks providing snow plowing/removal services shall be equipped with amber safety lights and shall be of the strobe, LED or rotating type. The truck shall be equipped with amber lights viewable from a 360-degree perimeter of the vehicle or a minimum of two safety lights mounted on the rear of the truck and one on the front over the cab. Safety lighting is required above and beyond the OEM flasher system, such alone, shall not be acceptable for satisfying the requirements of this section. Trucks shall also contain reflective markings on the rear and sides of the vehicle in conformance with State and Federal Motor Vehicle Registration (FMVR) and safety standards. All safety lights shall to be of a size, type and mounted to the vehicle in conformance with State and FMVR standards. Vehicles found to not be in conformance with this section shall not be deployed, nor eligible for payment and will be released.

### **2.14 Driver/Operator Requirements**

The Contractor shall be responsible for providing a sufficient number of drivers and/or operators to perform the services required under the contract 24 hours per day, 7 days per week if needed. All drivers shall obey all rules, requirements and other restrictions of their standard or commercial driver's license (CDL), depending on vehicle class. They must observe and obey the laws and regulations of the State of New Jersey. The Contractor will provide drivers/operators who are effectively able to communicate in English. The rotation of crews shall be at the discretion of the Contractor so that a continuous operation can be provided this will ensure the safety of their drivers, Township staff, and the General Public. It is the responsibility of the Contractor and their employees to ensure that no driver/operator (contract employee) providing driving services violates the "driving while fatigued" statute or any other standard or CDL regulation or requirement.

Driver/operators provided under this contract shall have sufficient experience in operating the class of truck to which the Driver is assigned and sufficient experience in snow removal services. All driver/operators are required to possess and maintain in force throughout the term of the contract all State and Federal licensing requirements, as they pertain no driving Class A or B trucks. All personnel should be experienced, thoroughly trained and qualified to perform the work assigned to them. The vendor shall furnish copies of drivers licenses of personnel assigned to undertake the work under this contract. All driver/operators will be held jointly and severally responsible for any and all accidents attributable to a driver/operator's negligence. All driver/operators shall wear reflective safety vests when outside of the vehicle.

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### **2.15 Superintendent Requirement**

The Contractor shall supply a Superintendent/Supervisor, who shall be an employee of the Contractor. They shall oversee the Contractors' deployed assets including but not limited to: mobilization, use and control of equipment and personnel, recording keeping and serve as the liaison with DPW management. The Superintendent shall be available for duty from the time of the initial call out until operations have been concluded. The Superintendent shall also be responsible to ensure the Contractor's equipment is in compliance with all contract terms and conditions as outlined in the BID.

### **2.16 Payment for Operating, Stand By and Hauling Time**

The contract rate shall include all of the Contractor's costs of operation, including but not limited the Superintendent, labor, premium and holiday time, drivers, and/or operators, materials, equipment, transportation, fuel, oil, repairs, ballast, tire chains, safety lights, maintenance and insurance.

Operating time shall be paid when plowing or removal operations are underway.

A minimum of three (3) hours shall be paid to the contractor when called out and reporting to the community with conforming assets with the 90 minute requirement. Pay for the minimum guarantee shall be calculated using operating time. If the contractor fails to meet the 90 minute response requirement, there shall be no minimum guarantee, the contractor shall only be paid for hours worked.

### **2.17 Accident Reporting**

The Contractor's driver shall immediately report ANY accident to the Police. As soon as possible thereafter, the driver shall report same to the Superintendent who shall then inform DPW management without delay. The Superintendent shall perform a cursory investigation of the accident and file a report documenting same with the Director within 48 hours.

### **2.18 Supplementing Equipment**

When deemed necessary by DPW management, the Township reserves the right to supplement a snow section with additional equipment from another vendor's resources or with Township resources. The Township shall not be obligated in any way to provide additional compensation to either the vendor assigned to the snow section requiring supplemental vehicles or to the Contractor providing the supplemental vehicles, except for monies due for the actual number of hours worked by the vendor under the terms and conditions of this contract.

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### **2.19 Responsibility for Work and Equipment**

The Contractor shall be solely responsible for all of the services required under the contract. The Contractor shall not sell, transfer, assign, or otherwise subcontract the performance of the work under this contract to any third party except as otherwise may be permitted under the terms of this contract.

### **2.20 Contractor Damage Claims**

The Contractor shall make no claim against the Township, its officers, or employees for any damages of any description or cost incurred by the Contractor by reason of damage to Contractor's property or property used by the Contractor.

### **2.21 Grounds for Termination of Snow Plowing Contract**

Satisfactory performance of this contract is directly related to and essential for the safety of all roadway users. Should the Contractor's performance during the contract be deemed unsatisfactory by the Director, the Township may terminate the contract based upon such recommendation. Grounds for termination may include but are not limited to: late response for call outs, failure to provide a valid insurance certificate, cancellation of insurance, failure to follow DPW guidelines for proper plowing procedures; failure to follow the instructions of the Director or DPW management, failure to report with a full complement of trucks, failure to equip trucks with required safety equipment, or actions constituting a danger to the public, private property, public employees, or public property.

