

COLTS NECK TOWNSHIP
MONMOUTH COUNTY, NEW JERSEY

BID SPECIFICATIONS

FOR USE OF TOWNSHIP PROPERTY
FOR AGRICULTURAL PURPOSES

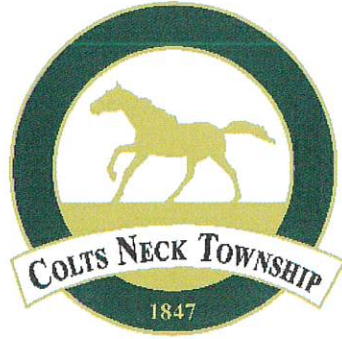
INCLUDES THE FOLLOWING:

- Notice to Bidders
- Information for Bidders
- Bidders Check List
- General Conditions
- Insurance Requirements
- Non-Collusion Affidavit
- Disclosure Statement
- Affirmative Action Requirements, Questionnaire and Affidavit
- Iran/Russia/Belarus Disclosure
- Detailed Specifications
- Proposal Form

BIDS RECEIVED: Tuesday, August 8, 2023
10:00 a.m., Town Hall
1 Veterans Way
Colts Neck, NJ 07722

BY: John Antonides
Qualified Purchasing Agent

1 Veterans Way
Colts Neck, NJ 07722
Web: www.coltsneck.org



Ph: (732) 462-5470
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TDD-TYY: (732) 462-6090

July 19, 2023

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids will be received by the Township Clerk of Colts Neck Township at the Township Municipal Building, 1 Veterans Way, Colts Neck, New Jersey, Tuesday, August 8, 2023 at 10:00 a.m., prevailing time for **USE OF TOWNSHIP PROPERTY FOR AGRICULTURAL PURPOSES**. Specifications are available in the office of the Township Clerk of Colts Neck Township and may be examined during business hours at the Colts Neck Township Municipal Building, 1 Veterans Way, Colts Neck Township, New Jersey. Proposals must be enclosed in a sealed envelope addressed to the Township Clerk, Colts Neck Township marked "Agricultural Purposes" and must clearly set forth the contract price.

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-20.5 et.seq.

The Township Committee of Colts Neck Township reserves the right to waive any informalities in 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Bids may not be withdrawn within thirty (30) days after day of said opening.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>
Affirmative Action Requirements	_____
Iran/Russia/Belarus Disclosure	_____
Americans with Disabilities Act	_____
Non-Collusion Certificate	_____
Insurance Requirements	_____
Proposal Form (2 signed copies)	_____

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

**DETAILED SPECIFICATIONS
FARMING OF TOWNSHIP PROPERTY**

1. The Township is accepting bids for the farming of approximately 30 acres of Township property located on two separate parcels.
2. Parcel No. 1 is located at the corner of Laird Road and Route 34, known as Block 9, Lot 7. There are approximately 10 acres of farmable land at this location.
3. Parcel No. 2 is located along Five Point Road, adjacent to Colts Neck High School, known as Block 43, Lot 2.03. There are approximately 20 acres of farmable land at this site.
4. Farmers of these properties will be limited to annual crops only. No perennial crops, trees, shrubs or hay will be permitted.
5. The Township reserves the right to approve the crop prior to planting.
6. The Farmer must possess a valid New Jersey Pesticide Applicator's License. Any fertilizers or pesticides to be used must have the prior approval of the Township. No storage of fertilizer or pesticides overnight.
7. No "pick your own" or retail sales will be permitted at either location.
8. Portable sheds or temporary structures will not be permitted at either location.
9. No farm cannons or audible devices will be allowed at either location.
10. No varmint trapping or hunting will be allowed without the prior approval of the Township.
11. The Township reserves the right to establish other reasonable conditions pertaining to hours, noise, farm vehicles, buffers to adjacent properties and additional issues that may affect the health, safety and well being of Township residents at the sole discretion of the Township.
12. It is the intent of the Township to award a two (2) year bid for this purpose, expiring on December 31, 2024 with the Township's option to extend the contract for an additional one year(2025).
13. The minimum acceptable per acre bid shall be \$35.00 per acre.
14. Payment to the Township will be made in each of the two years awarded.

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, e-mail 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 Township's Qualified Purchasing Agent, as outlined in the Notice to Bidders and/or his authorized representatives.

III. 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.

IV. 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.

V. 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.

VI. FORM OF PROPOSAL

All bids must be submitted on forms available from the Municipal Clerk.

Bids must be enclosed in sealed envelopes, addressed to the Municipal Clerk, Township of Colts Neck, bearing on the outside the name and address of the bidder, and must be delivered at the place and time set forth 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.

