MANALAPAN TOWNSHIP

MONMOUTH COUNTY

NEW JERSEY

BID #26-07
SNOW REMOVAL EQUIPMENT AND OPERATORS

TOWNSHIP OF MANALAPAN

JACK MCNABOE, MAYOR

SUSAN COHEN, DEPUTY MAYOR

TOWNSHIP COMMITTEE MEMBERS
MARY ANN MUSICH
ERIC NELSON
ROBERT GREGOWICZ

BUSINESS ADMINISTRATOR
TARA LOVRICH

TOWNSHIP CLERK
SHARI ROSE

QUALIFIED PURCHASING AGENT
KAITLYN SAFCHINSKY

BIDDER:_____

ADDRESS:_____

_____

TEL. NO._____

EMAIL: _____

BID OPENING: FRIDAY, NOVEMBER 20, 2026 AT 11:00 A.M.

NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED BY THE PURCHASING AGENT / TOWNSHIP CLERK OF THE TOWNSHIP OF MANALAPAN AT 11:00A.M. PREVAILING TIME ON FRIDAY, NOVEMBER 20, 2026 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:

BID #26-07
TOWNSHIP OF MANALAPAN
SNOW REMOVAL EQUIPMENT AND OPERATORS

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 https://mtnj.org/departments/finance_department/bid-opportunities/

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 BID
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. CONTRACTOR SHALL BE REQUIRED TO ADHERE TO ALL REQUIREMENTS OF THE NEW JERSEY PREVAILING WAGE ACT PURSUANT TO N.J.S.A. 34:11-56.25 ET. SEQ.

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: Wednesday, November 4, 2026 Kaitlyn Safchinsky, Purchasing Agent

TABLE OF CONTENTS
INSTRUCTIONS TO BIDDERS

		Page Numbers
I.	Submission of Bids	4
II.	Bid Security/Contract Security	5
III.	Interpretation and Addenda	8
IV.	Brand Names, Patents and Standards of Quality	9
V.	Insurance and Indemnification	10
VI.	Preparation of Bids	11
VII.	Statutory and Other Requirements	11
VIII.	Bid Opening/Analysis & Award	16
IX.	Rejection of Bids	17
X.	Termination of Contract	18
XI.	Payment	21
XII.	Other Provisions	21
XIII.	Contract Administration	22
XIV.	Dispute Resolution	27
XV.	Default Provisions	28
XVI.	Municipal Mechanics Lien Law	28
XVII.	Challenge to Bid Specifications	29
XVIII.	Reporting to the Office of the State Comptroller	29
XIX.	Fuel Charges are to be Factored into Pricing for All Trips	29

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. More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.

G. <u>All prices and amounts must be written in ink</u> <u>or preferably</u> <u>typewritten.</u> 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.

H. 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.

I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

J. Pay-to-Play Disclosure - Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

K. Official Request for Bid packages are available from the owner's website at https://mtnj.org/ at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied documents.

L. According to N.J.S.A. 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.

__H. WORKMANSHIP GUARANTEE - CONTRACT RETENTION

The Contractor shall guarantee all equipment including all parts and labor for a period of 12 months from the date of acceptance of the work by the Township, and he shall make all needed repairs on the work as it progresses and during this guarantee period, except those due to ordinary wear and tear. The Contractor agrees that, during the said guarantee the Township may retain, out of monies payable to him under this agreement, the sum of__n/a____ percent of the amount of the contract; and that, should he fail to make the necessary repair at once after due notice from the Administrator or Engineer, the Township may expend the same or so much thereof as may be required to make the needed repairs; provided, however, that in case of emergency, where in the opinion of the Administrator or the Engineer it would cause serious loss or damage, the Township may make repairs without previous notice and at the expense of the Contractor.

In lieu of this cash retainage during the guarantee period after the work is completed and accepted by the Township, the Contract may provide a Maintenance Bond equal to ten (l0%) percent of the contract value in a form approved by the Township Attorney.

