

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

BID SPECIFICATIONS

**SNOW REMOVAL FOR OLD YORK VILLAGE (OYV)
SECTION OF THE TOWNSHIP OF CHESTERFIELD**

**BID OPENING DATE: DECEMBER 11, 2024
TIME: 10:00 A.M.**

TOWNSHIP OF CHESTERFIELD
BURLINGTON COUNTY
NEW JERSEY

MAYOR
Matthew Litt

TOWNSHIP COMMITTEE MEMBERS
Belinda Blazic
Shreekant Dhopte
Denise Koetas-Dale
Rebecca Hughes

REQUEST FOR BIDS

BID

The Township of Chesterfield solicits bids through the Bid Process for

SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Chesterfield Township Clerk's Office, 295 Bordentown-Chesterfield Road, Chesterfield, NJ 08515, on Tuesday, **December 11, 2024 at 10:00 a.m.** prevailing time at which time and place bids will be opened and read in public for:

SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

Bid Requirements and other information may be obtained at the Chesterfield Township Clerk's Office, 295 Bordentown-Chesterfield Road, Chesterfield, NJ 08515, during regular business hours, Monday thru Friday, 8:00 a.m. to 4:00 p.m. or via email by submitting Business name, Contact Name, Contact Phone, Fax, Mailing Address and Email Address to caryn@chesterfieldtwp.com.

The Mayor and Township Committee reserve the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders.

Submissions are required to comply with the requirements of N.J.S.A. 10:5-31 et seq.; N.J.A.C. 17:27 et seq. and N.J.S.A. 34:11-56.25 et seq.

Caryn M. Hoyer, RMC
Township Clerk
Published:

INFORMATION FOR BIDDERS

SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

1. SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

The Township of Chesterfield is seeking sealed bids to provide SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION to several areas in Chesterfield Township as depicted on the attached map. The contractor will be required to provide any and all necessary personnel, equipment, and material.

The above work is more particularly described in Exhibit "A" Specifications attached hereto.

2. **GENERAL CONDITIONS OF BID** This contract will be awarded under the Bid provisions of the New Jersey Local Public Contracts Law, the term "bid" and "bidder", when used throughout this document, shall include "proposal" and "proponent"; and reference to "bid documents" shall mean this Bid Specification.

A. All bid prices shall be in both words and figures. Signature shall be in ink and in longhand. Bids which are incomplete, conditional or obscure, may be rejected as informal. No oral or telephonic bids or modifications of bids will be considered.

B. Bids shall be submitted in a sealed, opaque envelope marked with the name of the bidder and marked "SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION."

C. Bids shall be addressed to:

Township Clerk
TOWNSHIP OF CHESTERFIELD
295 Bordentown-Chesterfield Rd.
Chesterfield, N.J. 08515

D. All mailed bids shall be mailed using a formal mailing procedure such as Certified or Registered Mail, Return Receipt. Alternatively, bids may be hand delivered prior to the date and hour specified, to the Township Clerk at the above address.

E. Bids will be received no later than **10:00 a.m.** on **Wednesday, December 11, 2024**, at which time all received bids will be publicly opened and read at the Municipal Building, 295 Bordentown-Chesterfield Rd, Chesterfield, New Jersey, 08515. Bidder assumes responsibility for having the bid in the hands of Chesterfield Township on time whether the bid is mailed or hand delivered by courier.

F. Addenda, if any, issued before opening of bids, shall be taken into account and included in any bid. No verbal answer will be given to any inquiries in regard to the meaning of the specifications, nor will any verbal instructions be given previous to the award of the bid. No verbal statement regarding the bid by any persons previous to the award of the bid will be authoritative. Any explanation desired by any bidder must be requested in

writing. If reply is made, it will be communicated to all bidders who have indicated their intention to provide a bid.