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## **3.0 SUBMITTALS**

### **3.1 General**

The bidder must furnish the following information with their pricing proposal at time of bid. Failure to submit any of the following documentation shall cause the bid to be deemed unresponsive.

### **3.2 Contractor Inventory of Available Equipment**

The potential bidder shall submit as part of their bid submission a complete listing of all equipment available and/or proposed to be used under this contract with information including but not limited to; make, year, model, license plate number, GVW, equipment (i.e. plow make, size), and whether or not the Contractor represents the equipment as compliant with the terms of the BID.

### **3.3 Certification of Truck and Equipment Registration**

The Contractor shall certify as part of their bid submission that the equipment listed in Section 3.2 have current and valid registrations and that same shall remain for the life of the contract. Copies of registrations will be required from the Contractor at time of contract award.

### **3.4 Contingency Plan**

The Contractor shall provide a contingency plan that will be in full force and effect should there be equipment malfunctions, decrease in labor availability, emergency situations, etc... This may include inventory of additional vehicles/equipment available outside of the allocated fleet or a detailed operations plan should an emergency situation arise and labor backfill needs to occur to cover snow removal procedures.

### **3.5 List of Drivers/Operators**

The Contractor shall submit as part of their bid submission a listing of all drivers and operators that the bidder proposes using during the contract. Copies of licenses will be required from the Contractor at time of contract award and at the beginning of each calendar year.

### **3.6 Bidder's Experience**

The Contractor shall submit as part of their bid submission a listing of relevant experience in like snow plowing operations, information shall include but not be limited to; past contract holder, value, location, services provided, number of assets used, contact person number.

### **3.7 Pricing Sheet**

The Contractor shall complete in its entirety the pricing table as part of their bid submission itemizing the unit costs for each item.

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## **Township of Vernon**

### **Bid Proposal Form**

Pursuant to public advertisement, we, the undersigned, hereby declare that we have carefully examined the attached proposal, specification and bid form sheets attached hereto and dated:

To provide: SUPPLEMENTAL SNOW PLOWING SERVICES IN THE Township of Vernon

#### **Cost Proposal:**

Three (3) Year Base Contract with two one Year Renewal Options

The Contract shall propose pricing for the core services as identified and may, also provide pricing for the additional services listed below. The Township of Vernon seeks to award a primary and secondary contract for supplemental snow plowing services to the lowest responsible bidder. By way of submitting a proposal, Contractor acknowledges that it will be bound to perform a contract for that service at the rate stated below and that Contractor might not be awarded a primary contract for providing the services as detailed within this invitation for bid document.

THIS BID MUST BE RETURNED IN ITS ENTIRETY IN ORDER TO BE CONSIDERED FOR AN AWARD.

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**Township of Vernon**

**SECTION 1 – THREE YEAR BASE CONTRACT**

**The Township May Award any combination of one or all sections**

Highland Lakes	Rate/ Hour	Quantity	Total
<b>MUST HAVE 11 VEHICLES, 8 OF WHICH ARE SANDERS AS PER EXHIBIT A</b>			
Class B Truck and Driver	\$ _____		\$ _____
Class B Truck / Sander and Driver	\$ _____		\$ _____
Class C Truck and Driver	\$ _____		\$ _____
Class C Truck / Sander and Driver	\$ _____		\$ _____
Loader/ Skid Steer	\$ _____		\$ _____
<b>Total Highland Lakes Rate/ Hour</b>			<b>\$ _____</b>

Lake Panorama	Rate/ Hour	Quantity	Total
<b>MUST HAVE 2 VEHICLES, 1 OF WHICH ARE SANDERS AS PER EXHIBIT A</b>			
Class B Truck and Driver	\$_____		\$_____
Class B Truck / Sander and Driver	\$_____		\$_____
Class C Truck and Driver	\$_____		\$_____
Class C Truck / Sander and Driver	\$_____		\$_____
Loader/ Skid Steer	\$_____		\$_____
<b>Total Lake Panorama Rate/ Hour</b>			<b>\$_____</b>

Lake Walkill	Rate/ Hour	Quantity	Total
<b>MUST HAVE 2 VEHICLES, 1 OF WHICH ARE SANDERS AS PER EXHIBIT A</b>			
Class B Truck and Driver	\$ _____		\$ _____
Class B Truck / Sander and Driver	\$ _____		\$ _____
Class C Truck and Driver	\$ _____		\$ _____
Class C Truck / Sander and Driver	\$ _____		\$ _____
Loader/ Skid Steer	\$ _____		\$ _____
<b>Total Lake Walkill Rate/ Hour</b>			\$ _____

Lake Glenwood	Rate/ Hour	Quantity	Total
<b>MUST HAVE 4 VEHICLES, 2 OF WHICH ARE SANDERS AS PER EXHIBIT A</b>			
Class B Truck and Driver	\$ _____		\$ _____
Class B Truck / Sander and Driver	\$ _____		\$ _____
Class C Truck and Driver	\$ _____		\$ _____
Class C Truck / Sander and Driver	\$ _____		\$ _____
Loader/ Skid Steer	\$ _____		\$ _____
<b>Total Lake Glenwood Rate/ Hour</b>			<b>\$ _____</b>

