

TOWNSHIP OF MONTGOMERY



Somerset County

New Jersey

MUNICIPAL COMPLEX PARKING LOT SNOW PLOWING & SIDEWALK CLEARING

**BID PACKAGE
#02-2024**

Bid Opening Date – February 06, 2024

Time – 10:00 AM

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TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Purchasing Agent of the Township of Montgomery on February 06, 2024 at 10:00 am local prevailing time in the Meeting Room at the Municipal Building, 100 Community Drive, Skillman NJ 08558, at which time and place bids will be opened and read in public for:

MUNICIPAL COMPLEX PARKING LOT SNOW PLOWING & SIDEWALK CLEARING

PROJECT DESCRIPTION

The Township is accepting bids for snow plowing of the Municipal Complex and clearing of snow from the complex sidewalk areas.

Specifications and other bid information may be reviewed and obtained at the Purchasing Department during regular business hours 8:00 am to 4:30 pm. Any notices of addendums or cancellation and postponements may be found at www.Montgomerynj.gov under current bidding opportunities. Questions shall be submitted in writing to avillano@montgomerynj.gov.

Bid documents are available electronically in PDF format only. Please contact the **Purchasing Department** during regular business hours 8:00 am to 4:30 pm by email. The prospective bidder shall provide an email address which permits delivery certification and the requester **shall confirm receipt of the bid documents in writing**. Submit electronic bid document requests and written questions to: sweidenfeller@montgomerynj.gov

Please be advised that all potential bidders shall contact the Montgomery Township Purchasing Department to provide the necessary bidder contact information. This contact information is necessary to ensure that any prospective bidder will be notified of any addenda, amendments, cancellations, postponements, and/or clarifications to the Contract Documents in accordance with N.J.S.A 40A:11-23c. The Township of Montgomery will not be responsible for any prospective bidder not receiving the correct or updated information if they do not provide their contact information. The Township will not be responsible for any claims, damages, loss, expense, damage, or otherwise arise from obtaining information or documents from entities other than Montgomery Township.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

The successful bidder shall be required to provide certification that they are not engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c.3.

Bids must be received in a **sealed envelope that is labelled as follows:**

Return Address: Bidder Name
Bidder Address
Delivery Address: Purchasing Agent: Michael W. Pitts Jr.
100 Community Drive, Skillman, NJ 08558
Bid # B02-2024
Bid Title: Municipal Complex Parking Lot Snow Plowing & Sidewalk Clearing

Any proposal received not complying with these requirements SHALL not be opened and returned to sender marked “Unresponsive”.

Proposals shall be submitted in sealed envelopes that include the following:

- One (1) copy on the proposal forms contained in the bid package
- One (1) copy scanned as a PDF file, submitted with bid package on a CD or USB media device.

Michael Pitts, Purchasing Agent
Township of Montgomery

TOWNSHIP OF MONTGOMERY
TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

PROCUREMENT & SERVICE CONTRACTS

INSTRUCTIONS TO BIDDERS

(To be signed by Bidder)

1. **PROPOSAL**

- A. Bid forms are provided herewith.
- B. The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign same in ink. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Bids containing any exceptions, conditions, omissions, unexplained erasures or alterations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejection by the Township. These Instructions to Bidders should be duly signed by the bidder where indicated.
- C. The bid shall be submitted with the following or the bid will be rejected:
 - (1) Affirmative Action Statement pursuant to N.J.S.A. 10:5-31 and N.J.A.C. 17:27
 - (2) Required Document Checklist
 - (3) Bid Proposal Form, with acknowledgment of addenda
 - (4) Non-Collusion Affidavit
 - (5) Ownership disclosure statement executed in the form included herein, pursuant to N.J.S.A. 52:25-24.2 (Chapter 33 of the Public Laws of 1977) (includes all forms of ownership)
 - (6) A certification on the form included herein, regarding investment activities in Iran and pursuant to P.L. 2012, c.25
 - (7) Site Inspection Affidavit
 - (8) Consent of Surety

Failure to provide the following item(s) **MAY** result in your bid being disqualified or a request for clarification issued. Submission of these item(s) is **REQUESTED** with this bid package.