- G. The attached specifications describe the work to be performed. These specifications are intended to provide a common standard to which all parties may bid.
- H. Pursuant to N.J.S.A. 40A:11-21, bidders may be required to submit a Bid Bond in the amount of 10% of the Bid, but not in excess of \$20,000.00 and may be given, at the option of the Bidder, by certified check, cashier's check or Bid Bond. The Bid Bond must be from a surety company authorized to do business in the State of New Jersey. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A.40A:11-24(a). The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into the pursuant to N.J.S.A.40A:11-21. Failure to submit the bid guarantee, if required, shall result in rejection of the bid.
- I. The bidder shall be required to provide proof of insurance listing the Township of Chesterfield as an Additional Named Insured. The successful bidder's insurance coverage shall be not less than the following:
 - (A) General Liability Insurance shall be provided with limits of not less than \$1,000,000.00 any one person and \$2,000,000.00 any one accident for bodily injury and \$500,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.;
 - (B) Comprehensive Automotive Liability Insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$2,000,000.00 any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.
 - (C) Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
- J. The successful bidder shall be required to sign the Indemnification and Hold Harmless Agreement. The successful bidder will indemnify and hold harmless Chesterfield Township from all claims, suits or actions and damages or costs of every name and description to which Chesterfield Township may be subjected or put by reason of injury to the person or property of another, of the property of the Township, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.
- K. All bids must be completed on the enclosed form. No other forms or specifications are to be used. The price quoted shall be the price at the time the work is to be performed for the Township of Chesterfield. All items furnished shall conform to the applicable specifications included in the bid documents.
- L. Within sixty (60) days of the opening of bids, the Chesterfield Township Committee will award the contract to the lowest bidder, based upon the criteria set forth in this

document, or reject all bids received. If additional time is required beyond sixty days, the Township of Chesterfield will request permission to do so from the three apparent lowest bidders for an additional period of time to be agreed upon by the Township of Chesterfield and the bidders.

- M. The Township of Chesterfield will provide for the execution of the contract within sixty (60) days of the award of contract.
- N. The Township of Chesterfield is exempt from any State Sales Tax or Federal Excise Tax.
- O. As stated on the sheet provided, General Bid Conditions must be met satisfactorily.
- P. Where applicable, items of foreign origin must be so indicated. Bidder's signature to the bid proposal shall be taken as certification that all manufactured articles, materials, and supplies not so indicated, have been made or produced in the United States.
- Q. As required by P.L. 1977, c.33, a Public Disclosure Statement, as provided, must be completed and included with the bid.
- R. Bidder will faithfully execute and carry out all requirements of P.L. 1975, c.127. For those bidders whose firm employs less than fifty employees, an Affirmative Action Affidavit is to be provided.
- S. A certificate is required showing that the bidder submitting the bid owns, leases, or controls all necessary equipment required by specifications.
- T. As required by the New Jersey Prevailing Wage Act (P.L. 1963, c.150), and the provisions of State Labor Laws, prevailing wage and labor laws must be complied with by the successful bidder.
- U. Pursuant to N.J.S.A. 52:32-58, the bidder must utilize the Disclosure of Investment Activities in Iran form to certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities as directed on the form. A bidder's failure to submit the completed and signed form with its bid will result in rejection of the bid as non-responsive and preclude the award of a contract to said bidder.
- V. Pursuant to N.J.S.A. 52:32-60.1, the bidder must complete the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus. A bidder's failure to submit the completed and signed form with its bid will result in rejection of the bid as non-responsive and preclude the award of a contract to said bidder.

3. REJECTION OF BIDS

Chesterfield Township reserves the right to reject any and all bids submitted. Chesterfield Township also reserves the right to waive any irregularities or immaterial variances from the specifications and bid documents, if in its judgment, the interests of the municipality will be best served.

