

MANALAPAN TOWNSHIP

MONMOUTH COUNTY

NEW JERSEY

REBID #22-03

**LEASING OF PARK SPACE FOR ICE CREAM
AND ITALIAN ICE VENDING**

TOWNSHIP OF MANALAPAN

SUSAN COHEN, MAYOR

MARY ANN MUSICH, DEPUTY MAYOR

TOWNSHIP COMMITTEE MEMBERS

**JACK MCNABOE
ERIC NELSON
BARRY JACOBSON**

**BUSINESS ADMINISTRATOR
TARA LOVRICH**

**TOWNSHIP CLERK
SHARI ROSE**

BIDDER: _____

ADDRESS: _____

TEL. NO. _____

REBID OPENING: THURSDAY, SEPTEMBER 22, 2022 AT 11:15 A.M.

NOTICE TO BIDDERS

SEALED REBIDS WILL BE RECEIVED BY THE PURCHASING AGENT / TOWNSHIP CLERK OF THE TOWNSHIP OF MANALAPAN AT 11:15 A.M. PREVAILING TIME ON THURSDAY, SEPTEMBER 22, 2022 IN ROOM 213 OF THE MUNICIPAL BUILDING, 120 ROUTE 522 & TAYLORS MILLS ROAD, MANALAPAN, NEW JERSEY, AFTER WHICH TIME THEY WILL BE PUBLICLY READ ALOUD FOR:

REBID #22-03
TOWNSHIP OF MANALAPAN
LEASING OF PARK SPACE FOR ICE CREAM
AND ITALIAN ICE VENDING

SPECIFICATIONS MAY BE OBTAINED AT THE OFFICE OF THE PURCHASING AGENT IN THE MUNICIPAL BUILDING UNTIL 48 HOURS PRIOR TO THE TIME SET FOR THE OPENING OF THE BID OR DOWNLOADED AT <http://www.mtnj.org/>.

BIDS MUST BE ON THE PROPOSAL SHEETS FURNISHED BY THE PURCHASING AGENT, ENCLOSED IN A SEALED ENVELOPE AND ADDRESSED TO THE OFFICE OF THE MUNICIPAL CLERK, TOWNSHIP OF MANALAPAN, 120 ROUTE 522 & TAYLORS MILLS ROAD, MANALAPAN, NEW JERSEY 07726.

SEALED ENVELOPE SHOULD INDICATE REBID
BEING ANSWERED AND NAME OF BIDDER

DURING THE PERFORMANCE OF THIS CONTRACT, ALL CONTRACTORS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A 10:5-31 ET. SEQ. and N.J.A.C. 17:27 (AFFIRMATIVE ACTION REQUIREMENTS) AS WELL AS P.L. 1977 CH 33 (PUBLIC DISCLOSURE STATEMENT), AND AMERICANS WITH DISABILITIES ACT.

THE CONTRACT SHALL BE AWARDED, OR ALL BIDS REJECTED, WITHIN 60 DAYS FROM THE RECEIPT OF BIDS OR WITHIN SUCH EXTENSION OF TIME AS PERMITTED BY LAW.

THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS, TO INCREASE OR DECREASE QUANTITIES TO BE PURCHASED, OR TO WAIVE ANY INFORMALITIES IN THE BIDS AND ACCOMPANYING DOCUMENTS RECEIVED.

To be advertised: Monday, September 12, 2022

Kaitlyn Safchinsky,
Purchasing Agent

CHECK LIST OF REQUIRED DOCUMENTS

The following items, as checked, must be submitted with your Bid Package for:

**REBID #22-03
TOWNSHIP OF MANALAPAN
LEASING OF PARK SPACE FOR ICE CREAM AND ITALIAN ICE VENDING**

(If there is NO check below, the item is NOT required)

