

**TOWNSHIP OF MANSFIELD, BURLINGTON COUNTY, NEW JERSEY**

**SPECIFICATIONS AND PROPOSAL**

**FOR**

**2017-2020 SNOW PLOWING AND REMOVAL**

**PROPOSALS TO BE RECEIVED ON OR BEFORE**

**September 13, 2017 10:00 A.M.**

**AT**

**MANSFIELD TOWNSHIP MUNICIPAL BUILDING**

**COLUMBUS, NJ 08022**

**JOSEPH P. MONZO  
CHIEF FINANCIAL OFFICER**

## NOTICE TO BIDDERS

**TAKE NOTICE** that the Township of Mansfield, County of Burlington, State of New Jersey is soliciting bids for the **2017-2020 SNOWPLOWING AND REMOVAL SERVICES CONTRACT** for Mansfield Township for the period from December 1, 2017 through and up to and including November 30, 2020, with an option for a two one year extensions thereafter.

All bids for said Contract are to be submitted on or before September 13, 2017 by 10:00AM. Bids are to be closed in a Sealed Envelope and be clearly marked: **“MANSFIELD TOWNSHIP 2017-2020 SNOWPLOWING AND REMOVAL SERVICES – September 13, 2017 – 10: 00 AM.**

Sealed bids may be delivered to the Municipal Clerk’s Office at the Mansfield Township Municipal Complex located at 3135 Route 206 South , Suite 1, Columbus, NJ 08022, Monday through Friday, 9AM-4:30 PM, or mailed to ”Mansfield Township Clerk, Columbus, NJ 08022. It is expected that the Township Committee will review and consider awarding a contract for said Contract at its September 27, 2017 Public Meeting at 7:30PM at the Municipal Complex. Note that the Township reserves the right to reject any and all bids, and to waive any informality in any bid should it be in the best interest of the Township to do so.

Bids shall be made upon the Standard Proposal Form. Any bid guarantee required will be so specified in the bid documents for that item.

Attention is called to the Federal requirements regarding employment non-discrimination and safety and wage rates.

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.

Joseph P. Monzo  
Chief Financial Officer

**TOWNSHIP OF MANSFIELD**  
**BID DOCUMENT CHECKLIST**

**Required by  
OWNER**

**Read, Signed  
& Submitted**

<input checked="" type="checkbox"/>	<b>Stockholders Disclosure Certification</b>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>Non-Collusion Affidavit</b>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>Bid Proposal Form</b>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>Affirmative Action Questionnaire</b>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>Non-Conflict of Interest</b>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Public Works Contractor Registration</b>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Bid Guarantee (with Power of Attorney for full amount of Bid Bond)</b>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Endorsement of Surety (with Power of Attorney for full amount of Bid Price)</b>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>Business Registration Certificate (Mandatory)</b>	<input type="checkbox"/>
<b>Reviewed</b>		
<input type="checkbox"/>	<b>Prevailing Wage</b>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>Americans with Disabilities Act Language (Mandatory)</b>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>Affirmative Action Language (Mandatory)</b>	<input type="checkbox"/>