Barry Lakes	Rate/ Hour	Quantity	Total
<b>MUST HAVE 6 VEHICLES, 3 OF WHICH ARE SANDERS AS PER EXHIBIT A</b>			
Class B Truck and Driver	\$ _____		\$ _____
Class B Truck / Sander and Driver	\$ _____		\$ _____
Class C Truck and Driver	\$ _____		\$ _____
Class C Truck / Sander and Driver	\$ _____		\$ _____
Loader/ Skid Steer	\$ _____		\$ _____
<b>Total Barry Lakes Rate/ Hour</b>			\$ _____

**TOTAL BIDS PER SECTION**

<b>COMMUNITY</b>	<b>RATE/ HOUR TOTAL</b>
<b>Highland Lakes</b>	
<b>Barry Lakes</b>	
<b>Lake Panorama</b>	
<b>Lake Walkill</b>	
<b>Lake Glenwood</b>	

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

\_\_\_\_\_  
Federal ID # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

## **DESCRIPTION OF COMMUNITIES:**

### Highland Lakes

Highland Lakes is located in the northeast section of Vernon near the intersection of Breakneck Road and County Route 638, Highland Lakes Road. It has ± 31.5 miles of private roadways, including ±1,970 homes. The community was conceived and mostly constructed in the 1930's. As such, the layout of the lots and roadways does not follow standard planning criteria or typical Township standards. The community has many roads with steep slopes and curves necessary to conform to topographic conditions. Unique conditions associated with Highland Lakes are its altitude relative to Vernon Valley, 900' higher at its highest point and the layout of the development that was done in the 1930's. The size of the lake and exposure result in windblown snow conditions on southeast areas of the community even if there is not a snow event. Wind conditions immediately after a snow event can also cover the road. There are areas in the community that are subject to groundwater seepage and subsequent icing conditions when the temperatures are below freezing. All the roads in the development are paved. The majority of road conditions are very good; however certain roads exhibit potholes and frost heaves. The Community has also installed speed humps throughout various roadways. The county maintains Route 638 that ends in Highland Lakes and the town maintains Breakneck Road. A previous contractor used a mix of multiple mason dumps and one-ton pickups for snow removal services. The community has a salt storage facility within their property.

### Barry Lakes

Barry Lakes is located in the northeast section of Vernon north of Highland Lakes on Wawayanda Road and Barry Drive and surrounded by Wawayanda State Park. It has± 11.5 miles of private roadway and about 650 homes. The altitude and microclimate is similar to Highland Lakes. The roadway and lot layouts exhibit better planning than Highland lakes with fewer dead ends and steep roadways. All of the roadways are paved and the roadway widths are more conforming to Township standards. Generally speaking the roadways are in good condition. The town maintains Wawayanda road and Barry Lakes road within the community. A previous contractor used three to six pickup trucks and one Chevy 6500 dump truck to provide snow removal services. The community has a salt storage facility within their property across from the clubhouse.

### Lake Panorama

Lake Panorama is located in the Northwest section of Vernon off of county route 565, Glenwood Road. It has ± 4.7 miles of private roadway. All of the roadways are paved and the roadway widths are more conforming to Township standards with the exception of the upper Lakeside Drive NW which is narrow and winding. Generally speaking the roadways are in good condition and are laid out in loop configuration with several short dead ends. The town maintains the access to the community, Winding Hill Road and the loop road around the community consisting of Winding Hill Road, Panorama Drive and a portion of Lakeside Drive NW. A former contractor used one mason dump and one pickup with salt spreaders to provide snow removal services. The community does not have a salt storage area.

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### Lake Walkill

Walkill Lake is located in the Northwest section of Vernon at the base of the mountain from Lake Panorama at the end of county route 667, Lake Walkill Road. It has± 4.9 miles of private roadway. All the roads within the community and the access road to county route 667. The roads are paved with oil and stone and the condition of the roadways vary from good to poor with potholes and frost heaves. The community has installed speed humps on Lakeside drive for traffic calming. It should be noted that they are not installed to generally accepted standards/dimensions. There are numerous dead ends in the community as well as areas of steep road grades. Typical roadway widths range from 14-16'. There are no provisions for salt storage within the community. A previous contractor used one mason dump with a sander to provide snow removal services. The community has a salt storage facility within their property.

### Lake Glenwood

Glenwood Lake is private community off of Route 565 (Glenwood Rd.) with± 1.75 miles of unpaved roads that serve the private lake community. The majority of the roads in the community contain steep grades with the exception of Lakeshore Drive NW (the longest road in the community) which is relatively level. There is a minimum of drainage structures so road/roadside erosion is prevalent, especially in the spring. A private contractor previously used one mason dump equipped with a sander to provide snow removal services. The community does not have a salt storage area.