VII. 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 the Township of Colts Neck 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. AWARD OF CONTRACT SHALL BE BY RESOLUTION OF THE TOWNSHIP COMMITTEE OF COLTS NECK TOWNSHIP.
3. 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.
4. 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.
5. 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.
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. THE BIDDER IS ADVISED THAT SUBLETTING OR SUBCONTRACTING OF THE ENTIRE CONTRACT WILL NOT BE PERMITTED.
12. ALL ERASURES, INTERPOLATIONS AND OTHER PHYSICAL CHANGES TO THE BID PROPOSAL FORM SHALL BE INITIALED BY AN APPROPRIATE OFFICIAL OF THE BIDDER.
13. **BIDS WILL BE ACCEPTED BY THE MUNICIPAL CLERK UNTIL 10:00 A.M., TUESDAY, AUGUST 8, 2023 AT THE COLTS NECK MUNICIPAL BUILDING, 1 VETERANS WAY, COLTS NECK, N.J. 07722.**
14. **BIDS SHALL BE IN A SEALED ENVELOPE, WHICH SHALL BE MARKED "SEALED BID FOR AGRICULTURAL PURPOSES".**
15. EACH SUCCESSFUL BIDDER MUST AGREE TO COMPLY WITH P.L. 1975c127 (AFFIRMATIVE ACTION), P.L. 1977c33 (NON-COLLUSION), AND P.L. 1977c33 (DISCLOSURE).

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.

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 TERM SHALL HAVE THE FOLLOWING MEANING:
 - 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.

5. 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

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

_____ LESS 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)
) ss
COUNTY OF)

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

DISCLOSURE STATEMENT
(P.L. 1977, CHAPTER 33)

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.

THIS FORM IS NOT NEEDED FOR A CORPORATION WHOSE STOCK IS TRADED ON THE NEW YORK OR AMERICAN STOCK EXCHANGES.

BID ITEM: _____

NAME OF CORPORATION
OR PARTNERSHIP _____

DATE OF BID: _____

<u>NAME</u>	<u>ADDRESS</u>	NUMBER OF STOCK OR % OF INTEREST IN <u>PARTNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(STATEMENT SUPPLEMENT PERMITTED IF NEEDED)

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 NOT TO SUBMIT 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)

DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4

PART 1

COMPLETE PART 1 BY CHECKING ONE OF THE TWO BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

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

CONTRACT AWARDS AND RENEWALS/CONTRACT AMENDMENTS AND EXTENSIONS

☐ **I certify**, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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.

(Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

☐ **I am unable to certify** as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. *I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

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

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name/Person/Entity

PROPOSAL/AGREEMENT

TO THE TOWNSHIP COMMITTEE
COLTS NECK TOWNSHIP, NEW JERSEY

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS CAREFULLY
EXAMINED THE ADVERTISEMENT AND BID DOCUMENTS AND THAT HE WILL
CONTRACT TO FURNISH AND DELIVER SUCH ITEMS AS SPECIFIED AND
DELINEATED.

**FOR THE USE OF TOWNSHIP PROPERTY FOR AGRICULTURAL
PURPOSES FOR THE GROWING SEASONS OF 2023 AND 2024 WITH THE
TOWNSHIP OPTION TO EXTEND THE CONTRACT FOR A THIRD YEAR(2025).**

PROPOSAL OF (Company Name):	
COMPANY ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
BIDDER SIGNATURE:	
BIDDER PRINT NAME:	

**BID AWARD SHALL BE BASED ON THE PRICE PER ACRE TIMES THE
ESTIMATED 30 ACRES TIMES TWO YEARS, THE HIGHEST.**

PROPOSAL: MINIMUM ACCEPTABLE BID IS \$35.00 PER ACRE

Price Per Acre \$_____ x 30 acres = \$_____ x 2 years = \$_____ TOTAL

**PLEASE BE SURE ALL REQUIRED DOCUMENTS ARE INCLUDED
IN YOUR RETURNED BID PACKAGE.**

**FAILURE TO SUBMIT DOCUMENTS WILL BE GROUNDS FOR
DISQUALIFICATION OF BID.**

ATTEST:

COLTS NECK TOWNSHIP

Trina Lindsey, RMC
Municipal Clerk
(Seal)

By: _____
Kathleen Capristo, Township Administrator

By: _____
Sue Fitzpatrick, Mayor

And

By: _____
(Company Name)

Secretary/Treasurer

By: _____
Signature of Principal(Corp Seal)

PROPOSAL/AGREEMENT

TO THE TOWNSHIP COMMITTEE
COLTS NECK TOWNSHIP, NEW JERSEY

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Trina Lindsey, RMC
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By: _____
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By: _____
Sue Fitzpatrick, Mayor

And

By: _____
(Company Name)

Secretary/Treasurer

By: _____
Signature of Principal(Corp Seal)