**This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.**

# **SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT AND SERVICE CONTRACT**

## **General Provisions**

- 1.** Sealed proposals will be received by the Office of the Township Finance Officer at the Municipal Building, 3135 Route 206 South, Suite 1, Columbus, NJ 08022, in the County of BURLINGTON and the State of New Jersey on Wednesday **September 13, 2017**. Bidders shall be responsible to carefully examine the specifications enclosed herein as well as the conditions under which the 2017-2020 SNOW PLOWING AND REMOVAL SERVICES will be awarded. Failure to offer a complete bid, or meet all sections of this invitation, may be deemed just cause for rejection of a bid as not meeting specifications.
- 2.** All proposals must be submitted in accordance with the attached instructions furnished by the Township and must be placed in a sealed envelope, plainly marked on the outside, 2017-2020 SNOW PLOWING AND REMOVAL SERVICES. If mailed to the Township, the bid shall be addressed to the Finance Officer, Township of MANSFIELD, Municipal Building, 3135 Route 206 South, Suite 1, Columbus, NJ 08022 and shall be plainly marked, "2017-2020 SNOW PLOWING AND REMOVAL SERVICES". All proposals shall be received prior to or at the time of bid opening, 10:00 am. local time. The Township will not assume any responsibility for bids forwarded by mail. It is the bidder's responsibility to see that proposals are presented to the Township Official on the hour and at the place designated. Only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.
- 3.** Bidders or their authorized agents are invited to be present when the bids are opened and read publicly at the time specified. No proposal may be withdrawn after the specified opening time and date without loss of bid surety, and all proposals become the property of MANSFIELD Township and will not be returned to the bidders.
- 4.** Bidders are to submit the non-collusion affidavit with their proposal form.
- 5.** Proposals will be received and awarded in accordance with Chapter 198 of the Public Laws of 1971, commonly referred to as the Local Public Contract Laws. **(N.J.S.A. 40A:11-1, et. seq.)**
- 6.** The Township reserves the right to reject any or all proposals if the Township deems such action to be in the best interest of the Township.
- 7.** A certification of Contractor Non-Conflict of Interest shall be completed and attached to the proposal.

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

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.

If the successful bidder fails to enter into a contract within twenty-one (21) days from the date of notification to do so, then the certified check or bid bond deposited by him shall, at the option of the Township Committee, be retained as liquidated damages.

Should the successful bidder fail to enter into a contract, the Township Committee may then, at its option, accept the proposal of the next lowest responsible bidder.

**9.** The Township Committee reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any proposal accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

The Township Committee will award the bid at a public meeting within sixty (60) days after the opening date. The successful bidder will be the one whose product is judged to best serve the interests of the Township when price, product and service are all considered.

The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award on the total bid to the bidder whose total sum is the low bid meeting specifications, whichever in the awarding authority's opinion is in the best interest of the Township.

**10.** The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of MANSFIELD.

**11.** It is understood by all parties that if, during the life of the contract, the contractor disposes of his business concern by acquisition, merger, sale and/or transfer or by any means convey his 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 a performance bond in the amount of the open balance of the contract.

**12.** No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Each and every request for an interpretation shall be made in writing and addressed and forwarded to the Finance Officer who may send a written instruction to all bidders.

**13.** The Township reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective bidder as prescribed by law.

**14.** Bidders shall insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B. destination. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.

**15.** Delivery date of the system must be specified on the Bid Proposal Form.

**16.** All items must conform to the stated description and specifications. Where a special trade name or catalog name and number is specified, bidders may quote on equivalent items, but they must specify the make, identification number, and size of the same, and submit samples thereof to the Township upon request. Failure to show such additional information shall preclude the bidder from furnishing items other than those meeting the standard specifications. In the attached list of specifications, the use of a name of a manufacturer, or any specific brand or make in describing the items does not restrict bidders to that manufacturer or specific article desired; but the goods and materials on which bids are submitted must be of equal quality to those referred to and bidders must affirmatively certify to that fact, and specify that brand or make of article offered. The Township shall determine the equivalence of substitute articles and accept or reject same.

**17.** The make, identification number and size of articles shall be stated by the bidder when not contained in the list description and specifications.

**18.** Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with New Jersey Statutes Annotated 40A:11-18.

**19.** All the plans and specifications in the bid package, together with any addendum issued thereafter, shall become part of the contract awarded to the successful bidder.

**20.** Each bidder must submit with the bid a letter of Federal approval or Certificate of Employee Information Report approval, or Form AA-302 must be completed upon the award of the bid.

**21.** The attached proposal sheet(s) constitutes an approximate quantity for each item for bidder's information only, and no warranty is given or implied as to the item or total quantity that will be purchased. The Township reserves the right to increase quantities by 20% at the unit price bid.

**22.** Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices are to be inserted in spaces provided.

With the exception of power of attorney forms attached to bid bonds and consent of surety forms, only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.

**23.** Failure to sign the bid proposal or give all information requested may result in the bid being rejected.

**24.** Delivery shall be made in the stated qualities and to the designation as stated on Purchase Orders.

**25.** Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Committee at a subsequent regular meeting. The voucher will be certified correct by the department head who receives the goods or services.