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**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 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. 10:5-31 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,

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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/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).**

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. 17:27-1.1 et seq

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**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.

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**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="radio"/> 1. MFG <input type="radio"/> 2. SERVICE <input type="radio"/> 3. WHOLESALE <input type="radio"/> 4. RETAIL <input type="radio"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	Township	COUNTY    STATE    ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		Township    STATE    ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="radio"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="radio"/> MULTI-ESTABLISHMENT EMPLOYER		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
	Township	COUNTY    STATE    ZIP CODE
<b>Official Use Only</b>	DATE RECEIVED	NAUG. DATE    ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DONOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			-MINORITY caaD1nvcc										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (If any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION ACQUIRED OR ETHNIC GROUP INFORMATION OBTAINED <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES!    2. NO!	15. IF NO, DATE LAST REPORT SUBMITTED  MO   DAY   YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO   DAY   YEAR
17. ADDRESS NO. & STREET	Township	COUNTY	STATE    ZIP CODE    PHONE (AREA CODE, NO., EXTENSION)

# SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.  
33 WEST STATE STREET  
TRENTON, NJ 08625

**VOID**



State Treasurer

## Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: \_\_\_\_\_

If less than 5 years, list previous names and address:

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Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: \_\_\_\_. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: \_\_\_\_\_

If yes, please provide details:

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List similar services you are now providing for which you have signed contract, but not yet started work:

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List all major subcontractors to be used to complete the service and the area of their responsibility:

## Experience & Qualifications Questionnaire

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Please provide at least 3 references below:

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

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

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

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

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

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

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

## *Experience & Qualifications Questionnaire*

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

**Equipment/Service Provided:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_



## *New Jersey Business Registration Certification*

Pursuant to N.J.S.A. 52:32-44, **The Township of Vernon** ("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:

- (1) 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.
- (2) 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.
- (3) 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 <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.

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## SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)	Acting Director	

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

## *Americans with Disabilities Act of 1990*

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~ S12101 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 thereto, are made a part of this contract. In providing any act 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 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 must 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 proceedings 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.

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.

**Business Name (Print):**

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**Representative's Name (Print):**

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**Representative's Title:**

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**Representative's Signature:**

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**Phone:**

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**Date:**

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**Township of Vernon  
Disclosure of Investment  
Activities in Iran**

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

**Part 1: Certification**

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2021, c. 4, 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 or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/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:

I certify, pursuant to Public Law 2021, c. 4, that neither the bidder listed above nor any of the bidder's 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. 2021, c. 4 ("Chapter 25 List"). 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. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the 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 sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Part 2: Additional Information**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

**Part 3: Certification**

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 the Township of Vernon is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Vernon to notify the Township of Vernon in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to ~~persecution~~ persecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Vernon and that the Township of Vernon at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

\_\_\_\_\_

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

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## State of New Jersey

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

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

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

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipech)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

**PAY TO PLAY ADVISORY**  
**Disclosure Requirement**  
**P.L. 2005, Chapter 271, Section 3 Reporting**  
**(N.J.S.A. 19:44A – 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at [www.elec.state.nj.us](http://www.elec.state.nj.us).

If you have any questions please contact ELEC at:  
1-888-313-ELEC (toll free in NJ) or  
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials \_\_\_\_\_

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**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

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

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address



**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township** to notify the **Township** 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	



# General Conditions – Professional Services, Goods & Services

## SECTION I - SUBMISSION OF BIDS

- The Township of Vernon, Sussex County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders. Said Notice Bidders is to be attached to and is considered as a part of these General Conditions.
- **If NOT on e-procurement format as described in the LEGAL NOTICE**, sealed bids will be received by the Purchasing Agent or his/her designee of the Town at the time and place stated in the Notice to Bidders, and at such time and place will publicly open and read aloud all bids received.
- The bid proposal form shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope:
  - Addressed to the Township of Vernon
  - Bearing the name and address of the bidder written on the face of the envelope
  - Clearly marked "BID" with the contract title and/or BID # being identified
  - Bidders shall submit an original as well as a printed copy, clearly labeled as "COPY"
  - Bidders shall also, if indicated in notice submit their bid in CD/ Flash Drive form.
- **It is the bidder's responsibility to see that the bid is presented to the Town on the hour and at the place designated, including uploaded if on e-procurement format. Bids may be hand delivered or mailed; however, the Town disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in prior bullet point, above, must also appear on the outside of the delivery company envelope. All mailed bids must be delivered and signed for by the Administration Office Staff ONLY. Bids received after the designated time and date will be returned unopened.**
- Sealed bids forwarded to the Town 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

## General Conditions – Professional Services, Goods & Services

opened, they must remain firm for a period of sixty (60) calendar days.

- **All prices and amounts must be written in ink or preferably typewritten in a word format on the bid form provided. Any discrepancies between the words and numbers, the written word price shall prevail.** Bids containing any conditions, omissions, unexplained erasures or alteration, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Town. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the 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. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- Bidders must insert prices for furnishing of the specified equipment, materials or supplies, or for all of the materials and/or labor 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 Town. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be placed at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
  - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be

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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.