- (9) Business Registration Certificate pursuant to Chapter 57 of the Public Laws of 2004
- (10) Taxpayer Identification (W-9)
- (11) Performance Payment Bond (completed after award of contract)
- (12) Public Works Contractor Certificate (if applicable)

Documents will be referred to the Township Attorney and appropriate staff for review and approval as to conformity with these instructions and with New Jersey law.

- D. Conditional bids shall not be accepted. Bids which are obviously unbalanced may be rejected.
- E. The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State. In the case of a corporation, the name and address of the corporation's registered agent shall be included at the end of these Instructions.
- F. Prices must be submitted in words and in figures. In the case of a variance, the price in words shall prevail. Furthermore, should there be an error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern. The Township reserves the right to make all corrections based upon the foregoing, and comparison of all bids will be based thereon.

G. Bid Receipt and Opening:

Time: 10:00 a.m.

Date: February 06, 2024

Place: Meeting Room - Montgomery Township Municipal Building
100 Community Drive
Skillman, New Jersey 08558

- (1) Bids must be submitted at the date and hour for the opening of bids. The Township assumes no responsibility for loss or non-delivery of any bids sent or delivered to it prior to the bid opening.

- (2) Bids must be enclosed in a sealed opaque envelope with the name of the bidder and the name of the project marked on the outside as follows:

To: Purchasing Agent Michael W. Pitts Jr.
Township of Montgomery
100 Community Drive
Skillman, NJ 08558

Proposal for: B02-2024 Municipal Complex Parking Lot Snow Plowing & Sidewalk Clearing

Submitted by: _____
(Name of Bidder)

- (3) At the time fixed, bids will be opened and read publicly.

H. Bid Withdrawal

- (1) Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening.
- (2) Except to the extent authorized by law, no right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for 60 days thereafter.

I. ***NOT APPLICABLE TO THIS CONTRACT*** - The proposal guarantees of all bidders, except the three (3) apparent lowest responsible bidders, will be returned within ten (10) days after the opening of bids, Sundays and holidays excepted. The proposal guarantee of the remaining unsuccessful bidders will be returned within three (3) days, Sundays and holidays excepted, after award and signing of a contract and approval of the Contractor's performance bond (if required).

J. ***NOT APPLICABLE TO THIS CONTRACT*** - The proposal guarantee of the successful bidder shall be forfeited as damages if said bidder fails to execute the contract and furnish any required bonds in the form specified herein within ten (10) days after notification of the award of the contract to said bidder. In addition, the Township may elect to recover from the successful bidder damages caused to the Township by such failure.

K. Any bidder submitting a bid shall also submit an original certificate from a surety company (consent of surety) from a New Jersey licensed surety, listed in U.S. Department of Treasury Circular 570, stating that it will provide the bidder with a performance bond in the full amount of the bid, which amount shall be specified in said certificate. The performance bond which is the subject of the certificate shall be for the faithful performance of all provisions of the specifications or for all matters which may be contained in the notice to bidders and instructions to bidders, relating to the performance of the contract or agreement, and, if required in the specifications, a maintenance guarantee, or in such other form as may be provided in the specifications. The consent of surety shall be in the required form. Bonds shall be accompanied by a Surety Disclosure Statement and Certification, as required by law.

- L. All bidders shall be required to comply with N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27-1.1 et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the "Affirmative Action/Employment Goal Compliance Attachment" appended to these Instructions, with the requirements of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq. and with all applicable federal and state occupational safety and health legislation and regulations.
- M. The Township reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and a bidder shall furnish to the Township all such information and data for this purpose as the Township may request. The Township reserves the right to reject any and all bids if the 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 and to complete the work contemplated therein.

2. AWARD OF CONTRACT

- A. The Township intends to award the contract to the lowest responsible bidder whose bid complies with the specifications, provided that in the judgment of the Township, it is reasonable, within available funds and in the interest of the Township. Nonetheless, the Township reserves the right to reject any and all bids and to waive any immaterial defect or informality in any bid, where it is deemed to be in the interest of the Township to do so, to the extent permitted or required by law. The award will be made or bids will be rejected within sixty (60) days after the opening of bids, as provided by law.
- B. The Township reserves the right to award the contract for the base bid only or the base bid and alternates (if any alternates are stated in the specifications and bid proposal form) in priority ranked order, as set forth in the bid proposal form and/or specifications.
- C. The successful bidder shall be notified by a Notice of Award sent by the Township. Within ten days after receipt of said Notice, the successful bidder shall execute and deliver to the Township the Contract, Bonds (if required), evidence of insurance and any other documents required in these Instructions or the specifications, unless a shorter period of time is required in the Contract Documents for compliance. Failure to do so shall result in forfeiture of the security previously deposited with the bid. In addition, the Township may elect to recover from the successful bidder damages caused to it by such failure.