**26.** No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Township.

No help for unloading of deliveries can be provided by the Township Committee. Suppliers shall notify their truckers accordingly.

The Township is exempt from any sale, excise or Federal transportation taxes and the provisions of the Federal Robinson Patman Act.

27. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials of supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a disclosure statement. The disclosure statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

**THE ATTACHED DISCLOSURE STATEMENT SHALL BE COMPLETED AND ATTACHED TO THE BID PROPOSAL.**

28. The effective period for the contract will be one year unless noted otherwise in the specifications. Continuation of the terms of this contract beyond December 31st is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township of MANSFIELD reserves the right to cancel this contract.

29. All applicable State and Federal regulations are to be met by the successful bidder, including prevailing and minimum wage regulations. It is expected that all hourly rates used to calculate the bid will be prevailing wage rates.

30. The successful bidder shall furnish the Township Finance Officer within twenty-one (21) days from the date of contract award, a performance bond, acceptable to the Township in the full amount of the bid award securing the faithful performance of the successful bidder by a surety authorized to transact business in the State of New Jersey.

**SPECIFIC PROVISIONS**

**TAKE NOTICE** that the Township of Mansfield, County of Burlington, State of New Jersey is soliciting bids for the **2017-2020 SNOWPLOWING AND REMOVAL SERVICES CONTRACT** for Mansfield Township for the period from December 1, 2017 through and up to and including November 30, 2020 with an option for a two one year extensions thereafter.

It is expected that the Township Committee will review and consider awarding a contract for said Contract at its September 27, 2017 Public Meeting at 7:30PM at the Municipal Complex. Note that the Township reserves the right to reject any and all bids, and to waive any informality in any bid should it be in the best interest of the Township to do so.

The Township expects that during the contract period the successful bidder will provide **PLOWING, SALTING AND SANDING** of all Township roads (approx. 40 miles) and all Municipal parking lots. A map indicating the Township roads can be obtained from the



Municipal Clerk's Office at the Municipal Complex. Office hours are stated above. It should be understood by the successful bidder that the Township reserves the right at all times during the term of the Contract to perform any snowplowing and removal services itself prior to utilizing the services of the successful bidder.

Prospective bidders must include the following information with their bids:

1. The bidder's hourly price for the services to be rendered. The hourly rate must be listed for the 3 different size snow plows on the bid sheet. This price should not include the purchase price for salt, sand and calcium, as the Township purchases these materials under the Burlington County Cooperative Purchasing Program.

**NOTE: THE TOWNSHIP WILL USE THE ABOVE WEIGHTED AVERAGE TO DETERMINE THE BLENDED RATE FOR PURPOSES OF BID EVALUATION. THE ACTUAL PAYMENTS TO THE SUCCESSFUL CONTRACTOR WILL BE BASED ON THE ACTUAL EQUIPMENT USED BY THE CONTRACTOR AT THE DIRECTION OF THE PUBLIC WORKS SUPERINTENDENT.**

2. The location of the facility in which the Township owned salt, sand, and calcium stockpiles will be stored by the bidder for the bidder's sole and exclusive use on the Township roads and parking lots. The facility in which the salt, sand, and calcium stockpile is to be stored must be able to hold a minimum of 400 tons and must be protected from the weather at all times.
3. The bidder must include a statement that its services will be on-call 24 hours per day.
4. The bidder's proposal must include an approximate response time from the bidder's location to the Township Municipal Complex.
5. The bidder's bid must include a list of the equipment that will be utilized in fulfilling the Contract. The list of equipment shall include the type of equipment, quantity, age and license plate numbers of the equipment. The bidder should consider the Township's minimum requirements concerning the equipment: Trucks must be able to accommodate 8 foot-to-12 foot plows and handle a minimum of 10 tons of salt at a time. Back-up equipment must include a Backhoe, Bulldozer, v-Plows Wheel Loader and additional Loaders to handle large Plows, and a minimum of one small Pickup Truck for cleanup.
6. The bidder's bid must include a Certificate of Insurance listing the Township as an additional insured. The Certificate of Insurance must specify exactly the per occurrence and aggregate total limitations which for purposes of the

Township's Contract shall not be less than \$3,000,000.00. The bidder's bid must include evidence that the bidder will have Workmen's Compensation Insurance for the period of the Contract.