Bid Proposal Form(s)	<u> X </u>
Bid Deposit (Bond, Cashier, Certified Check)	<u> </u>
Consent of Surety	<u> </u>
Corporate Disclosure Statement	<u> X </u>
Non-Collusion Affidavit	<u> X </u>
Affirmative Action Requirements	<u> X </u>
Bidder' s Qualification Sheet	<u> </u>
Subcontractor' s List	<u> </u>
Contractor' s Certification of Compliance (Prevailing Wage)	<u> </u>
Technical Specifications	<u> </u>
Brochures - literature describing item	<u> </u>
Experience Sheet	<u> </u>
List of Equipment	<u> </u>
Acknowledgment of Addenda and/or Revisions (if issued)	<u> X </u>
Disclosure of Investment Activities in Iran	<u> X </u>
Disclosure of Investment Activities in Russia or Belarus	<u> X </u>

The following items, as checked, shall be required after award of the contract:

Performance Bonds	<u> </u>
Certification of Insurance	<u> X </u>
Signed Contracts	<u> X </u>
Maintenance Bond	<u> </u>
State Public Works Contractor Registration	<u> </u>
Business Registration Certificate	<u> X </u>

SPECIFICATIONS FOR THE PROVISION OF ICE CREAM AND ITALIAN ICE CONSESSION WITHIN THE MANALAPAN RECREATION CENTER

1. The successful bidder will be permitted to sell ice cream and frozen Italian ice within the Manalapan Recreation Center. All vending must be done from mobile units. All mobile units will be bound to paved areas determined by the Superintendent of the Parks and Recreation or her designee. This contract does not extend beyond the boundaries of the Manalapan Recreation Center. Then mobile unit(s) shall circulate throughout the Manalapan Recreation Center to ensure that all fields and areas are serviced.
2. The successful bidder shall be licensed by the Manalapan Board of Health. The facilities and mobile units must be maintained and food prepared in a manner that warrants satisfactory rating from the Board of Health in accordance with the state regulations governing retail food establishments (NJAC 8:24).
3. The successful bidder is required to comply with all licensing requirements set forth in Chapter 169, 256 and all zoning and fire codes.
4. In accordance with Chapter 169, Section 169-2, the successful bidder **will be required** to obtain a separate license for every employee operating the vehicle and/or vending from the vehicle within the boundaries of the Manalapan Recreation Center.
5. The entire contract shall be awarded to one (1) Bidder only who offers the highest responsible base bid in compliance with all requirements of this bid.

THE MINIMUM BID FOR EACH OPERATING SEASON IS \$13,500.

If there is a tie bid, a closed envelope final bid submission will be scheduled by the Township. Only those bidders who submitted “tie bids” will participate in the closed envelope final bid submission.

6. Each bidder shall provide, with its bid, a written menu and suggested retail prices for the current calendar year. A menu with prices must be posted on all mobile units, and at all sites while in operation. Manalapan Parks and Recreation holds the right of approval on menu items and pricing.

The sale menu must include Ice Cream and Frozen Italian Ice. Ice Cream shall be defined as: Prepackaged cups or bars on or without a stick (including frozen yogurt and sherbet products) customarily sold from ice cream trucks, as well as soft serve ice cream. Italian Ice may be scooped into cups or prepackaged.

7. The Successful Bidder will be permitted to sell beverages, snacks and candy when the concession stands are not in operation. These additional items cannot be sold during the hours of the Summer Recreation program.
8. The contract between the Successful Bidder and Township of Manalapan shall be for the

2023 and 2024 operating Seasons only. The Contract may be extended to the 2025 and 2026 Operating Seasons at the sole discretion of the Township Committee of the Township of Manalapan.

9. The “Operating Season” shall be from April 1 through October 31.

The “Operating Season” does not include and the Successful Bidder will not have selling rights on such dates on which special events sponsored by Manalapan Township may occur including but not limited to the annual Memorial Weekend Soccer Tournament, the MBSA Labor Day Tournament and Manalapan Day.

10. If the Contract is extended to the 2025 and 2026 Operating Seasons, the Successful Bidder may sell prior to April 1 and after October 31 after obtaining written approval from the Township. Payment shall be 15% of gross revenue payable to Manalapan Township.