3. QUANTITIES

Unless otherwise indicated, the quantities listed in the specifications or on the bid proposal form are approximate only and are for the purpose of canvassing for bids. The Township does not guarantee to purchase any definite quantities; however, it intends to purchase all of the Township's requirements for the specified items during the term of the contract.

The quantities purchased by the Township are limited to the amount of monies budgeted and appropriated for the same under New Jersey Statutes. Payment to the contractor will be made only for the actual quantities of items furnished in accordance with the contract and it is understood that

the estimate of quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.

4. MANUFACTURE, BRAND NAMES

- A. Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract, pursuant to N.J.S.A. 40A:11-18.
- B. The name of any manufacturer, trade name, or manufacturer or vendor model number or catalogue number mentioned in the specifications is for the purpose of designating a standard of quality and type and for no other. Even though a particular manufacturer's name or brand is mentioned, bids will be considered on other brands or on the product of other manufacturers which may be comparable and equivalent in quality, and suitable to the Township's needs. When the responding bid may differ from the requirements set forth in the specifications, the bidder shall indicate clearly the product on which he is bidding; shall describe each variation in detail, referring to the paragraph and specifications to which the variation will apply; and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer mentioned in the specifications. Catalogue cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.

5. INSPECTION

All materials, equipment, supplies and/or services delivered to or performed for the Township shall be subject to final inspection and/or testing by the Township or by other testing laboratories as the Township may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the Township may reject all or any part of the materials, supplies or services to be provided under this contract.

6. ABANDONMENT, DELAY AND LATE DELIVERY

- A. If the work to be done under this contract shall be abandoned by the contractor or if at any time the Township Administrator shall certify in writing to the Township Committee that the performance of the contract is unnecessarily or unreasonably delayed, or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or is performing unsatisfactorily, or not in accordance with the terms hereof, the Township may annul the contract or any part thereof by a written notice served upon the contractor, and the Township may thereupon have the power to contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the contractor.
- B. The cost and expense so charged shall be deducted from and paid by the Township out of such monies as may be due or become due to the contractor under and by virtue of the contract. In case such expense shall exceed the amount which would have been completed by the contractor, he or his surety shall pay the amount of such excess to the Township.

- C. In the event of late delivery or other failure of the bidder to conform to the requirements of the specifications, liquidated damages may be assessed as set forth in the specifications and the Contract Documents.

7. INDEMNITY AND HOLD HARMLESS

By submitting a bid, a bidder agrees that, if he is the successful bidder, he will indemnify, defend and hold the Township of Montgomery harmless from and against all liability and expenses, as more specifically set forth in Paragraph 4 the Agreement.

9. INSURANCE

The successful bidder will be required to maintain, during the life of the Contract, commercial liability insurance, which shall name the Township of Montgomery, and each of its employees, officers, agents, servants, and consultants, as additional insured on all policies except for Workers' Compensation coverage, and shall be clearly shown as such in the Certificate(s) of Insurance required below. All required insurance policies shall be primary as to any other insurance in effect as to the Township. In accordance with the following limits and minimum requirements, the successful bidder shall purchase and maintain insurance with companies that are, in the judgment of the Township, financially capable of providing the requisite insurance:

- A. Workmen's Compensation and Employer's Liability Insurance covering all of the Contractor's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State and shall have an Employers' Liability Insurance limit of not less than: bodily injury by accident \$1,000,000; bodily injury by disease \$1,000,000 each employee; and bodily injury by disease \$1,000,000 policy limit.
- B. Commercial General Liability Insurance Including Contractor's Liability, Completed Operations, and Contractual Liability Insurance with a minimum combined single limit of \$1,000,000 for bodily injury and/or property damage per accident per occurrence. Coverage for explosion, collapse, and underground (XCU) hazards shall also be included. All liability coverage shall be on an occurrence basis.
- C. Comprehensive Automobile Liability Insurance, covering Contractor for claims arising from all owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000 for bodily injury and/or property damage each accident.
- D. Contractual Liability Insurance must be included in the General Liability Insurance described above specifically insuring the Indemnification Clause specified in the Agreement.
- E. Certificates of Insurance; Notice Requirements.
 - (i) Certificate(s) of insurance evidencing the coverage required above must be filed with the Township prior to the commencement of the Contract, and shall be updated as necessary to ensure proof of compliance. The insurance certificate is subject to review and approval of the Township Attorney.

- (ii) The Township shall be given at least thirty (30) days' prior written notice of any intention not to renew any of the insurance required herein or of any intention to cancel or materially change such coverage, or any reduction in such insurance coverage. All certificates must provide for thirty (30) days' prior written notice to the Township of policy cancellation or material change. The certificate may provide for ten (10) days' prior written notice to the Township if the reason is non-payment of premium.

F. Subcontractors' Insurance. The successful bidder shall cause its subcontractors providing goods and services under this Contract to obtain and maintain insurance policies to protect the Township, and each of its employees, officers, agents, servants, and consultants, in accordance with the above requirements.

10. BUSINESS REGISTRATION AND SALES AND USE TAX

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires the successful bidder to provide the Township with the business registration of the successful bidder and that of any named subcontractor prior to the time a contract is awarded. In addition:

- A. A subcontractor named in the bid shall provide a copy of its business registration to the bidder who shall provide it to the Township as required above. No contract with a subcontractor shall be entered into by any contractor under any contract with the Township unless the subcontractor first provides the successful bidder with proof of a valid business registration.
- B. The Township will retain the proof of business registration in an alphabetical file.
- C. The successful bidder shall maintain and submit to the Township a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Contract.

For the term of this Contract, the successful bidder and each of its 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," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the successful bidder subcontracts any of its work, said bidder shall include within its subcontracts the requirement that, for the term of this Contract, the subcontractor and each of its 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," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

11. POLITICAL CONTRIBUTIONS – ANNUAL DISCLOSURE RESPONSIBILITIES

The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

12. AMERICANS WITH DISABILITIES ACT OF 1990

The Contractor and the Township do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. §12101 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 hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon, practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the 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 the Agreement or otherwise at law.

13. CONTRACT DOCUMENTS

The Contract Documents, also referred to simply as the "contract," shall consist of the Notice to Bidders, the bid proposal form and all other bid forms, these Instructions to Bidders, the specifications, and such affidavits, documents and/or certifications as may be required in the specifications, along with all addenda issued prior to execution of a contract, and the formal Agreement itself.

In the event that any clarification or modification of the Contract Documents is determined to be necessary by the Township, an addendum to the specifications will be issued in accordance with the requirements of the New Jersey Local Public Contracts Law. Verbal interpretations of the specifications will not be given by the Township; in the event any such interpretations are given, they shall be considered invalid.

14. MISINTERPRETATION OF CONTRACT DOCUMENTS

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the Contract Documents on his part or because of any failure to fully acquaint himself with any condition or provision of the Contract Documents.

15. SUBCONTRACTORS

The successful bidder shall be an independent contractor, and shall be as fully responsible to the Township for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. There shall be no contractual relationship between any subcontractor and the Township.

Bidder: _____

Signature: _____

Name Printed: _____

Title: _____

Date: _____

Corporate Registered Agent (if applicable)

Name: _____

Address: _____

TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

REQUIRED DOCUMENT CHECKLIST
(To accompany Bid Proposal)

In accordance with Paragraph 1C of the Instructions to Bidders, the following mandatory items must be submitted WITH THE BID, along with this checklist, or the bid will be rejected. REFER TO THE INSTRUCTIONS TO BIDDERS FOR DETAILS.

Bidder must initial each line to confirm inclusion of the required document(s).

