

COLTS NECK TOWNSHIP
MONMOUTH COUNTY, NEW JERSEY
BID SPECIFICATIONS
FOR
PRIVATE SNOW REMOVAL SERVICES

INCLUDES THE FOLLOWING:

- Notice to Bidders
- General Conditions
- Insurance Requirements
- Consent of Surety
- Non-Collusion Affidavit
- Disclosure Statement
- Affirmative Action Requirements and Questionnaire
- Specifications
- Proposal Form
- Bidder's Checklist
- Americans with Disabilities Act
- Iran Disclosure

BIDS RECEIVED: Tuesday, August 3, 2021
10:00 a.m., Town Hall
124 Cedar Drive
Colts Neck, NJ 07722

BY: Kathleen Capristo
Township Administrator

July 21, 2021

Asbury Park Press
2601 Highway 66
Neptune, NJ 07754

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids will be received by the Municipal Clerk of Colts Neck Township at the Township Municipal Building, 124 Cedar Drive, Colts Neck, New Jersey 07722, Tuesday, August 3, 2021 at 10:00 a.m., prevailing time for **PRIVATE SNOW REMOVAL SERVICES**. Specifications are available in the office of the Administrator of Colts Neck Township and may be examined at the Colts Neck Township Municipal Building, 124 Cedar Drive, Colts Neck, New Jersey 07722, during regular business hours of 8:30 a.m. until 4:30 p.m. Proposals must be enclosed in a sealed envelope addressed to the Municipal Clerk of Colts Neck Township, marked "Private Snow Removal Services" and must clearly set forth the contract price on the bidder's letterhead. The bids must be accompanied by a certified check, cashier's check or bid bond payable to Colts Neck Township as a guarantee that if the contract or agreement is awarded to the bidder, the bidder will enter into a contract therefor. The amount to be deposited shall be \$2,500.00.

Bidders are required to comply with the requirements of P.L. 1975, C., 127 (N.J.A.C. 17:27).

This bid is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq.

The Township Committee of Colts Neck Township reserves the right to waive any informalities or to reject any and all bids.

Bids may not be withdrawn within thirty (30) days after day of said opening.

Trina Lindsey, RMC
Municipal Clerk

BIDDERS CHECK LIST

<u>ITEM</u>	<u>CHECK</u>
Bid Bond or Surety Requirements	_____
Affirmative Action Requirements	_____
Iran Disclosure	_____
Americans with Disabilities Act	_____
Non-Collusion Certificate	_____
Insurance Requirements	_____
Business Registration Certificate	_____
Form W-9	_____
Consent of Surety	_____
Disclosure Statement	_____
Proposal Form	_____
Proof of Vehicle Insurance & Registration	_____

**THIS CHECK LIST IS INTENDED AS A GUIDE ONLY TO HELP BIDDERS IN
THE SUBMISSION OF COMPLETE BID PACKAGES.**

INFORMATION FOR BIDDERS

I. GENERAL

- (a) Before submitting a proposal, each bidder must make a careful examination of conditions and specifications and fully inform himself thoroughly as to any special condition, contract and other documents.
- (b) Colts Neck Township may reject any bid not prepared and submitted in accordance with the provisions hereof, may waive any informalities in the bids and may reject any and/or all bids.
- (c) No bid shall be considered which is not based upon these specifications and other contract documents attached or made a part hereto. Further, no bid shall be considered which is not properly executed or which is not accompanied with proposal security in the form and amount as set forth herein.
- (d) No oral, telegraph or telephone bids or modifications will be considered.

II. RECEIPT AND OPENING OF BIDS

Bids will be received by the Municipal Clerk and opened by the Qualified Purchasing Agent, as outlined in the Notice to Bidders and /or his authorized representatives.

III. PROPOSAL SECURITY

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount \$2,500.00 payable to Colts Neck Township. Bid security of all except the apparent three (3) lowest responsible bidders shall be returned, if requested, after ten (10) days from the opening of bids (Sunday and holidays excepted). On return of said security, that bid shall be considered as officially withdrawn.