7. The bidder's bid must include the names, addresses, telephone numbers and license plate numbers of any Subcontractor the bidder proposes to utilize.
- 8.. The successful bidder will be required to have a Global Positioning System Device (GPS) on any and all vehicles providing snow plow/removal services pursuant to their contract with Mansfield Township.
- 9 Services will be on call 24 hours per day
10. Mansfield Township will not consider any bids with set-up fees included.

## **EXHIBIT A**

### **N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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 respects 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 forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age,

race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

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

The contractor or subcontractor, where applicable, agrees to comply with the 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & 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.**

### **32. Insurance Requirements.**

A. General Instructions. (1) The successful bidder shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the successful bidder and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the successful bidder and his subcontractors to the Township Finance Officer and the Township Engineer within twenty-one (21) days after execution of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of MANSFIELD, authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of MANSFIELD as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The successful bidder and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The successful bidder shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

General Liability: \$ 3,000,000 per occurrence combined  
single limit for bodily injury and  
property damage.

Property Damage: \$ 3,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverage's:

- (1) The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to protect the successful bidder against claims arising out of operations performed by his subcontractors.
- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverage's, with the same extensions, as are required of the successful bidder.

D. Automobile Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence.
Property Damage:	\$500,000 per occurrence.

E. Responsibility of the Contractor. The successful bidder and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

**33. Worker and Community Right to Know.** The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983, Chapter 315, Worker and Community Right to Know Act", subsection b. section 14. Further, all applicable Material Safety Data Sheets (MSDA), a/k/a hazardous substance fact sheet, must be furnished to the Township of MANSFIELD.

**34.** When two or more bids are equal in all respects, award may be made by lot, at the discretion of the Township, which shall be witnessed by at least three persons and which may be attended by the bidders or their representatives.

**35.** Where applicable, if there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. Where applicable, if there is a discrepancy whereby the unit price written in words or figures is less than the unit price shown in parentheses, i.e. (Note: not less than \$1.00 per unit), the unit price shown in parentheses shall govern. Where applicable, if there is a discrepancy in the Extended Total of any item, the correct total shall be determined by multiplying the estimated quantity by the unit price written in words and the resulting total shall govern. The correct Extended Total for each item shall then be added to obtain the "Bid Total" or "Total Base Bid" whichever is applicable.

36.

**AMERICANS WITH DISABILITIES**  
**Equal Opportunity for Individuals with Disability.**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant of its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

**37. New Jersey Business Registration Requirements**

**The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.**

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All bidders must submit a copy of their proof of registration with bids.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Printed Name & Title** \_\_\_\_\_



**EXCEPTIONS TO THE SPECIFICATIONS**

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15)

**MNASFIELD TOWNSHIP  
AFFIRMATIVE ACTION QUESTIONNAIRE**

**SUPPLEMENT TO BID SPECIFICATIONS FOR  
PROCUREMENT AND SERVICE CONTRACTS**

**No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).**

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

**FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIBLE BIDDER AND HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU WILL BE SENT THE AFFIRMATIVE ACTION DOCUMENT FOR COMPLETION PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVED SAME.**

ALL FIRMS:

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED. (PROOF MUST BE SUBMITTED WITH BID.)

**OR**

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED. (COPY OF SAME MUST BE SUBMITTED WITH BID.)

**OR**

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM. (MANSFIELD TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A SUCCESSFUL BIDDER.)

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

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION OF CONTRACTOR**

**NON-CONFLICT OF INTEREST**

In consideration for the contract to be entered between the Township and

\_\_\_\_\_, I hereby certify that \_\_\_\_\_

Individual or Firm

Individual or Firm

does not represent another client whose interests are in actual conflict with the Township.

I further certify that, to the best of my knowledge, the representation of other clients of \_\_\_\_\_ will not materially limit my representation of the Township.