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

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.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

VII. STATUTORY AND OTHER REQUIREMENTS

The 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. New Jersey Anti-Discrimination

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

C. 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.

D. Statement of Ownership

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels

of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

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

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

E. PROOF OF BUSINESS REGISTRATION

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

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

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable

for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

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

F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

G. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

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

If the following provisions if indicated by an (X), they are mandatory requirements of the bid proposal and contract.

_X_ H. DOCUMENT CHECKLIST

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

_X_ I. NON-COLLUSION AFFIDAVIT

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

_X_ J. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.,). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know/

___ K. PREVAILING WAGE ACT

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 PURCHASING AGENT AND IS AVAILABLE FOR INSPECTION AT ALL REASONABLE HOURS.

___ L. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

Under the law a “contractor” is “a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et

seq.] It applies to contractors based in New Jersey or in another state.

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

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

_X_ M. EQUIPMENT CERTIFICATION

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

N. 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.

O. Other related statutes arc:

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.

P. Release of all liens

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

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.

H. The Township reserves the right to reject any bid which does not conform with the bid requirements.

X. 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. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

H. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

I. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

J. 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.

K. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a

shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

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

XI. PAYMENT

A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.

C. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the contract can be completed for the balance then unpaid.

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

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

XII. OTHER PROVISIONS

A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:

1. Not use or disclose protected health information other than as permitted or required by

law
2. Use appropriate safeguards to protect the confidentiality of the information
3. Report any use or disclosure not permitted

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

B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.
The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

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

D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

XIII. 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 an 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.

4. Provisions Concerning Changed Conditions in Construction Contracts (N.J.S.A. 40A:11-16.7)

N.J.S.A. 40A:11-16.7 provides that: "All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L.2017, c.317 (C.40A:11-16.7 et seq.) shall include the changed conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit."

A contract subject to this section shall include the following differing site conditions provisions:

1. If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

2. Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

3. If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

4. (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

   (b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

   (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

5. Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

6. As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed.

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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. REPORTING TO THE OFFICE OF THE STATE COMPTROLLER

Office of the NJ State Comptroller (OSC): N.J.S.A. 52:15C-10 requires contracts exceeding $2,500,000 but below $12,500,000 to be reported to the OSC within twenty (20) days after award, and that proposed contracts exceeding $12,500,000 must be approved by the OSC prior to awarding the contract. Contracts awarded under a national cooperative agreement are subject to these requirements. In addition, the OSC may audit or review contracts of any amount or type and may audit or review the records of the vendor as well.

N.J.A.C. 17:44-2.2 requires that bid specifications shall include the following language that requires contractors to maintain all documents related to the contract for five years from date of final payment and to make them available to the Comptroller's office upon request.

> 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.

XIX. FUEL CHARGES ARE TO BE FACTORED INTO PRICING FOR ALL TRIPS

BID SPECIFICATIONS FOR SNOW REMOVAL

SCOPE OF WORK

The Township of Manalapan is soliciting proposals for the furnishing of the following snow removal equipment with operators for each**:**

CONTRACTOR BID

Four-wheel drive pick-ups with minimum 8 foot angle plow.
Mason dumps with minimum 8 foot angle plow.
Single axle trucks with minimum 22,000 lbs. Mfr's G.V.W. with 9 foot or larger plow.
Tandem axle dumps trucks minimum 50,000 lbs. Mfr's G.V.W. with 10 foot or larger plow.
Four wheel drive front-end loaders, rubber tired with 2-3 yard bucket as needed.

FARM OPERATOR BID

Tractors 50-99 Horsepower with 9 foot or larger plow
Tractors 100 Horsepower or more with 9 foot or larger plow

INTENT

1. The Township reserves the right to inspect all equipment prior to the awarding of the bid.

2. The Township Committee of Manalapan Township reserves the right to reject any or all bids if it is in the best interest of the Township

3. It is the intent of the specifications to have Manalapan Township streets plowed **CURB TO CURB** per supplied, assigned routes in a timely and orderly fashion, with the proper snow plowing equipment and equipment operators, in order to allow vehicular travel on all streets within the Township, and in and out of the Township as quickly as it is possible after a snowfall.