1. _____ Required Document Checklist
2. _____ Affirmative Action Statement
3. _____ Non-Collusion Affidavit
4. _____ Ownership Disclosure Statement
5. _____ Certification of Investment Activities in Iran
6. _____ Site Inspection Affidavit
7. _____ Consent of Surety
8. _____ Bid Proposal Form, with acknowledgment of addenda (if applicable)

Failure to provide the following item(s), **MAY** result in your bid being disqualified, or a request for clarification issued. Submission of these item(s) is **REQUESTED** with this bid package:

9. _____ Bidder's Business Registration Certificate
10. _____ Taxpayers Identification (W-9)
11. _____ Performance Payment Bond (required after award of bid)

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, each vendor (also referred to herein as “contractor”) shall submit to the Township (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Township, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Township, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. 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.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. 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 and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract

hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Township, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Township, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Township of any prior violation of this section of the contract.

TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

NON-COLLUSION AFFIDAVIT
(To accompany Bid Proposal)

STATE OF

ss:

COUNTY OF

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

I am _____ of the firm of _____ (Title), the
bidder making the proposal for the above named Contract, and that I executed the said proposal with full
authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate
in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with
the above named Contract; 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 Montgomery relied 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.

Contractor

(Type or print name of affiant under signature)

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

Notary Public of _____

My Commission expires:

TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

DISCLOSURE OF OWNERSHIP

**Contractor's Statement of Experience and Financial Condition Disclosure of Ownership N.J.S.A.
52:25-24.2**

Failure to submit the required information is cause for automatic rejection.

Check One

- ☐ I certify that the list below contains the names and addresses of all owners who own an interest of 10% or more in the Applicant.
- ☐ I certify that no one owner owns an interest of 10% or more in the Applicant.

LEGAL NAME OF APPLICANT: _____

Check which business entity applies:

- | | | |
|--|---|--|
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Corporation (for-profit) | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Corporation(non-profit) | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Other _____ | |

Complete if the Applicant is a for-profit or non-profit corporation:

Date Incorporated: _____ Where Incorporated: _____
Tax ID Number: _____ Date Business Formed: _____

Has there been any change in control of the company within the past two years? (If yes, explain on separate signed page.) ☐ Yes ☐ No

Is the company or its owners connected with other companies as a subsidiary, parent, holding or affiliate ☐ Yes ☐ No

If yes, please list the names of said companies and the relationship with the Applicant:

Business Address:

Street Address

City

State

Zip

Telephone #

Fax#

Email

Business Registration Certificate

☐ Yes

☐ No

Affirmative Action Certificate (AA302)

☐ Yes

☐ No

Minority or Women Owned Business

☐ Yes

☐ No

Insurance Certificate showing current Liability Limits and
Workers Comp

☐ Yes

☐ No

Has the firm and/or its executive officers and/or owners ever
been licensed in New Jersey under a different name or different
license number?

☐ Yes

☐ No

If yes, list all name(s) and license number(s), attach additional sheets if necessary:

Listed below are the names and addresses of all owners who own an interest of 10% or more in the Applicant. Disclosure shall be continued until the names and addresses of every owner exceeding the 10% ownership criteria established in N.J.S.A. 52:25-24.2 has been listed. (Not to be completed by non-profit corporations.)

Name

Address

Shared (%) Owned

Name

Address

Shared (%) Owned

CONTINUED ON ADDITIONAL SHEET (IF NECESSARY): YES ☐ NO ☐

Corporate Officers, Partners, Proprietor, Owners, Supervisors: not listed above who have decision making capability, not necessarily those who own more than 10% who will be in charge of project being bid.

| Name | Position | Years w/Firm | % of Ownership |
|------|----------|-----------------|----------------|
| | | | |
| | | | |
| | | | |

I/We hereby allow Township of Montgomery to contact the government agencies enclosed to discuss my work performed under another agencies contract.