Otherwise, within three (3) days after awarding of the contract and the approval of the contractor's performance bond, the bid securities of the remaining bidders shall be returned.

IV. SIGNATURES

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation, the bid shall be signed by a properly authorized officer of the corporation.

The bid shall indicate whether the bidder is an individual, a partnership, or a corporation. In case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporation name with the name of the State under which it is incorporated and the names of its officers shall be given. A statement setting forth the names and addresses of all stockholders if a corporation, or partners if a partnership, who own ten percent (10%) or more of the interest in the business, must be submitted with this bid unless previously filed with the Township.

V. AWARD OF CONTRACT AND ITS EFFECT

Within sixty (60) days after the opening of the bids, the Township Committee will act upon them. The award of a contract will be given for the successful bidder by notice in writing signed by a duly authorized representative of the Township. No other act of the Township or any official shall constitute the award of the bid. The award of the bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as herein before provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of an agreement of contract. The acceptance of a bid as provided herein shall constitute the award of the contract.

VI. OBLIGATIONS OF BIDDERS

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his proposal.

VII. FORM OF PROPOSAL

All bids must be submitted on forms available from the Township administrator.

Bids must be enclosed in sealed envelopes, addressed to Colts Neck Township, bearing on the outside the name and address of the bidder, and must be delivered at the place and time set in the advertisement. Bids received after the hour herein named or in unsealed envelopes or without the bidder's name on the outside thereof will not be considered.

VIII. IDENTICAL BIDS

The U.S. Department of Justice investigates identical bidding for property and services pursuant to public invitation for bids. Also, pursuant to Executive Order 10936, April 24, 1961, identical bids received by Colts Neck Township will be reported to the U.S. Attorney General with all information relative to the identical bids.

GENERAL CONDITIONS

1. THE BIDDER MUST SUBMIT HIS PROPOSAL ON THE ENCLOSED FORM AND MUST FURNISH ALL PERTINENT INFORMATION. FAILURE TO EXECUTE THIS FORM MAY BE JUST CAUSE FOR REJECTION OF BID.
2. FOR PURPOSE OF EVALUATION, THE BIDDER MUST INDICATE ANY VARIANCE TO OUR SPECIFICATIONS, TERMS AND/OR CONDITIONS, NO MATTER HOW SLIGHT. IF VARIATIONS ARE NOT STATED IN THE PROPOSAL, IT WILL BE CONSTRUED THAT BID FULLY COMPLIES WITH OUR SPECIFICATIONS.
3. COLTS NECK TOWNSHIP RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, IF DEEMED TO BE IN THE BEST INTEREST OF THE TOWNSHIP OF COLTS NECK TO DO SO.
4. THE CONTRACT IS TO BE ENTERED INTO AND EXECUTED BY THE SUCCESSFUL BIDDER AND COLTS NECK TOWNSHIP WITHIN A PERIOD OF SIXTY DAYS AFTER ACCEPTANCE OF THE BID.
5. PAYMENT SHALL BE MADE IN THE FOLLOWING MANNER; AFTER SATISFACTORY PERFORMANCE, THE CONTRACTOR SHALL SUBMIT A MONTHLY DETAILED BILL AND CERTIFIED VOUCHER FOR SERVICES RENDERED. THE TOWNSHIP WILL CHECK FOR ACCURACY AND FORWARD INVOICE AND VOUCHER THROUGH THE PRESCRIBED CHANNELS FOR PAYMENT.
6. THE TOWNSHIP WILL NOT ASSUME RESPONSIBILITY FOR BIDS FORWARDED BY MAIL. IT IS THE BIDDER'S RESPONSIBILITY TO SEE THAT BIDS ARE PRESENTED TO THE COMMITTEE ON THE HOUR AND AT THE PLACE DESIGNATED.
7. THE TOWNSHIP IS EXEMPT FROM ALL FEDERAL, STATE AND MUNICIPAL EXCISE, SALES AND OTHER TAXES.
8. FAILURE TO OFFER A COMPLETE BID, ON ALL SECTIONS OF THIS INVITATION, MAY BE JUST CAUSE FOR REJECTION OF THE BID AS NOT MEETING SPECIFICATIONS.
9. IN THE EVENT OF TIE BIDS, THE TOWNSHIP SHALL HAVE THE AUTHORITY TO AWARD CONTRACTS TO THE VENDOR SELECTED BY THE TOWNSHIP AT ITS SOLE DISCRETION.
10. DURING THE TIME THAT THIS PROJECT IS BEING ADVERTISED FOR BIDS ALL ADDENDUMS TO THE PLANS, SPECIFICATIONS OR CONTRACT CONDITIONS WILL BE COMMUNICATED TO ALL BIDDERS BY CERTIFIED MAIL SO AS TO INSURE THAT THEY WILL HAVE ALL AVAILABLE SUPPLEMENTAL INFORMATION BEFORE BIDS ARE RECEIVED BY THE TOWNSHIP.