11. The Successful Bidder shall operate on a mandatory basis and shall be obligated to providing service as per the following schedule starting April 1 of the operating season:

Monday through Friday	5 p.m. to 9 p.m.
Saturday and Sunday	11 a.m. to 8 p.m.
Summer Recreation program	(see below)

Additional time periods may be added at the discretion of the Superintendent of Parks and Recreation.

The Successful Bidder must provide opportunity for the Summer Recreation participants to purchase during the camp day. Summer Recreation program normally operates from the last week of June to the second week of August, Monday through Friday (no program July 4 and 5). Exact time and location of service for program will be determined by Summer Recreation Coordinator and discussed with Successful Bidder.

The 2023 Summer Recreation operating dates will be provided to the Successful Bidder in early 2023.

If the contract is extended to the 2025 and 2026 operating seasons, the Successful Bidder will be provided with an exact Summer Recreation program calendar for these seasons.

12. It shall be the Successful Bidder’s responsibility to adhere to the schedule identified above, unless exempted due to a park closing. If the Vendor fails to appear a penalty of \$100.00 shall be assessed for each occurrence. Failure to comply with the above provision may be cause for termination of this contract.

13. The Successful Bidder must supply and utilize its own equipment. All necessary supplies, repairs and maintenance shall be the sole responsibility of the Successful Bidder.

14. The Successful Bidder shall comply with all rules and regulations promulgated by local,

county, state or federal authorities if applicable, including those associated with recycling and shall be responsible for all fees associated with those rules and regulations prior to April 1.

15. The Successful Bidder shall be required to furnish an insurance policy against any and all claims arising out of the operation of the vending installation or any act or omission of the Food vendor, agents, supplies and employees. Proof of Insurance must be provided with signed Contract.

Coverage shall include fire, bodily injury, property damage, product liability and extended coverage against any loss or damage from such risks to the property of lessor and affected third parties. **Manalapan Township, its employees and agents and Manalapan Township Parks and Recreation shall be named as an additional insured.** Proof of General Liability Insurance, Automobile Liability Insurance, Umbrella Liability and Worker's Compensation Insurance must be provided. Minimum limits:

Worker's Compensation

Coverage A - Limits Statutory

Coverage B - \$500,000 Each Accident

\$500,000 Policy Limit Disease

\$500,000 Each Employee

General Liability

\$1,000,000 Each Occurrence

\$1,000,000 Products Completed Operations

\$1,000,000 Personnel and Advertising Injury

\$ 50,000 Fire Damage

\$ 10,000 Medical Expense

Automobile Liability

\$1,000,000 Combined Single Limit Bodily Injury & Property Damage

16. **Payment Schedule:** Payment to the Township shall be made as follows:

- a. Fifteen percent (15%) of the 2023 season amount at the time of signing the contract.
- b. Fifteen percent (15%) of the 2023 season amount on or before May 1, 2023
- c. Fifteen percent (15%) of the 2023 season amount on or before June 1, 2023
- d. Fifteen percent (15%) of the 2023 season amount on or before July 1, 2023
- e. Fifteen percent (15%) of the 2023 season amount on or before August 1, 2023
- f. Fifteen percent (15%) of the 2023 season amount on or before September 1, 2023
- g. Ten percent (10%) of the 2023 season amount on or before October 1, 2023

*Account Payments Schedule for the 2024 season shall be as follows:

- a. Fifteen percent (15%) of the 2024 season on or about March 1, 2024
- b. Fifteen percent (15%) of the 2024 season amount on or before May 1, 2024
- c. Fifteen percent (15%) of the 2024 season amount on or before June 1, 2024
- d. Fifteen percent (15%) of the 2024 season amount on or before July 1, 2024

- e. Fifteen percent (15%) of the 2024 season amount on or before August 1, 2024
- f. Fifteen percent (15%) of the 2024 season amount on or before September 1, 2024
- g. Ten percent (10%) of the 2024 season amount on or before October 1, 2024