Signed: _____
Name/Title: _____
Date: _____

| | | |
|-------------------------|----------------------|-------|
| _____ | _____ | |
| Company / Bidder’s Name | Authorized Signature | |
| _____ | _____ | |
| Date | Name (print) | Title |

Township Use Only:
Verified by: _____ on _____
License Clear: ☐ Yes ☐ No

DISCLOSURE OF INVESTMENTS ACTIVITIES IN IRAN

BIDDER NAME: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX

Pursuant to Public Law 2021, c. 4, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

☐

I certify, pursuant to Public Law 2021, c. 4, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2021, c. 4 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

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

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Montgomery is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Montgomery to notify the Township of Montgomery 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 Montgomery and that the Township of Montgomery at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

_____ Title:

Signature: _____

Date: _____

TOWNSHIP OF MONTGOMERY
100 COMMUNITY DRIVE
SKILLMAN, NEW JERSEY 08558

PROCUREMENT/SERVICE AGREEMENT FOR:

Municipal Complex Snow Plowing & Sidewalk Clearing

This Agreement is made this _____ day of _____, 2024 by and between

THE TOWNSHIP OF MONTGOMERY, a municipal corporation of the
State of New Jersey with offices at 100 COMMUNITY DRIVE,
SKILLMAN, NEW JERSEY 08558 ("Township"),

and

("Contractor").

In connection with the Contractor's bid proposal dated _____, 2024 and the Township's notice
of award of same dated _____, 2024, Township and Contractor hereby agree as follows:

1. Scope of Work.

The Contractor hereby agrees to furnish the goods and/or services specified in the Contract Documents in accordance with the terms of Contractor's bid proposal, a copy of which is attached hereto and made a part hereof.

2. Time of Completion.

- A. The work to be performed under this Contract shall be commenced and completed as set forth in the Notice to Bidders, the Notice of Award, the specifications or similar authorization provided by the Township.
- B. Failure to complete the work within the time periods set forth in the specifications and Contract Documents generally, shall entitle the Township to liquidated damages in the amount of \$100 per day for each and every day that services are not rendered in the required time frame.
- C. It is also agreed that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Township arising out of or by reason of performance or non-performance of the Contractor's obligations under this Contract.

3. Contract Sum.

Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to the Township's requirements, is not to exceed _____ Dollars (\$_____).

4. Indemnification.

The Contractor shall hold harmless, indemnify and defend the Township, and each of its officers, employees, agents, servants and consultants from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses (including but not limited to attorney's fees) directly or indirectly arising out of, relating to, or in connection with the performance or nonperformance of the work required by the Contract Documents, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor or its officers, agents, servants or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent. The Contractor shall furnish evidence to the Township that with respect to performing the work in the Contract Documents, it carries said Contractual Liability Insurance in the amounts specified in the Instructions to Bidders. The Contractor's indemnification obligations shall not be limited by the amounts of insurance required to be carried by the Contractor under this Contract.

5. Payment to Contractor.

In consideration of the Contractor's agreements set forth herein, the Township hereby agrees to pay the Contractor for the work, when completed in accordance with the specifications at the unit prices or lump sum prices bid for the respective items, the said payments to be made in accordance with the provisions contained in specifications. The voucher will be certified correct by the department head who received the goods or services.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work.

6. Contract Documents.

The Contract Documents as defined in the Instructions to Bidders are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations.

The Contractor specifically agrees to comply with the affirmative action requirements set forth in the Instructions to Bidders, which requirements are incorporated herein and made a part hereof by reference.

8. Contract Period

The anticipated contract period is one (1) year.

This contract is expressly subject to funding a prorated amount of the consideration therefore sufficient to meet the contracting unit's needs during the calendar years 2024 and a portion of 2025 and sufficient funds are duly appropriated therefore in the annual municipal budget duly adopted for 2024. In the event that adequate funds to pay the anticipated consideration for 2025 are not amply provided and appropriated in the municipal budget, then the within contract shall be deemed terminated without any further rights or liabilities accruing to either party.

Should the work to be performed under this contract be suspended, interrupted or entirely prevented for any reason whatsoever as a result of any judicial determination, no claim for damages of any character shall arise in favor of the Contractor or against the Borough.

9. Assignment.

This Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the Township.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

TOWNSHIP OF MONTGOMERY

_____ By: _____

ATTEST OR WITNESS:

CONTRACTOR

_____ By: _____

SITE INSPECTION AFFIDAVIT

I, _____, on behalf of the bidder, _____,

do hereby declare that, I or my duly authorized representative, did adequately inspect the project site for the purpose of being fully informed as to the location and condition of the Montgomery Township Complex parking lot and Complex Sidewalks to be cleared.