## SECTION II - BID SECURITY / CONTRACT SECURITY

- The following provisions if indicated shall be applicable to this bid and be made a part of the bidding documents:

\_\_\_\_\_ 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 Township of Vernon. 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 Township of Vernon.

If the bid is being conducted in an electronic only format, the bidder shall provide for a bid guarantee that can be verified through an electronic verification code issued by a surety agency. The bidder may also offer an electronic image of a certified check or cashier's check through the electronic platform and must:

Provide a physical sealed check upon and no later than the submission deadline to the local unit clerk's office and clearly marked as the offeror's response. Any late submittals of the sealed check guarantee will be a mandatory rejection in accord with N.J.S.A. 40A:11-23.2.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. 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. **If required, failure to submit is a mandatory cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

\_\_\_\_\_ Consent of Surety

Bidder shall submit with the bid proposal a Certificate (Consent of

## General Conditions – Professional Services, Goods & Services

Surety) to guarantee that the surety company will furnish the Town with the bonds required by the contract documents within the time periods and in the amounts so specified. The surety shall be authorized to do business in the State of New Jersey. The Consent of Surety shall be in a form acceptable to the Town and accompanied by (a) duly executed acknowledgements of the respective parties; (b) a duly certified copy of a Power of Attorney (where the Consent of Surety is executed by an agent or other representative of the surety); (c) a duly certified extract from the By-Laws or resolutions of Surety under which the Power of Attorney was issued; and (d) a duly certified copy of latest published financial statement of asset and liabilities of Surety. **If required, failure to submit is a mandatory cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

### \_\_\_\_\_ Performance Bond

The successful bidder shall execute and deliver to the Town within ten (10) days after notification of award of the contract, a satisfactory surety bond or bonds in an amount equal to 100% of the contract prices, upon the form prepared for and used by the Town in statutory form with such surety companies as sureties as shall be approved by the Town Council and qualified and authorized to do business under the laws of the State of New Jersey. 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 and any maintenance bonds required have been executed and approved by the OWNER.

The proposal shall also be accompanied by a Consent of Surety wherein the surety consents and agrees that if the Contract for which the proposal is made be awarded, that it will become bound as surety and guarantor for its faithful performance. **If required, failure to submit may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

### \_\_\_\_\_ Labor & Material Payment Bond

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. **If required, failure to submit may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

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\_\_\_\_\_ Maintenance Bond

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

\_\_\_\_\_ 1 year    \_\_\_\_\_ 2 years

**If required, failure to submit may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

\_\_\_\_\_ Payment Deferral

As an alternate performance guarantee, no payment shall be made for any part of this contract until the entire contract is completed to the satisfaction of the Town.

- o Workmanship Guarantee – Contract Retention  
The Contractor shall guarantee all labor and materials for a period of \_\_\_\_\_ months from the date of acceptance of the work by the Town, and he shall make all needed repairs on the work as it progresses and during this guarantee period, except those due to ordinary wear and tear. The Contractor agrees that, during the said guarantee the Town may retain, out of monies payable to him under this agreement, the sum of \_\_\_\_\_ percent of the amount of the contract; and that, should he fail to make the necessary repair at once after due notice from the Administrator or Engineer, the Town may expend the same or so much thereof as may be required to make the needed repairs; provided, however, that in case of emergency, where in the opinion of the Administrator or the Engineer it would cause serious loss or damage, the Town may make repairs without previous notice and at the expense of the Contractor.

Town, the Contract may provide a Maintenance Bond equal to ten (10%) percent of the contract value in a form approved by the Town Attorney.

If an alternate guarantee provision is contained in the Detailed Specifications, then this alternate guarantee provision shall prevail.

## **SECTION III - INTERPRETATION AND ADDENDA - BIDDERS RESPONSIBILITIES**

- All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed



## General Conditions – Professional Services, Goods & Services

to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.

- 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 [scanning@TheCanningGroup.org](mailto:scanning@TheCanningGroup.org) . It is recommended that the bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Town. The bidder accepts the obligation to become familiar with these specifications.
- Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate Town official. In the event the bidder fails to notify the Town of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.
- Discrepancies in the Bid
  - 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.
  - 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 Town of the extended totals shall govern.
- Site Investigation & Representation

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The bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the bidder to acquaint himself with all the available information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work

- Deviations

All bidders shall clearly identify any deviations from the specifications at the time the bids are opened and examined. After the contract has been entered into, no consideration shall be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, it being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

- 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 **SEE TECH SPECS** \_\_\_\_\_.

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

## **SECTION IV - BRAND NAMES, PATENTS AND STANDARDS OF QUALITY**

- Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on

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a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

- It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Town reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
- In submitting its bid, the bidder certifies that the merchandise 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 Town harmless from any damages resulting from such infringement.
- Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A: 11-18.
- Wherever practical and economical to the Town, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- Workmanship  
All workmanship shall be in every respect in accordance with the best current practice. Only skilled craftsmen, fully qualified in the various disciplines required, shall be used in this project.
- 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.
- 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.