*If at the sole discretion of the Township Committee, the contract is extended to the 2025 season, payments for the 2025 season shall be as follows:

- a. Fifteen percent (15%) of the 2025 season on or about March 1, 2025
- b. Fifteen percent (15%) of the 2025 season amount on or before May 1, 2025
- c. Fifteen percent (15%) of the 2025 season amount on or before June 1, 2025
- d. Fifteen percent (15%) of the 2025 season amount on or before July 1, 2025
- e. Fifteen percent (15%) of the 2025 season amount on or before August 1, 2025
- f. Fifteen percent (15%) of the 2025 season amount on or before September 1, 2025
- g. Ten percent (10%) of the 2025 season amount on or before October 1, 2025

*If at the sole discretion of the Township Committee, the contract is extended to the 2026 season, payments for the 2026 season shall be as follows:

- a. Fifteen percent (15%) of the 2026 season on or about March 1, 2026
- b. Fifteen percent (15%) of the 2026 season amount on or before May 1, 2026
- c. Fifteen percent (15%) of the 2026 season amount on or before June 1, 2026
- d. Fifteen percent (15%) of the 2026 season amount on or before July 1, 2026
- e. Fifteen percent (15%) of the 2026 season amount on or before August 1, 2026
- f. Fifteen percent (15%) of the 2026 season amount on or before September 1, 2026
- g. Ten percent (10%) of the 2026 season amount on or before October 1, 2026

17. If payment is not received from the Successful Bidder within five (5) calendar days of the due date, the Successful Bidder shall be considered to be in default for non-payment and a twenty- five dollar (\$25.00) late charge shall be added. The Township shall provide notice of such default by sending a letter to the Successful Bidder. The Successful Bidder shall then have five (5) business days, after the date the letter has been sent, to pay all monies due, including all late fees. If the Successful Bidder fails to comply, the Township at its sole discretion may declare this contract null and void, and the Township may at its discretion seek services elsewhere and the Successful Bidder shall be excluded. This action will not relieve the Successful Bidder of its obligation to remit all past due amounts including late fees and the Township reserves its rights to pursue payment via all legal means available.

18. The Successful Bidder shall be entirely responsible for collection and removal from the Manalapan Recreation Center of any garbage or litter (including adhering to recycling regulations) generated and located within twenty-five (25) feet of the concession operation. Each mobile unit shall include a garbage receptacle for public use. In case of non-compliance of this article, the cost of cleaning the area plus twenty-five dollars (\$25.00) shall be charged to the Successful Bidder in the form of damages.

19. This Contract does not limit or prohibit the Township Parks and Recreation Department from permitting non-profit organizations, athletic leagues or other groups from selling food or

articles, as a fundraiser, on a short-term basis.

20. The Successful Bidder shall be required to provide a phone number that customers could call for concession attention to fields and courts within the Manalapan Recreation Center.
21. A copy of the executed contract shall remain with the Successful Bidder at all times for inspection by Township officials, if requested.

For further information regarding these specifications contact:

Jeff Papcun

Superintendent of Parks and Recreation

120 Route 522, Manalapan, NJ 07726

732-446-8355

**INVITATION TO BID
TOWNSHIP OF MANALAPAN – PROPOSAL FORM**

The bid amounts specified herein are for fixed price work which includes all prices for equipment, labor and material required to perform the work specified in this Invitation to Bid.