11. ALL ERASURES, INTERPOLATIONS AND OTHER PHYSICAL CHANGES TO THE BID PROPOSAL FORM SHALL BE INITIALED BY AN APPROPRIATE OFFICIAL OF THE BIDDER.

12. **BIDS WILL BE ACCEPTED BY THE MUNICIPAL CLERK UNTIL 10:00 A.M., TUESDAY, AUGUST 3, 2021 AT THE COLTS NECK TOWNSHIP MUNICIPAL BUILDING, 124 CEDAR DRIVE, COLTS NECK, NJ 07722.**

13. **BIDS SHALL BE IN A SEALED ENVELOPE, WHICH SHALL BE MARKED "SEALED BID: PRIVATE SNOW REMOVAL SERVICES".**

14. ALL BIDS MUST BE ACCOMPANIED BY A CONSENT OF SURETY, WHICH WILL GUARANTEE THAT THE BIDDER WILL PROVIDE A SURETY BOND AFTER CONTRACT AWARD.

15. THE SUCCESSFUL BIDDER SHALL FURNISH THE TOWNSHIP ADMINISTRATOR WITHIN TEN (10) DAYS FROM THE DATE OF CONTRACT AWARD, A PERFORMANCE BOND, ACCEPTABLE TO THE TOWNSHIP IN THE FULL AMOUNT OF THE BID AWARD SECURING THE FAITHFUL PERFORMANCE OF THE SUCCESSFUL BIDDER BY A SURETY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF NEW JERSEY.

16. EACH SUCCESSFUL BIDDER MUST AGREE TO COMPLY WITH P.L. 1975c127 (AFFIRMATIVE ACTION), P.L. 1977c33 (NON-COLLUSION), AND P.L. 1977c33 (DISCLOSURE).

17. **BIDDERS MUST INCLUDE A CURRENT BUSINESS REGISTRATION CERTIFICATE AND COMPLETED FORM W-9 WITH YOUR BID.**

FAILURE TO SUBMIT SAID CERTIFICATION WILL BE GROUNDS TO DISQUALIFY YOUR BID.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
INSURANCE REQUIREMENTS

THE CONTRACTOR SHALL NOT COMMENCE ANY WORK UNTIL HE OBTAINS, AT HIS OWN EXPENSE, ALL THE REQUIRED INSURANCE. NOTHING CONTAINED IN THESE INSURANCE REQUIREMENTS IS TO BE CONSTRUED AS LIMITING THE EXTENT OF THE CONTRACTOR'S RESPONSIBILITY FOR PAYMENT OF DAMAGES RESULTING FROM HIS OPERATIONS UNDER THE CONTRACT.