### **SECTION V - INSURANCE AND INDEMNIFICATION**

- Insurance Requirements
  - Worker's Compensation and Employer's Liability Insurance

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This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$100,000.

- General Liability Insurance

This insurance shall have limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$2,000,000 aggregate for property damage and shall be maintained in force during the life of the contract by the bidder.

- Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

- Certificate of Insurance

The contractor shall provide Certificates of the Required Insurance as listed above along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Town as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited below is guaranteed by the policy. If such statement is not included in the body of the policy shall be typed on the face or back of the certificate.

- Indemnification

Successful bidder will indemnify and hold harmless the Township of Vernon from all claims, suits or action and damages or costs of every name and description to which the Town may be subjected or put by reason of injury to the person or property of another, or the property of the Town, including attorney's fees and costs relating to the defense of such claims, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement. The Township of Vernon shall be named "Additionally Insured" on the contractor's insurance policy.

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## SECTION VI - PREPARATION OF BIDS

- The Township of Vernon is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required
- Estimated Quantities (Open-end Contracts)  
The Township of Vernon 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.5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- Successful bidder 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 include this cost in the bid price agreement, unless stated specifically otherwise in the Technical Specifications.

## SECTION VII - STATUTORY AND OTHER REQUIREMENTS

- The Contractor shall familiarize himself and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the, work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.  
If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the Town prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Town, he will bear all costs arising there from.  
The following is a list of some Laws/Regulations which MAY impact on this contract. This list is not intended to be inclusive and is in addition to other requirements, statutes, regulations cited in these General conditions:
- Mandatory Affirmative Action Certification  
No firm may be issued a contract unless it complies with the affirmative action regulations of *N.J.S.A 10:5-31 et seq.* & *N.J.A.C 17:27*. Procurement, Professional and Service Contracts

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All successful vendors must submit, upon award the contract or the receipt of the contract, one of the following:

- A photocopy of a valid letter for an approved Federal Affirmative Action Plan, or
  - A photocopy of an approved Certificate of Employee Information Report, or
  - If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).
- Americans with Disabilities Act of 1990  
Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disability language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the Town harmless.
  - Stockholder Disclosure  
Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.
  - The New Jersey Worker & Community Right to Know Act  
The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet- must be furnished.
  - VOC REQUIREMENT  
The Contractor shall use on the job site only chemicals and cleaning

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products that do not exceed the national Volatile Organic Chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA).

- Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

- Safety & Protection

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area. The Contractor will be solely responsible for compliance with all relevant State and Federal Law and Regulation governing construction activities and practices.

- Other Related Statutes

- TITLE 40A, Chapter 11, Public Contract Law.
- TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of an eight-hour working day for laborers, workmen and mechanics.
- TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

- Release of All Liens

Prior to the final payment the contractor shall provide a certification that all liens relating to the contract have been satisfied or will be satisfied though the receipt of the final payment.

- New Jersey Business Registration Certification

All contractors and businesses must submit with their bid proof that they

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are properly registered with the Department of Treasury of the State of New Jersey pursuant to Chapter 57 of the laws of 2004. This certificate must be provided in accordance with current applicable New Jersey State Law. For any proposal involving subcontractors, the Business Registration Certificate must be provided for both the contractor and each subcontractor required to be listed in the bid document. See attached detailed information on this requirement.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment is made the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used. For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, N.J. Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into the State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

- New Jersey Anti-Discrimination

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all the anti-discrimination laws, including but not limited to N.J.S.A 10:2-1 as included in this packet.

- Pay-to-Play Legislation

Pursuant to P.L. 2005, c.271, s3 any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the Commission. The Business Entity Annual Statement (Form BE) and filing instructions can be found at [www.elec.state.nj.us](http://www.elec.state.nj.us).

- 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 in 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.



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## **SECTION VIII - BID OPENING / ANALYSIS & AWARD**

- Acceptance of Bids

The Township of Vernon reserves the right to waive any immaterial defect or informality in any bid and reserves the right to accept that bid or portion thereof which, in its judgment is in the best interest of the Town.

The Township of Vernon also reserves the right to reject any or all bids. Any bid received after the time and date specified shall not be considered.

- Bid Opening

All Bidders or their authorized agents are invited to be present when the bids are opened and read publicly. All bids may be inspected at this time. No bid may be withdrawn after the specified opening time and date. Once opened, all bids become the property of the Township of Vernon and will not be returned to the bidders.

All supply/ service contracts shall be for twelve (12) consecutive months unless otherwise noted in technical or supplemental specifications.

The Township of Vernon may award the work on the basis of the Base Bid, or the base bid combined with such Alternates as selected, until a net amount is reached which is within the funds available.

If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

The Township of Vernon may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.