**REBID #22-03
TOWNSHIP OF MANALAPAN
LEASING OF PARK SPACE FOR ICE CREAM AND ITALIAN ICE VENDING**

We the undersigned propose to furnish and deliver the above item/service pursuant to the bid specification and made part hereof:

**OPERATING SEASON (BID MUST BE A MINIMUM OF \$13,500) – MONTHLY
REMITTANCE – 2023**

TOTAL \$ _____ Written Amount _____

**OPERATING SEASON (BID MUST BE A MINIMUM OF \$13,500) – MONTHLY
REMITTANCE – 2024**

TOTAL \$ _____ Written Amount _____

**OPERATING SEASON (BID MUST BE A MINIMUM OF \$13,500) – MONTHLY
REMITTANCE – 2025**

TOTAL \$ _____ Written Amount _____

**OPERATING SEASON (BID MUST BE A MINIMUM OF \$13,500) – MONTHLY
REMITTANCE – 2026**

TOTAL \$ _____ Written Amount _____

Company Name

Federal Identification Number

Address

Signature

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)
(Corporate Seal)

NON-COLLUSION AFFIDAVIT

I, _____ residing in _____

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

I am _____ of the firm of _____
title name of firm

the bidder making this Proposal for the bid proposal entitled _____ and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Manalapan relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies

maintained by _____

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Contractor and Manalapan Township do hereby agree that the provision of Title II 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 aid, benefit or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Township, 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 Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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 Township 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 Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

TOWNSHIP OF MANALAPAN

ACKNOWLEDGMENT OF REVISIONS OR ADDENDA

I _____, acknowledge receipt of the following addenda and or revisions. They are as follows:

	<u>Addendum Number</u>	<u>Date of Receipt</u>
1.)	_____	_____
2.)	_____	_____
3.)	_____	_____
4.)	_____	_____
5.)	_____	_____

Signature of Contractor

Print Name

Date

**TOWNSHIP OF MANALAPAN
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bidder: _____

PART 1:

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 (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), 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 State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the Township finds a person or entity to be in violation of law, s/he shall act 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: PROVIDE FURTHER INFORMATION ON ACTIVITIES IN IRAN

Provide a detailed, accurate and precise description of the activities of the vendor, or one of its parents, subsidiaries or affiliates, engaging in the investment activities outlined above:

Name: _____ Relationship to Bidder: _____

Describe Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder's Contact Name: _____ Contact Phone Number: _____

PART 3: 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 Township of Manalapan 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 to notify the 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, 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 Township of Manalapan and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Signature: _____

Full Name: _____

Title: _____

Date: _____



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. (Unipecc)
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

List Date: July 1, 2022

**TOWNSHIP OF MANALAPAN
DISCLOSURE OF INVESTMENT ACTIVITIES IN RUSSIA OR BELARUS**

Bidder: _____

PART 1:

Governor Phil Murphy signed legislation (S-1889/A-3090) that prohibits certain government dealings with businesses associated with Russia or Belarus, in response to Russia’s invasion of Ukraine. The signing of this bipartisan legislation follows Governor Murphy’s executive order requiring all state agencies to review their authority to suspend or revoke licenses, permits, registrations, and certifications of businesses that invest directly in companies owned or controlled by the Government of Russia, Belarus, or its instrumentalities.

“New Jersey cannot and will not stand idly by as a tin-pot dictator invades the free and independent nation of Ukraine,” said Governor Murphy. “We are sending a strong message today to Vladimir Putin and his cronies in Belarus that their actions will not be tolerated. I am proud to have worked with Senator Sarlo, Assemblyman Schaer, and the Legislature to make certain that our state plays its part in ensuring that the exodus of businesses leaving Russia and Belarus continues. Our Administration stands with President Zelenskyy and the people of Ukraine in their valiant effort to fight back against Russia’s illegitimate and brutal invasion.”

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

PLEASE CHECK THE APPROPRIATE BOX:

I certify, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates **does not invest directly in companies owned or controlled by the government of Russia, Belarus, or its instrumentalities.** 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 **does invest directly in companies owned or controlled by the government of Russia, Belarus, or its instrumentalities.** 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: PROVIDE FURTHER INFORMATION ON ACTIVITIES IN RUSSIA OR BELARUS

Provide a detailed, accurate and precise description of the activities of the vendor, or one of its parents, subsidiaries or affiliates, engaging in the investment activities outlined above:

Name: _____ Relationship to Bidder: _____

Describe Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder's Contact Name: _____ Contact Phone Number: _____