4. Successful bidders will be required to assist Manalapan Township Department of Public Works in the plowing of snow from public streets within the Township.

5. Plowing and snow removal assignments will be coordinated by the Director of Public Works or his designated representatives. All operators shall be required to follow designated routes.

6. All rates will be fixed per hour, no premium or overtime rates may be charged.

7. Award of contract shall be on an "as needed" basis.

8. Contract rates shall be for the 2026/2027 winter season, i.e. December 1, 2026 to April 15, 2027.

9. A set-up fee will be paid to the contractor in December upon receipt of current vehicle list. The fee will be paid at $500 per vehicle, not to exceed $5,000.00.

10. Additional bids will be accepted for stand-by or part-time units, to be called upon on an as needed basis.

EQUIPMENT AND WORKMANSHIP

1. The contractor shall respond with equipment and operators any hour of any day upon receipt of one (1) hour notice. The Township reserves the right to request the contractor to supply any combination of equipment with operators as it deems necessary in accordance with this agreement.

2. Snow removal equipment must be completely equipped, including adequate lighting. All equipment must be in good working order.

3. The contractor shall be responsible for any property damage that may occur, including mailboxes.

4. All snow removal equipment shall be operated by licensed drivers during snow removal operations. Successful bidders will employ operators with the ability to communicate in the English language.

5. The Township reserves the right to discontinue use of equipment damaged or in need of repair, or equipment inadequate for intended purpose. All equipment must be in good working order.

6. It shall be the contractor's responsibility to assure safe and efficient operation of the equipment and manpower at all times. This shall include supervision of their performance as to fatigue, normal work and meal breaks, the length of service and the warrants for supplemental or alternating operators. Under no circumstances shall the contractor permit equipment or operators to work in an unsafe manner or condition. The contractor is responsible for all repairs and maintenance of equipment, fuel, meals of operators, etc. Payment shall not be made for lost time due to equipment repairs or failure.

7. The contractor shall comply with all Federal, State, County and Municipal laws. Particular attention is directed to R.S. Cum. Suppl. 10:2-1. (Discrimination in employment on Public Works), the provision of which shall be considered a part of this contract.

8. All equipment with operators shall report to the Public Works Department for their assignments. The report-in time shall be logged by the Director of Public Works or his designated representative, which shall serve as the billing start-up time. The Township

will not pay for equipment which breaks down, nor for time on breaks.

9. The Director of Public Works or his designee shall have the sole responsibility of declaring the end of the emergency and terminating the services. Any disruption of services shall be with the prior knowledge and approval of the Director of Public Works (or designee) for any reason.

10. The successful contractor shall deliver to the Township by December 1, a statement as to all other snow plowing obligations the contractor may have. This statement shall include the name and location of the client and the means of satisfying the obligation without conflict to this contract.

11. This bid proposal shall include the description of the equipment bid, signed and dated on the form so provided.

12. Please see page 49 for insurance requirements.

PROPOSAL AND SCHEDULE OF BIDS

Please note that this Contract is being awarded as a 12 month Contract for snow removal. Please complete the Proposal Forms that follow.

The amount of equipment to be awarded will be determined by the Township after bids are received.

SNOW REMOVAL AND ICE CONTROL OF BUS STOPS AND SIDEWALKS

The bid will be awarded based on an hourly rate that will include labor and equipment. The Township will provide the necessary salt to the contractor.

The intent of this bid is to have a contractor supply the necessary labor and equipment to remove snow and de-ice the bus shelters and sidewalks along Route 9.

The contractor shall provide a minimum of 4 ground employees and 1 4WD pickup with plow and 2 snow blowers.

The contractor shall supply a front end loader to assist their crew when necessary.