Individual or Firm

During the term of this contract with the Township \_\_\_\_\_ shall not

Individual or Firm

represent any client whose representation materially limits the representation of the

Township or whose interests are in actual conflict with the Township's interests.

The existence of a conflict of interest contrary to the certification above shall be a breach

of the contract. It shall also entitle the Township to expose \_\_\_\_\_ to any

Individual or Firm

penal statutes pertaining to false material certifications.

**CONTRACTOR** \_\_\_\_\_

Individual Signature or Firm Name

**IF FIRM:**

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

Sworn to and subscribed before me this

day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

Notary Public

**STOCKHOLDER DISCLOSURE CERTIFICATION**

N.J.S.A 52:25-24.2 (P.L. 1977 c 33)

**FAILURE OF THE BIDDER/RESPONDENT 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 stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

**Check which business entity applies:**

- Limited Partnership     Subchapter S Corporation     Limited Liability Corporation
- Partnership     Corporation     Sole Proprietorship
- Limited Liability Partnership     Other \_\_\_\_\_

**Complete if the bidder/respondent is one of the 3 types of Corporations:**

Date Incorporated \_\_\_\_\_ Where Incorporated \_\_\_\_\_

**BUSINESS ADDRESS:**

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_

<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
_____/_____	_____	_____	_____

**Telephone #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest therein.

<b>Name</b>	<b>Address</b>
_____	_____

<b>Name</b>	<b>Address</b>
_____	_____

**CONTINUE ON ADDITIONAL SHEET IF NECESSARY:**     YES     NO

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name & Title** \_\_\_\_\_

**NOTICE TO BIDDERS re CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the  
Incorporated, organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do  
business in the State of New Jersey hereby certifies and agrees that if the contract for:

is awarded to the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact



**BID SUBMITTAL FORM**

TO: Township of MANSFIELD

The undersigned bidder declares he has read the Notice to Bidders, Instructions to Bidders and Specifications attached; that he has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the aforesaid services commencing from the date of the award.

<b>The bidder's hourly price for:</b>		<b>Weighted Avg</b>
<b>8 ft. Plow</b>	\$ _____	<b>40%</b>
<b>10 ft. Plow</b>	\$ _____	<b>40%</b>
<b>12 ft. Plow</b>	\$ _____	<b>20%</b>

**NOTE: THE TOWNSHIP WILL USE THE ABOVE WEIGHTED AVERAGE TO DETERMINE THE BLENDED RATE FOR PURPOSES OF BID EVALUATION. THE ACTUAL PAYMENTS TO THE SUCCESSFUL CONTRACTOR WILL BE BASED ON THE ACTUAL EQUIPMENT USED BY THE CONTRACTOR AT THE DIRECTION OF THE PUBLIC WORKS SUPERINTENDENT.**

(This price should not include the purchase price for salt, sand and calcium, as the Township purchases these materials under the Burlington County Cooperative Purchasing Program.)

The location of the facility in which the Township owned salt, sand, and calcium stockpiles will be stored by the bidder for the bidder's sole and exclusive use on the Township roads and parking lots. The facility in which the salt, sand, and calcium stockpile is to be stored must be able to hold a minimum of 400 tons and must be protected from the weather at all times.

**LOCATION** \_\_\_\_\_

Approximate response time from the bidder's location to the Township Municipal Complex.

**APPROXIMATE RESPONSE TIME** \_\_\_\_\_

List of the equipment that will be utilized in fulfilling the Contract. The list of equipment shall include the type of equipment, quantity, age and license plate numbers of the equipment. The bidder should consider the Township's minimum requirements

concerning the equipment: Trucks must be able to accommodate 8 foot-to-12 foot plows and handle a minimum of 10 tons of salt at a time. Back-up equipment must include a Backhoe, Bulldozer, v-Plows Wheel Loader and additional Loaders to handle large Plows, and a minimum of one small Pickup Truck for cleanup.

<u>Piece of Equipment</u>	<u>Quantity</u>	<u>Age</u>	License Plate
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Names, addresses, telephone numbers and license plate numbers of any Subcontractor the bidder proposes to utilize.

<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>License Plate</u>
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Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_

Name - Type or Print

Witness \_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Date