If the procurement is a Competitive Contract as allowable under N.J.S.A.40A:11-4.1 et. Seq., the basis of award shall be upon Price and Other Factors as contained within N.J.A.C. 5:34-1 et. Seq.,

- Contract Award

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Should the Town decide to award the contract, it shall notify the successful bidder in writing within sixty (60) days of receipt of bids. Should a successful bidder fail or refuse to execute and deliver such contract, certificates of insurance, required stated documentation and bonds within ten (10) days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, the Town may revoke the acceptance of his proposal and the bidder shall become liable for any difference in the proposal awarded and the amount of the contract which the Town may be obliged to award to another because of the refusal or omission of a successful bidder to execute and deliver the contract and bonds aforementioned, together with any sums which the Town may be obliged to spend by reason for the default of the bidder

The successful bidder will not assign any interest in this bid and shall not transfer any interest in the same without the prior written consent of the Town.

### **SECTION IX - REJECTION OF BIDS**

Bids may be rejected for any of the following reasons:

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

### **SECTION X - CONTRACT ADMINISTRATION**

- Contract Documents

The Contract documents shall consist of the Contract, the drawings, the Specifications, and all modifications and addenda incorporated prior to execution of the Contract. All the documents are intended to supplement each other and together constitute a complete set of specifications.

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The specifications are intended to require and include all work, equipment, and materials necessary for proper completion of the work contemplated. If in any case the specifications do not show, note or otherwise require some work, equipment or material necessary for that purpose, the Contractor shall, nevertheless, provide same to fulfill the true intent and purpose of the specifications.

- Inspection

The Business Administrator and the Engineer shall have the right to inspect all materials and work done during any phase of construction, fabrication, or manufacture. The Contractor shall furnish all reasonable facilities and aid to the Engineer and safe and convenient means for the examination and inspection of any part of the work.

- Authority to Withhold Payment

The Business Administrator or the Engineer, because of subsequently discovered evidence, may cause to be withheld or cause to be nullified, the whole or a part of any payment to such extent as may be necessary to protect the Town from loss because of

- Defective work, materials or equipment not corrected; improper work performed; disapproved substitution of material or equipment specified.
- Claims filed or reasonable evidence indicating the probability of claims being filed.
- Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- A reasonable doubt that the contract can be completed for the balance then unpaid.
- Damage to another contract, agency, governing body, corporation or person.
- When the above grounds are removed, payment shall be made for amounts withheld because of them.

- Financial Procedures

Payment in full shall be made upon the completion of the contract requirements of the specifications. Partial payments shall be made if the

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required work or equipment can be completed in stages and if previously agreed to by the Administrator. All payments shall be approved by the Town Council at their bi-monthly meeting within the later of 60 days of a properly prepared executed invoice or 60 calendar days from the date of goods and services were received and certified by an officer of the organization, in accord with N.J.S.A 40A:5-16(b). Late payment interest shall be made within 30 calendar days of the date of the contracting unit making the late payment and interest shall be in accord with the rate specified by the State Treasurer for State late payments pursuant to N.J.S.A. 52:32-35. The contracting unit shall not be responsible for late payments due to circumstances beyond the control of the contracting unit, including but not limited to a strike or natural disaster.

A properly executed invoice shall mean an invoice containing sufficient detail for the payment to be made.

Vouchers shall be submitted at least 10 days prior to this meeting for inclusion upon the agenda. Only properly executed Town vouchers may be used for payments.

Partial payment shall be made on the basis of a certified and approved estimate of work completed. Ten percent (10%) of the amount of each invoice shall be retained by the Town as security for faithful performance and completion of work. The Town shall not make late payment penalties unless the goods and services have been rendered.

- Timeliness
  - Commencement of Work  
The Contractor shall commence work on the project within \_\_\_\_\_ working days from the date of execution of the contract by the Town. (Working days excludes Saturdays, Sundays and Designated Town Holidays)
  - Completion of Work  
The Contractor shall complete all of the work required in these specifications within \_\_\_\_\_ working days after commencing work as required in Section I above.
- Term of Contract – Liquidated Damages  
The terms of this contract shall be completed within the time specified for completion of the work. The Town reserves the right to extend this term of the contract upon application by the contractor providing evidence of

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circumstances beyond the control of the contractor preventing his successful completion of the contract.

In the case the Contractor shall fail to complete the work within the time fixed for such completion, or within the time to which such completion may have been extended, the Contractor shall pay to the Town in the sum of \_\_\_\_\_ dollars for each and every working day that the time consumed in completing the work exceeds the time allowed therefore; starting at twelve (12 o'clock) midnight of the date set for completion of the contract, which said sum, in view of the difficulty or accurately ascertaining the loss which the Town will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the Town will suffer by reason of such delay, and not as a penalty. The Town will deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages.

- The successful bidder/ contractor shall not assign transfer, convey, sublet or otherwise dispose of any interest in this contract without the prior written consent of the Town.