PART 3: 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 Township of Manalapan 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 to notify the 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, 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 Township of Manalapan and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Signature: _____

Full Name: _____

Title: _____

Date: _____

**BID SPECIFICATIONS
GENERAL CONDITIONS**

I. SUBMISSION OF BIDS

- A. The Township of Manalapan, Monmouth County New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders. Said Notice to Bidders is to be attached to and is considered as a part of these General Conditions.
- B. Sealed bids will be received by the designated representative of the Township at the time and place stated in the Notice to Bidders, and at such time and place will publicly be opened and read aloud.
- C. The bid proposal form(s) shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope:
 - 1) addressed to the Township of Manalapan
 - 2) bearing the name and address of the bidder written on the face of the envelope.
 - 3) clearly marked "BID" with the contract title and/or BID # being identified.
- D. It is the bidder's responsibility to see that the bid is presented to the Township on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in Section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alternation, 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 Township. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- G. 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.

- H. According to 40A:11-23, the municipality is prohibited from receiving bids on Mondays or any day directly following a State or Federal Holiday.

II. BID SECURITY / CONTRACT SECURITY

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

A. **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Township of Manalapan. 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 Manalapan. 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.

Failure to submit this shall be cause for rejection of the bid.

B. **CONSENT OF SURETY**

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

Failure to submit this shall be cause for rejection of the bid.

C. **PERFORMANCE BOND**

The successful bidder shall execute and deliver to the Township 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 Township in statutory form with such surety companies as sureties as shall be approved by the Township Committee and qualified and authorized to do business under the laws of the State of New Jersey

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.

Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

___D. LABOR AND 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.

Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

___E. 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

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 surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

___F. RETENTION OF PROPOSAL GUARANTEE: As an alternate performance guarantee, the proposal guarantee of the successful bidder shall be retained by the Township to assure the successful performance of the contract.

___ G. 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 Township.

**III. INTERPRETATION AND ADDENDA
BIDDERS RESPONSIBILITIES**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
- B. 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 Township official. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

- C. 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.
- D. **DISCREPANCIES IN BIDS**
1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.
- E. **SITE INVESTIGATION AND REPRESENTATION:** 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
- F. **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.

IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- A. 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 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.
- B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
- C. 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 Township harmless from any damages resulting from such infringement.
- D. 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.
- E. Wherever practical and economical to the Township, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- F. 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.

V. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

- 1. **Worker's Compensation and Employer's Liability Insurance**
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.
- 2. **General Liability Insurance**
This insurance shall have limits of not less than \$1,000,000 any one person and \$2,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in force during the life of the contract by the bidder.

3. 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.

B. CERTIFICATES OF THE REQUIRED 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 Township as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited in C 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.

C. INDEMNIFICATION

Successful bidder will indemnify and hold harmless the Township of Manalapan from all claims, suits or action and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, including attorneys 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.

VI. PREPARATION OF BIDS

A. The Township of Manalapan is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required

B Estimated Quantities (Open-end Contracts)

The Township of Manalapan 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.

C. 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.

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 Township 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 Township, he will bear all costs arising therefrom.

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:

A. 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.* and *N.J.A.C. 17:27*. Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Procurement, Professional and Service Contracts
 - i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter), or
 - ii. A photocopy of an approved Certificate of Employee Information Report approval issued in accordance with *N.J.A.C. 17:27-4*; or
 - iii. 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).

2. Construction Contracts

After notification of award, but prior to signing the contract the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided by the public agency by the Division for distribution to and completion by the contractor, in accordance with *N.J.A.C. 17:27-7*.

B. 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 Township harmless.

C. Prevailing Wage Act (When Applicable)

Pursuant to N.J.S.A 34:11-56.25 et seq., successful bidders on projects for public work construction, repair or alteration which exceed the statutory minimum value shall adhere to all requirements of the New Jersey Prevailing Wage Act. All workmen employed by the contractor or his subcontractors shall be paid not less than the prevailing wage rate for that particular craft. If any workmen employed by the contractor or his subcontractors have been paid less than required, then the Township may terminate the contractor's or subcontractor's right to proceed with the work. The contractor or his subcontractors and their sureties would be liable to the Township for any excess costs occasioned by this action.