Locations to be cleared:

Route 9 North, Ryan Road, Smallwood Road, Taylors Mills Road, and Gordons Corner Road

Route 9 South, Towne Point, Taylors Mills Road, and Symmes Drive

All employees of contractor working on or near roadways must use proper safety equipment. Lighting for night operations should be used.

BASE BID **LOADER PRICE**

PROPOSAL – 2026/2027

Hourly Rate $**_____ **$_____

COMPANY: _____

SIGNATURE: _____

BASE BID

PROPOSAL FORM – 2026/2027

I (We) propose to make available the following equipment subject to the general specifications provided and made part of this proposal:

SNOW REMOVAL RATE - CONTRACTORS

A. Single Axle Trucks, 22,000 lbs. Minimum, with minimum 9 foot angle plow
Rate $_____ per hour (base hourly rate) _____
(Quantity Bid)

B. Mason Dumps, Pick Up Trucks, 4 Wheel Drive with minimum 8 foot power angle plow
Rate $ _____ per hour (base hourly rate) _____
(Quantity Bid)

C. Backhoe loader/small 4WD loader
Bucket _____
Plow _____
Rate $_____ per hour (base hourly rate) _____
(Quantity Bid)

D. Large 4 Wheel Drive front-end Loader Equipped With:
3/4 Yd. Bucket _____ or Plow _____
Rate $ _____ per hour (base hourly rate) _____
(Quantity Bid)

E. Tandem Axle Trucks 50,000 minimum, with minimum 10 foot angle plow
Rate $ _____ per hour (base hourly rate) _____
(Quantity Bid)

SNOW REMOVAL RATE – FARM TRACTORS ONLY

Tractors – 50-99 horsepower with 9 foot or larger plow
Rate $_____ per hour (base hourly rate) _____
(Quantity Bid)

Tractors – 100 horsepower or more with 9 foot or larger plow
Rate $ _____ per hour (base hourly rate) _____
(Quantity Bid

COMPANY: _____

SIGNATURE: _____

SUBMIT ONE FORM FOR EACH PIECE OF EQUIPMENT BEING PROVIDED
(Form may be duplicated)

CONTRACTOR'S DESCRIPTION OF EQUIPMENT BID

SNOW REMOVAL EQUIPMENT

Contracting Firm _____

Date _____

License Plate _____

Year _____

Make _____

Model _____

Body _____

Color_____

GVW _____

Number of Axles _____

SNOW PLOW

Make _____

Model _____

Year _____

Type of Plow: Straight _____ Tapered _____

Length of Cutting Edge _____ Plowing Width/Angle _____

Height of Plow _____

Special Features: Plow Angle _____ Other _____

SUBMIT ONE FORM FOR EACH PIECE OF EQUIPMENT BEING PROVIDED
(Form may be duplicated)

FARM CONTRACTOR'S DESCRIPTION OF EQUIPMENT BID

SNOW REMOVAL EQUIPMENT

Contracting Firm _____

Date _____

License Plate _____

Year _____

Make _____

Model _____

Body _____

Color _____

GVW _____

Number of Axles _____

SNOW PLOW

Make _____

Model _____

Year _____

Type of Plow: Straight _____ Tapered _____

Length of Cutting Edge _____ Plowing Width/Angle _____

Height of Plow _____

Special Features: Plow Angle _____ Other _____

TOWNSHIP OF MANALAPAN
BID DOCUMENT CHECKLIST

BID #26-07
TOWNSHIP OF MANALAPAN
SNOW REMOVAL EQUIPMENT AND OPERATORS

Checked by Township if Required	Submission Requirement	Bidder to initial each required entry and if required, submit the item
_X_	Statement of Ownership Disclosure	
_X_	Non-Collusion Affidavit	
_X_	Bid Proposal Form	
__	Bid Guarantee	
__	Consent of Surety	
_X_	Evidence of Affirmative Action Compliance*	
_X_	Proof of Business Registration (BRC)*	
_X_	W-9*	
_X_	Acknowledgement of Receipt of Revisions or Addenda	
_X_	Disclosure of Investment Activities in Iran	
_X_	Disclosure of Prohibited Activities in Russia or Belarus*	
_X_	Certification of Insurance*	
_X_	Contractor's Description of Equipment	
_X_	Farm Contractor's Description of Equipment	

Statutorily allowed to be provided with bid OR prior to execution of contract.