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN INSURANCE WITH COMPANIES SATISFACTORY TO THE TOWNSHIP AS FOLLOWS:

A. WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE COVERING ALL OF THE CONTRACTOR'S EMPLOYEES DIRECTLY OR INDIRECTLY ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. THIS INSURANCE SHALL COMPLY WITH THE STATUTORY REQUIREMENTS OF THE STATE OR STATES INVOLVED AND SHALL HAVE AN EMPLOYER'S LIABILITY INSURANCE LIMIT OF NOT LESS THAN \$500,000.

B. COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTOR'S PROTECTIVE, COMPLETED OPERATIONS AND CONTRACTUAL LIABILITY INSURANCE WITH MINIMUM LIMITS OF NOT LESS THAN A COMBINED SINGLE LIMIT OF \$2,000,000. THE PROPERTY DAMAGE LIABILITY INSURANCE SHALL INCLUDE THE BROAD FORM PROPERTY DAMAGE LIABILITY ENDORSEMENT AS WELL AS COVERAGE FOR THE EXPLOSION, COLLAPSE AND UNDER GROUND (XCU) HAZARDS. ALL LIABILITY COVERAGES SHALL BE ON AN OCCURRENCE BASIS.

C. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE COVERING CONTRACTOR FOR CLAIMS ARISING FROM ALL OWNED, HIRED AND NON-OWNED VEHICLES WITH LIMITS OR NOT LESS THAN A COMBINED SINGLE LIMIT OF \$2,000,000.00.

D. CONTRACTUAL LIABILITY INSURANCE MUST BE INCLUDED IN THE COMPREHENSIVE GENERAL LIABILITY INSURANCE DESCRIBED IN SUB-PARAGRAPH B ABOVE, SPECIFICALLY INSURING THE INDEMNIFICATION CLAUSE SPECIFIED HEREINAFTER.

E. POLICY LIMITS LISTED ABOVE ARE MINIMUM UNLESS DIFFERENT AMOUNTS EXPRESSLY CALLED FOR IN SPECIFICATIONS FOR THE ITEM BID, AND WHEREVER THE LAW REQUIRES HIGHER LIMITS, THE HIGHER LIMITS SHALL GOVERN.

F. CERTIFICATES OF THE INSURANCE REQUIRED ABOVE MUST BE FILED WITH THE TOWNSHIP BEFORE THE CONTRACT IS SIGNED. THE COMPREHENSIVE GENERAL LIABILITY CERTIFICATE MUST SPECIFICALLY STATE THAT STANDARD CONTRACTUAL LIABILITY INSURANCE IS IN FORCE INSURING INDEMNIFICATION

CLAUSE, AND THE INDEMNIFICATION CLAUSE MUST BE TYPED ON THE CERTIFICATE. ALL CERTIFICATES MUST PROVIDE FOR 15 DAYS PRIOR WRITTEN NOTICE TO THE OWNER OF POLICY CANCELLATION OR MATERIAL CHANGE.

G. COPIES OF THE INSURANCE POLICIES REQUIRED MUST BE FILED WITH THE TOWNSHIP BEFORE ANY WORK IS STARTED BY THE CONTRACTOR.

H. POLICIES SHALL REMAIN IN FORCE AND/OR RENEWED FOR THE DURATION OF THE CONTRACT PERIOD.

I. INDEMNIFICATION CLAUSE: "THE CONTRACTOR SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND THE TOWNSHIP, ITS OFFICERS AND EMPLOYEES AND AGENTS, FROM ANY AND ALL LIABILITY CLAIMS, LOSSES OR DAMAGE ARISING OR ALLEGED TO ARISE FROM THE PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER".

J. THE TOWNSHIP WILL BE NAMED AN ADDITIONAL INSURED ON ALL INSURANCE POLICIES OF THE SUCCESSFUL BIDDER TO BE PROVIDED UNDER THESE SPECIFICATIONS.

CONSENT OF SURETY

In consideration of the premises and the One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, or re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20_____.

(A corporate acknowledgement and statement of authority to be hereto attached by the company.)