Prevailing wage rates shall be posted by the contractor and subcontractors and the wage records for the contract shall be accessible to the Township and State officials at reasonable hours. All such records shall be retained for a minimum of two years.

The contractor and his subcontractors shall be required to submit a certified payroll record to the Township within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N. J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

Contractor and his subcontractors are required to provide certification as to the required wages due to any and all workmen for the contract prior to receipt of final payment and final payment will not be made until these wages have been paid or the Township is satisfied that the wages will be paid with the receipt of the final payment.

THE PREVAILING WAGE RATE AS DETERMINED BY THE NEW JERSEY DEPARTMENT OF LABOR AND INDUSTRY APPLICABLE TO THIS CONTRACT IS ON FILE IN THE OFFICE OF THE ADMINISTRATOR OR ENGINEER AND IS AVAILABLE FOR INSPECTION AT ALL REASONABLE HOURS.

D. CONTRACTOR'S REQUIREMENTS FOR REGISTRATION –

As stipulated by P.L.199,c.238, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L.1963, c.150 (C.34:11-56.26), unless the contractor/subcontractor is registered with the New Jersey Department of Labor.

E. 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.

F. The New Jersey Worker and 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.

G. Non-Collusion Affidavit

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

H. Safety and 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.

I. Other related statutes are:

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.

J. 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 through the receipt of the final payment.

K. Business Registration Certificate

P.L. 2004, c.57, all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof of that registration

to the contracting agency. The Business Registration Certificate shall be submitted anytime prior to award of bid.

- L. Pay to Play: N.J.S.A. 19:44A-20.27 establishes a disclosure requirement for business entities. It requires that when a business entity has received in any calendar year \$50,000 or more public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:
- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or
 - To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report, starting in January 2007, will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC can impose fines for failure to comply with this requirement. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

VIII. BID OPENING / ANALYSIS & AWARD

- A. **ACCEPTANCE OF BIDS:** The Township of Manalapan 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 Township. The Township of Manalapan also reserves the right to reject any or all bids. Any bid received after the time and date specified shall not be considered.
- B. **BID OPENING - BID REVIEW - BID DOCUMENTS:** 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 Manalapan, and will not be returned to the bidders.
- C. All supply/ service contracts shall be for 24 consecutive months unless otherwise noted in technical or supplemental specifications.
- D. The Township of Manalapan 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.
- E. 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.

- F The Township of Manalapan may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount and to award to multiple vendors if deemed in the best interest of the Township.
- G. CONTRACT AWARD: Should the Township 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 state documentation and bonds within 10 days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, the Township 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 Township 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 Township may be obliged to spend by reason for the default of the bidder.
- H. 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 Township.

IX. REJECTION OF BIDS

The Township of Manalapan reserves the right to reject any and all bids for any one or more of the following reasons.

- A. **Qualifications of Bidders:** The Township of Manalapan may make such investigation as it deems necessary to determine the ability of the bidder to perform the contract and the bidder shall furnish to the Township all such information and data for this purpose as may be requested. The right is reserved to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Township that such bidder is properly qualified to carry out the obligations of the contract.
- B. **Availability of Funds:** Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
- C. **Multiple Bids Not Allowed:** More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- D. **Unbalanced Bids:** In any bid which contains more than one item or unit price, the Township shall reserve the right to reject a bid where the unit prices are not balanced so as to reflect the actual cost of the work to be performed or the materials supplied.
- E. **Unsatisfactory Past Performance:** A Bid received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for

the Township in an unacceptable manner, may be rejected.

F. Failure to Enter Contract: Should the bidder, to whom the contract is awarded, fail to enter into a contract within 10 days, Sundays and holidays excepted, the Township may then, at its option, accept the bid of the next lowest responsible bidder.