I inspected the work sites on the ____ day of _____, _____, and I hereby

acknowledge that I have satisfied myself with regard to the conditions of the site and the nature and extent of the work to be performed under this contract.

By _____

(Print name)

(Bidding Firm)

Subscribed and sworn to
before me this _____
day of _____, _____

Notary Public

My commission expires on _____, _____

CONSENT OF SURETY

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand be paid by the Contractor, the receipt thereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful Performance, in an amount equal to one hundred percent (100%) of the contract price, bound as surety and guarantor for labor and material payment in an amount equal to 100% of the contract price, and will execute them as party of third part thereto where required to do so by the OWNER, and if the said Contractor shall omit or refuse to execute such contract if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum to which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of the advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

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

(A corporate acknowledgment and statement of authority to be here attached by the surety company).

By _____
Surety Company
Attorney -In-Fact

Attest: _____

PERFORMANCE-PAYMENT BOND

(to be completed after award of contract)

KNOW ALL MEN BY THESE PRESENTS, that we _____ as principal, and _____ a corporation organized and existing under the laws of the State of New Jersey, and duly authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto the _____ a body politic and corporate of the State of New Jersey, in the sum of

DOLLARS lawful money of the United States of America, to be paid to the said

or its certain attorney, successors or assigns, to which payment will and truly to be made, we do hereby bind ourselves, our successors, heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, _____.

The condition of the above obligation is that WHEREAS, the above named principal did, on the day of _____ enter into a contract with _____.

Now, if the said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims for material, men and laborers, for labor performed and materials furnished in carrying forward, performing or completing of said contract we agreeing assenting that this undertaking shall be for the benefit of any material, men, or labor having a just claim as well as for the obligee herein; and shall indemnify and save harmless the party of the obligee hereunder aforesaid, its officers, agents or servants, and each and every one of them against and from all suits and costs of every kind and description, and from all damages to which the obligee hereunder or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work, or through any improper or defective machinery, implements or appliances used by the principal in the aforesaid work, or through any act or omission on the part of the principal, or its agents, employees or servants, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modification omission or additions in or to the terms of the said contract, or in or to the specifications there for, shall in any affect the obligations of the surety on its bond. The Surety hereby waives any Requirement for notice to the surety of any such modification, omission or addition.

Signed, Sealed and Delivered in the presence of

APPROVAL OF BOND

The foregoing Bond approved this _____ day of _____.

BID PROPOSAL SHEET – Montgomery Municipal Complex (see map)

Scope:

- A. Per event snow services include snow plow of asphalt surfaces and parking lots, shoveling of sidewalks and walkways, and one salting/deicing application to asphalt surfaces, walkways and concrete after the snow is removed. See attached map of Municipal Complex for specifications.
- B. The undersigned hereby declares that he/she has fully examined the specifications and other contract documents, and is familiar with all laws, ordinances and regulations governing the work and agrees that he will contract to do all of the work and furnish all of the equipment, labor, materials and all else necessary or required for the work at the following cost:

Municipal Complex (see map) – Rates Should Apply Per Snowfall In a 24 Hour Period:

| Item # | Description | Unit Price Per Event | <u>Bid Price</u> |
|---------------|-----------------------------|-----------------------------|-------------------------|
| Item 1. | 0 - 2 inches | Lump Sum | \$ _____ |
| Item 2. | 2 – 4 Inches | Lump Sum | \$ _____ |
| Item 3. | 4 – 6 inches | Lump Sum | \$ _____ |
| Item 4. | 6 – 8 Inches | Lump Sum | \$ _____ |
| Item 5. | 8+ Inches | Lump Sum | \$ _____ |
| Item 6. | Additional Salting Services | Lump Sum (per application) | \$ _____ |

TOTAL BID (Items 1-6): \$ _____

TOTAL BID WRITTEN (Items 1-6): _____

NOTE:

Failure to provide a price for all items (Items 1 – Item 6) , will result in the bid being declared non-responsive and will result in its non-consideration.

ACKNOWLEDGEMENT OF ADDENDA

Receipt of Changes to Bid Documents Form

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

| <u>Addendum Number</u> | <u>How Received (mail, fax, pick-up, etc.)</u> | <u>Date Received</u> |
|------------------------|--|----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Company/Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