Surety Company

BY: _____
Surety Company
Attorney-in-Fact

Attest

IMPORTANT: BIDDER MUST HAVE THIS CONSENT OF SURETY FORM COMPLETED.

NON-COLLUSION BIDDING CERTIFICATION

RE:

DATE:

"BY SUBMISSION OF THIS BID, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF:

1. THE PRICES IN THIS BID HAVE BEEN ARRIVED AT INDEPENDENTLY WITHOUT COLLUSION, CONSULTATION, COMMUNICATION, OR AGREEMENT, FOR THE PURPOSE OF RESTRICTING COMPETITION, AS TO ANY MATTER RELATING TO SUCH PRICES WITH ANY OTHER BIDDER OR WITH ANY COMPETITOR;
2. UNLESS OTHERWISE REQUIRED BY LAW, THE PRICES WHICH HAVE BEEN QUOTED IN THIS BID HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE BIDDER AND WILL NOT KNOWINGLY BE DISCLOSED BY THE BIDDER PRIOR TO OPENING, DIRECTLY OR INDIRECTLY, TO ANY OTHER BIDDER OR TO ANY COMPETITOR;
3. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE BIDDER TO INDUCE ANY OTHER PERSON, PARTNERSHIP, OR CORPORATION TO SUBMIT OR NOTTOSUBMIT A BID FOR THE PURPOSE OF RESTRICTING COMPETITION".

SIGNATURE _____

NAME/TITLE _____

CORPORATION _____

ADDRESS _____

TELEPHONE NO. _____

Sworn and subscribed before me
this _____ day of _____ 20____.

(Notary Seal)

THE FOLLOWING STATEMENT IS A LIST OF ALL STOCKHOLDERS IN THIS CORPORATION OR PARTNERS IN THIS PARTNERSHIP WITH 10% OR GREATER INTEREST HEREIN, AS THE CASE MAY BE.

BID ITEM: _____

DATE OF BID: _____

[illegible]

(STATEMENT SUPPLEMENT PERMITTED IF NEEDED)

AFFIRMATIVE ACTION REQUIREMENTS

1. THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY RULES, REGULATIONS AND ORDERS PROMULGATED BY THE STATE TREASURER PURSUANT TO P.O. 1975, C.127, AND/OR PURSUANT TO ANY AUTHORITY DELEGATED THIS POLITICAL SUBDIVISION OR AGENCY BY THE STATE TREASURER. THE CONTRACTOR WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY A DULY APPOINTED REPRESENTATIVE OF THE STATE TREASURER FOR PURPOSE OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH RULES, REGULATIONS AND ORDER ADOPTED TO P.L. 1975, C.127, AND PURSUANT TO THE PROVISIONS OF N.J.S.A. 10:2-1 THROUGH 10:2-4 AND ALL RULES AND REGULATIONS PROMULGATED THEREUNDER.

2. IN THE EVENT OF THE CONTRACTOR NONCOMPLIANCE WITH THE SPECIFICATION OR OF ANY RULES, REGULATIONS, OR ORDERS PROMULGATED BY THE STATE TREASURER PURSUANT TO P.L. 1975, C.127 OR WITH THE PROVISION OF N.J.S.A. 10:2-1 THROUGH 10:2-4 OR RULES OR REGULATIONS PROMULGATED THEREUNDER, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART, AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE BY THE STATE TREASURER FOR FURTHER PUBLIC WORKS CONTRACTS. SUCH OTHER SANCTIONS AS MAY BE ADOPTED BY THE STATE TREASURER PURSUANT TO P.L. 1975, C.127, MAY BE IMPOSED FOR THE AFOREMENTIONED VIOLATIONS.

3. THE CONTRACTOR WILL INCLUDE THE AFOREMENTIONED CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY P.L. 1975, C.127 OR RULES, REGULATIONS OR ORDERS PROMULGATED THEREUNDER BY THE STATE TREASURER, SO THAT ALL OF THE AFOREMENTIONED CLAUSES WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE STATE TREASURER MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE.