G. Conditional bids will not be accepted.

X. CONTRACT ADMINISTRATION

A. 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.

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.

B. INSPECTION: The 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.

C. AUTHORITY TO WITHHOLD PAYMENT: The 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 Township from loss because of

1. Defective work, materials or equipment not corrected; improper work performed; disapproved substitution of material or equipment specified.
2. Claims filed or reasonable evidence indicating the probability of claims being filed.
3. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.
5. 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.

D. 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 required work

or equipment can be completed in stages and if previously agreed to by the Administrator. All payments shall be approved by the Township Committee at a regularly scheduled meeting. Vouchers shall be submitted at least 10 days prior to this meeting for inclusion upon the agenda. Only properly executed Township 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 Township as security for faithful performance and completion of work.

E. TIMELINESS

1. Commencement of Work: The Contractor shall commence work on the project upon notification of award of the contract by the Township. (Working days excludes Saturdays, Sundays and Designated Township Holidays)
2. Completion of Work: The Contractor shall complete all of the work required in these specifications within the standard time allowed with the commencing of work as required in Section I above.
3. Term of Contract - Liquidated Damages: The terms of this contract shall be completed within the time specified for completion of the work. The Township reserves the right to extend this term of the contract upon application by the contractor providing evidence of 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 Township the sum of one hundred 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 Township will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the Township will suffer by reason of such delay, and not as a penalty. The Township will deduct, and retain out of the monies which may become due hereunder, the amount of any such liquidated damages.

- F. 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 Township.

XI. TERMINATION OF CONTRACT

- A 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 Township 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 Township of any obligation for balances to the contractor of any sum or sums set forth in the contract.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Township 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 Township under this provision.
- D. In case of default by the successful bidder, the Township may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- E. The Township shall have the right to declare the Contract in default in any of the following eventualities:
 - 1. The Contractor becomes insolvent or a voluntary or involuntary petition in bankruptcy be filed by or against the Contractor.
 - 2. The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New Jersey.
 - 3. The Contractor fails to commence work when notified to do so by the Administrator or the Engineer.
 - 4. The Contractor shall abandon the work.
 - 5. The Contractor shall refuse to proceed with the work when and as directed by the Administrator or the Engineer.
 - 6. 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.
 - 7. The Contractor shall sublet, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified.
 - 8. A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
 - 9. The 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.
 - 10. The 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.
 - 11. 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.

Before the Township 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 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 Township, 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 Township 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 Township shall certify the expense incurred in such completion, which shall include the cost of reletting 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 Township 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 Township, 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 Township upon demand.

F. 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 Township reserves the right to cancel this contract.

G. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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 Township from seeking injunctive or declaratory relief in court at any time.

A. 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 Township, 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

B. Prior to litigation, the Township 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.

1. In no event shall a demand for mediation be made more than 30 days after the decision in dispute is rendered by the Township, 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.
2. Nothing herein shall be construed to prevent the Township and contractor from agreeing to an alternate dispute resolution procedure in lieu of or in addition to mediation

C. This Dispute resolution procedure shall not prevent the Township from 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.

XIII. 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, and fails to commence working within 3 calendar days after receiving Notice of Default from the Township, then the contractor is declared to be in default of the contract. In instances of the default of a contract, the Township of Manalapan 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 Township in completing the specified work.

XIV. MUNICIPAL MECHANICS LIEN LAW

The following provisions if indicated by an (x) shall be applicable to this bid and be made a part

of the bidding documents.

_____ The final payment due under the contract will be held for a period of sixty (60) days after the project's acceptance for purposes of the Municipal Mechanics Lien Law.

XV. CHALLENGE TO BID SPECIFICATIONS

Any objections to the within specifications must be submitted in writing to the Township Purchasing Agent via, registered, certified mail no later than three (3) days prior to the bid opening. Objections submitted outside of the prescribed manner will not be considered.