### **SECTION XI - TERMINATION OF CONTRACT**

- If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Town shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Town of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- Notwithstanding the above, the contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the contract by the contractor and the Town may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Town from the contractor is determined.
- The contractor agrees to indemnify and hold the Town 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 Town under this provision.
- In case of default by the successful bidder, the Town may procure the articles or services from other sources and hold the successful bidder

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- responsible for any excess cost occasioned thereby.
- The Town shall have the right to declare the Contract in default in any of the following eventualities:
    - The Contractor becomes insolvent or a voluntary or involuntary petition in bankruptcy be filed by or against the Contractor.
    - The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New Jersey.
    - The Contractor fails to commence work when notified to do so by the Business Administrator or the Engineer.
    - The Contractor shall abandon the work.
    - The Contractor shall refuse to proceed with the work when and as directed by the Business Administrator or the Engineer.
    - The Contractor shall without just cause, reduce his working force to a number which, if maintained, shall be insufficient, in the opinion of the Administrator or the Engineer, to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse to sufficiently to increase such working force when ordered to do so by the Administrator or Engineer.
    - The Contractor shall sublet, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified.
    - A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
    - The Business Administrator or Engineer shall be of the opinion that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance or completion of the work, and the awards of necessary sub-contractors, or the placing of necessary material and equipment orders.
    - The Business Administrator or Engineer shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this contract in good faith and in accordance with its terms.
    - The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completion extended.

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Before the Town shall exercise its right to declare the Contractor in default by reason of the conditions set forth above, the Contractor shall be given an opportunity to be heard. The right to declare in default, for any of the grounds specified or referred to herein, shall be exercised by sending the Contractor a notice signed by the Business Administrator, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract and shall immediately quit the site, leaving UNTOUCHED all plant, materials, equipment, tools and supplies then on the site.

The Town, after declaring the Contractor in default, shall then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as the Town shall deem advisable, utilizing for such purposes any of the Contractor's or Sub-contractor's plant, materials, equipment, tools and supplies remaining on the site, as shall be deemed to be available.

After such completion, the Town shall certify the expense incurred in such completion, which shall include the cost of relating as well as the total amount of liquidated damages (at the rate provided for) from the date when the work should have been completed by the Contract, in accordance with the terms hereof to the date of actual completion of the work. Such certifications shall be binding and conclusive upon the Contractor, his Sureties, and any person claiming under the contract, as to the amount thereof.

The expense of such completion, as so certified by the Town shall be charged against and deducted from such monies as would have been payable to the Contractor, if he had completed the work; and the balance of such monies, if any, subject to the other provisions of this Contract, shall be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the Town, exceed the total sum which would have been payable under this contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the Town upon demand.

- Continuation of the terms of this 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 Town reserves the right to

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cancel this contract.

- 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 available to the New Jersey Office of the State Comptroller upon request.

### **SECTION XII - DISPUTE RESOLUTION**

Any dispute arising under this Contract shall be resolved in accordance with and subject to the provisions contained in N.J.S.A. 40A: 11-41.1 as outlined below. Nothing in this section shall prevent the Town from seeking injunctive or declaratory relief in court at any time.

- All remedies provided elsewhere in the contract and/or specifications governing the project in dispute shall be exhausted prior to initiating this Dispute Resolution process. Where the Town, its engineer or architect, or its administrative authorities are required by contract or specifications to issue a decision, such decision must be rendered within the time constraints in said contract prior to proceeding to resolve the dispute in accordance with this section
- Prior to litigation, the Town and contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. The demand for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association, with a copy to the Administrator, Engineer or Architect for the project. This demand must cite the specifics of the dispute and the relevant remedies sought.
  - In no event shall a demand for mediation be made more than 30 days after the decision in dispute is rendered by the Town, its engineer, architect, or administrative authorities, nor more than 30 days after the completion and acceptance of the work and issuance of final payment, nor after the institution of legal or equitable proceedings unless specifically agreed to by all parties to the dispute.
  - Nothing herein shall be construed to prevent the Town and contractor from agreeing to an alternate dispute resolution procedure in lieu of or in addition to mediation.
- This Dispute resolution procedure shall not prevent the Town from



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notifying any performance guarantor (surety) or maintenance guarantor (surety) of the dispute and requesting the surety's assistance in resolving any disputes with involve the contractor's performance or lack thereof

- Default Provisions

For those contracts which do not require a Performance Bond, the following DEFAULT PROVISIONS govern:

- If the contractor fails to complete the required work within the number of days specified in the contract or abandons the required work for \_\_\_\_\_ working days and fails to commence working within 3 calendar days after receiving Notice of Default from the Town, then the contractor is declared to be in fault of the contract. In instances of the default of a contract, the Township of Vernon reserves the right to immediately have the specified work completed by an alternate contractor and the cost of this completion deducted from any and all monies owed to the original contractor. If insufficient funds are not available within the value of the original contract, then the contractor shall be liable for any and all extra costs incurred by the Town in completing the specified work.

### **SECTION XIII - OTHER PROVISIONS**

- 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:
  - Not use or disclose protected health information other than as permitted or required by law
  - Use appropriate safeguards to protect the confidentiality of the information
  - 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.
- The owner shall retain all of its rights and interest in any and all documents and property both hard copy (if applicable) 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

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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.
- 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.
- 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.

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