4. FOR THE PURPOSE OF THIS SPECIFICATION, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

A. "AFFIRMATIVE ACTION" MEANS PROCEDURES WHICH ESTABLISH HIRING AND EMPLOYMENT GOALS, TIMETABLES, AND PRACTICES TO BE IMPLEMENTED, WITH GOOD FAITH EFFORTS, FOR MINORITY GROUP MEMBERS.

B. "MINORITY GROUP MEMBERS" MEANS PERSONS WHO ARE NEGROES, SPANISH SURNAMED AMERICANS, AMERICAN ORIENTALS AND NATIVE AMERICANS.

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

A. 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 OR SEX. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED EQUALLY DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX. SUCH ACTION SHALL INCLUDE BUT NOT 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 NON-DISCRIMINATION CLAUSE.

B. 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 OR SEX.

C. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

D. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH ANY REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C.127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

E. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY SECTION 5.2 OF THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C.127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C.127 AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

F. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING ALL RECRUITMENT AGENCIES, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, OR ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICE.

G. 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.

H. 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, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

IF THE CONTRACTOR IS OPERATING UNDER A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM OR IF THE PERSON IS A SUBCONTRACTOR WITH FOUR (4) OR LESS EMPLOYEES OR A PROCUREMENT OR SERVICE SUBCONTRACTOR LOCATED OUTSIDE OF NEW JERSEY, PARAGRAPHS D, E, F, G, AND H ARE NOT APPLICABLE. HOWEVER, ALL OTHER PARAGRAPHS SHALL APPLY.

QUESTIONNAIRE ON
PROCUREMENT AND SERVICE CONTRACTS

1. OUR COMPANY HAS A FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL.

_____ YES

_____ NO

A. IF YES, SUBMIT A PHOTOCOPY OF SAID APPROVAL.

2. IF YOU DO NOT HAVE A STATE APPROVAL, INDICATE WHETHER YOU HAVE

_____ MORE THAN 50 EMPLOYEES

_____ FEWER THAN 50 EMPLOYEES

3. IF YOU HAVE MORE THAN 50 EMPLOYEES, PLEASE SEND US AN AFFIRMATIVE ACTION FORM FOR OUR COMPLETION. (AA 302 - AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT)

4. IF YOU HAVE FEWER THAN 50 EMPLOYEES, PLEASE SEND AN AFFIDAVIT FOR OUR COMPLETION.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

NAME _____

SIGNATURE _____

TITLE _____

DATE _____

CONTRACTOR - PLEASE COMPLETE AND SIGN THIS FORM

AN EQUAL OPPORTUNITY EMPLOYER

AFFIRMATIVE ACTION AFFIDAVIT
(to be completed by firms with less than 50 employees)

STATE OF NEW JERSEY)

COUNTY OF) ss
)

I _____, OF THE (CITY, TOWN, BOROUGH) OF
_____ IN THE COUNTY OF _____, STATE OF
_____ OF FULL AGE, BEING DULY SWORN ACCORDING TO LAW ON MY OATH
DEPOSE AND SAY THAT:

1. I AM (PRESIDENT, PARTNER, OWNER) OF THE FIRM OF _____
A BIDDER MAKING A PROPOSAL UPON THE ABOVE-NAMED PROJECT.
2. _____, DOES NOT HAVE 50 EMPLOYEES OR MORE INCLUSIVE OF
ALL OFFICERS AND EMPLOYEES OF EVERY TYPE.
3. I AM FAMILIAR WITH THE AFFIRMATIVE ACTION REQUIREMENTS OF P.L. 1975, c. 127 AND THE
RULES AND REGULATIONS ISSUED BY THE TREASURER, STATE OF NEW JERSEY, PURSUANT
THERETO.
4. _____, HAS COMPLIED WITH ALL THE AFFIRMATIVE ACTION
REQUIREMENTS OF THE STATE OF NEW JERSEY, INCLUDING THOSE REQUIRED BY P.L. 1975c.
127 AND THE RULES AND REGULATIONS ISSUED BY THE TREASURER, STATE OF NEW
JERSEY, PURSUANT THERETO.
5. I AM AWARE THAT IF, _____ DOES NOT COMPLY WITH P.L. 1975c. 127
AND RULES AND REGULATIONS ISSUED PURSUANT THERETO, THAT NO MONIES WILL BE
PAID BY THE STATE OF NEW JERSEY, COUNTY OF _____, (CITY, TOWN,
BOROUGH) OF _____
UNTIL AN AFFIRMATIVE ACTION PLAN IS APPROVED, I AM ALSO AWARE THAT THE
CONTRACT MAY BE TERMINATED AND THE _____, MAY BE
DEBARRED FROM ALL PUBLIC CONTRACTS, FOR A PERIOD OF UP TO FIVE (5) YEARS.
6. IN THE EVENT MY WORK FORCE INCREASES TO 50 EMPLOYEES, I MUST CONTACT THE
STATE AFFIRMATIVE ACTION OFFICE AND COMPLETE AN EMPLOYEE INFORMATION
REPORT.

Subscribed and sworn to
before me this _____ day
of _____, 20____.

Signature of Authorized Representative

(Seal)
Notary Public of New Jersey

Name and Title

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-B
Name of Form:	MANDATORY LANGUAGE – AMERICANS WITH DISABILITIES ACT OF 1990
Statutory Reference:	Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. S121 01 et seq.)
Instructions Reference:	Statutory and Other Requirements VII-B
Description:	The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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 Included with
All Bid and Proposal Submissions**

Legal Name of Business: _____

Incorporated: _____

Address of Business: _____

Email Address: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any

person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☐ I certify that 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.

OR

- ☐ I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.
(Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of _____, 20____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

SURETY ACKNOWLEDGEMENT FORM

STATE OF NEW JERSEY

COUNTY OF _____

On this _____ day of _____, 201____, before me the subscriber, personally appeared _____ to me personally known and known to me to be the _____ of _____, the corporation described in the within Instrument and which executed it, who being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of the said corporation, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(Signature of Officer)

Sworn and subscribed to before me this

____ day of _____ 201____

_____ L.S.

Notary Public in the State of New Jersey

My commission expires on _____ 201____

(Seal)

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/ Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person 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 <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 will 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

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, 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. 2012, c. 25 ("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 and sign and complete the Certification below. **Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey 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 State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

**COLTS NECK TOWNSHIP
SPECIFICATIONS**

SNOW PLOWING CONTRACTORS

The snow plowing contractor (hereinafter referred to as the "contractor") shall furnish all necessary equipment and employees in connection with the plowing of snow for the first-season period of 12/15/21 through 4/15/22, a second-season period of 11/15/22 through 4/15/23, and an optional third-season period of 11/15/23 through 4/15/24 which must be approved by Colts Neck Township (hereinafter referred to as the "Township").

1. The contractor shall indemnify and save harmless the municipality from any and all claims arising out of injuries to persons or damage to property which may result from the performance of any work herein described performed on behalf of the Township.
2. The Township reserves the right to call upon any number of additional contractors as needed and at the recommendation of the Director of Public Works during any and all snow and/or ice related events.
3. The contractor shall be responsible for the replacement or repair of any property damaged or destroyed while performing the plowing of snow including but not limited to curbing, fences, mailboxes, landscaping, and lawn sprinkler heads and shall report all incidents of actual or alleged damage immediately to the Director of Public Works.
4. The contractor shall bear full responsibility for notifying the Director of Public Works or his office of any time lost during the performance of plowing duties for whatever reason immediately.
5. The Township shall pay a vehicle set-up fee of \$16,000.00 for each season of the contract payable in November of each snow removal season.
6. The Township shall pay a minimum of four (4) hours per vehicle used for all callouts.
7. In the event fuel prices for plowing vehicles increase to over \$4.00 per gallon, the Township will pay the difference above said \$4.00 per gallon.
8. Contractors will be required to contact the Director of Public Works, as directed, for any additional instructions regarding the continuation or stoppage of snow plowing.
9. Upon receipt of orders to begin the work of plowing, contractors shall be required to proceed immediately to their respective assignments, as designated by the Township. All contractors shall make the Director of Public Works aware of any

time lag that will be experienced in reporting to assigned areas and must be on at their assigned areas no later than one (1) hour after initial contact. No travel time shall be paid by the Township and hourly rates shall begin when the last unit is in position at their assigned area.