Full Name (Print):		Title:	
Signature		Date:	

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

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

Part IV Certification

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

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

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 to before me this day
_____, 202_

_____
print name of affiant

~

_____
Notary public of
My Commission expires

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. 17:27-1 et seq.

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. 17:27.1 et seq. 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. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____ TITLE: _____

DATE: _____

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 non discrimination 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.*

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 thereunto, 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 form 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 bee 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

SPECIFIC INSURANCE REQUIREMENTS – ATTACHMENT 1A

A. Insurance Requirements

1. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation (Section I) – Stationary	
Employer's Liability (Section II)	– $100,000 Each Accident
	– $100,000 – Policy Limit
	– $100,000 – Each Employee

2. Commercial General Liability

General Aggregate	$1,000,000.00
Products/Completed Operations Aggregate	$500,000.00
Personal Injury & Advertising Liability	$500,000.00
Fire Damage	$50,000.00
Medical Expense	$5,000.00

3. Commercial Automobile

Combined Single Limit (Bodily Injury Property Damage Liability)	$1,000,000.00

B. Certificates of the Required Insurance

Certificates listed above shall be submitted 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 acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name Manalapan Township as an additional insured. Proof of liability insurance must be provided unless higher limits of liability are specified in detailed specifications.

C. Indemnification

Successful bidder shall indemnify and hold harmless the Township, its employees, agents, servants, officers and officials from any and all claims, suits or actions and damages or costs of every name and description to which the Township may be subject or put by reason of injury to the person and property of another or property of the Township, resulting from purposeful or negligent acts or omissions on the part of the bidder, bidder's agents, servants or subcontractors and the delivery of the materials and supplies, or in the performance of work under this agreement. In addition to indemnification, the Township shall be entitles to reasonable attorney's fees and costs from the bidder should it be required to provide a defense because of the failure of the bidder or its insurance company to provide a defense.

**Certificate of Insurance should specifically cite snow removal operations as a covered risk.

TOWNSHIP OF MANALAPAN

ACKNOWLEDGMENT OF REVISIONS OR ADDENDA

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

Addendum Number	Date of Receipt
1.)	_____
2.)	_____
3.)	_____
4.)	_____
5.)	_____

☐ **Not applicable** (Check here if no revisions/addenda have been received)

_____
Signature of Contractor

_____
Print Name

_____
Date

TOWNSHIP OF MANALAPAN

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

MIKIE SHERRILL
Governor

DR. DALE G. CALDWELL
Lt. Governor

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

AARON BINDER
State Treasurer

AMY F. DAVIS, ESQ.
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 National Offshore Oil Corporation (CNOOC)
10. China National Petroleum Corporation (CNPC)
11. China National United Oil Corporation (ChinaOil)
12. China Oilfield Services Limited
13. China Petroleum & Chemical Corporation (Sinopec)
14. China Precision Machinery Import-Export Corp. (CPMIEC)
15. Indian Oil Corporation
16. Kingdream PLC
17. Naftiran Intertrade Company (NICO)
18. National Iranian Tanker Company (NITC)
19. Oil and Natural Gas Corporation (ONGC)
20. Oil India Limited
21. Persia International Bank
22. Petroleos de Venezuela (PDVSA Petróleo, SA)
23. PetroChina Company, Ltd.
24. Sameh Afzar Tajak Co. (SATCO)
25. Sinohydro Co., Ltd.
26. SK Energy Co. Ltd.
27. SKS Ventures
28. Som Petrol AS
29. Zhuhai Zhenrong Company

List Date: July 1, 2026

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).