10. All contractors shall be required to bid an hourly rate for plowing of snow anywhere within the borders of the Township. This rate shall be for equipment and operator and shall not vary regardless of the time of day or the day of the week that work will be performed.
11. Assignment of areas to be plowed shall be the decision of the Director of Public Works or his/her designee and shall be based upon routes which the Director of Public Works will establish.
12. The contractor shall make arrangements to ensure there is an available source of motor fuel at all times so that all equipment is ready and operable at all hours and for extended periods of time. The Township will only provide fuel under extreme emergency conditions. Only the Director of Public Works, the Township Administrator, or the Mayor have the authority to make the decision to use Township provided fuel. Should Township provided fuel be used, the cost of said fuel will be deducted from the contractor's next voucher at prevailing retail rates.
13. Primary plowing units shall be of sufficient size, weight, power and traction effort to maneuver a 10-foot heavy duty snowplow for severe duty, i.e., trucks shall have a minimum gross vehicle weight rating of 32,000 pounds. Farm tractors shall have a minimum of 100 flywheel h.p. Farm tractors must be four-wheel drive units.
 - A. Bidders must be able to supply a minimum of six primary units, four-wheel drive tractors or vehicles with 10-foot heavy duty plows.
 - B. A minimum of five, four-wheel drive pick-ups with minimum eight-foot power angle plows.
 - C. One supervisor with four-wheel drive pickup, plow, and radio with Township frequency. (Radios to be supplied by bidder). Unit must also be GPS equipped.
14. Bidder shall plow all designated streets curb to curb, leaving no spoils or furrows of snow in any street (intersections included).
15. Personnel operating plowing vehicles must possess a valid New Jersey license for the type of vehicle being operated.
16. All plowing vehicles must be properly registered and insured and meet all New Jersey Department of Transportation vehicle regulations.

17. All units will be verified by the Township prior to the start of each contract year to ensure bid compliance.
18. A list of all vehicles bid must be included with your proposal with the year, make, and model.

**COLTS NECK TOWNSHIP
PROPOSAL**

- A. **Primary plowing vehicles (minimum of 6)** \$ _____ per hour.
- B. **Four-wheel drive pickup (minimum of 5)** \$ _____ per hour.
 F-250 or equivalent with minimum 8-foot plow
- C. **Supervisor with four-wheel drive, plow and radio (one)**
 F-250 or equivalent with minimum 8-foot plow \$ _____ per hour.

Bids shall be awarded by multiplying 6 times the rate of bid for primary plowing vehicles and 5 times the hourly rate bid for four-wheel drive pickups, and 1 times the hourly rate bid for supervisor and adding the totals to arrive at an overall hourly rate. The contract shall be awarded to the bidder bidding the lowest overall hourly rate.

Date: _____

Name: _____

Address: _____

Telephone: _____

Signature: _____

Title: _____

NOTE: DO NOT MODIFY OR CHANGE THIS PROPOSAL.

THE TOWNSHIP RESERVES THE RIGHT TO AWARD THIS BID FOR A ONE, TWO OR THREE YEAR PERIOD.

IDENTICAL BIDS: The U.S. Department of Justice investigates identical bidding for property and services pursuant to public invitation for bids. Also, pursuant to Executive Order 10936, April 24, 1961, identical bids received by Colts Neck Township will be reported to the U.S. Attorney General with all information relative to the identical bids.