Chesterfield Township retains the right to reject any and all bids if an error within these bid specifications is found prior to or after the bid date. Chesterfield Township additionally retains the right to reject any and all bids if any or all parts of the specifications are not complied with, regardless of total bid price. Final decision of whether or not a bid complies with these specifications is solely the judgment of Chesterfield Township. Each bidder agrees to accept the decision of Chesterfield Township as final without recourse or prejudice.

6. AWARD OF CONTRACT

It is the intention of the Township of Chesterfield to award the contract to the lowest responsible bidder meeting the bid requirements.

Should Chesterfield Township determine the apparent low bidder is not the lowest responsible bidder, the apparent low bidder will be notified and its bid security, if applicable, shall be returned without prejudice.

7. PAYMENT

The Township shall, within 20 days of receipt of each invoice for payment, either indicate in writing its approval of payment and present the invoice for payment to the Governing Body, or return the invoice for payment to the contractor indicating in writing its reasons for refusing to approve payment. If the invoice is returned, the contractor may make the necessary corrections and re-submit the invoice for payment. The Governing Body shall review the invoice at its next regularly scheduled meeting. Upon approval of the invoice by the Governing Body, the Township shall make payment within 30 days pursuant to N.J.S.A. 2A:30A-1 et seq.

Payment shall be made in accordance with the Township of Chesterfield requirement for submission of invoice and vouchers and approval by authorized officials. Acceptance of the final payment by the bidder shall be understood to be a release of all claims against the Township of Chesterfield for payment.

8. SCHEDULING OF WORK

The successful bidder shall schedule and submit a tentative schedule for all work not later than thirty (30) days after the date of the award of contract by the Township.

9. **INDEMNIFICATION AND INDEPENDENT CONTRACTOR REQUIRED**

- A. Contractor shall indemnify and hold harmless Chesterfield Township from and against all claims, damages, losses and expenses, including all reasonable expenses incurred by Chesterfield Township based on any claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury damaged persons or property. Its indemnification shall include any alleged violations of patent, copyright or trademark laws. This indemnification shall be construed as broadly as possible in the favor of Chesterfield Township.

- B. It is acknowledged by the bidder that it is an independent contractor and as such will be responsible for all damage, loss or injury to persons or property that may arise or be incurred during the conduct of the work. Bidder shall indemnify and hold harmless and defend the Township from and against any and all liability for loss, damage, injury or expense which Chesterfield Township may suffer or for which the Township may be held responsible during the performance of this contract.

CHECKLIST

SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

The bidder shall submit, with the Bid Form, the following items Mandatory for Bid Proposal. In order to be considered an adequate submission, each item must meet the requirements of the relevant statute and must be legally binding on the bidder. **By initialing the entries herein, the bidder indicates that the required items have been included with the Bid Form as required herein.**

	<u>Page</u>
<input checked="" type="checkbox"/> Bid Form	9
<input checked="" type="checkbox"/> Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents	10
<input type="checkbox"/> Business Registration Certificate	11
<input type="checkbox"/> Public Works Contractor Registration	11
<input checked="" type="checkbox"/> List of Subcontractors	12
<input type="checkbox"/> Certification	13
<input type="checkbox"/> Statement of Compliance	14
<input type="checkbox"/> Exceptions to Specifications	15
<input checked="" type="checkbox"/> Statement of Ownership	16-18
<input type="checkbox"/> Non-Collusion Affidavit	19
<input type="checkbox"/> EEO / Affirmative Action Instructions, Questionnaire and Affidavit	20-23
<input type="checkbox"/> References	24
<input type="checkbox"/> Warranty Information (to be provided on Bidder's letterhead) (If Applicable)	
<input type="checkbox"/> Bidder Qualification Statement	25
<input type="checkbox"/> Equipment Certificate	26
<input type="checkbox"/> Certification of Bidder's Status on The State Treasurer's List of Debarred, Suspended and Disqualified Bidders	27
<input type="checkbox"/> Disclosure of Investment Activities in Iran	28-29
<input type="checkbox"/> Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	30
<input type="checkbox"/> Indemnification and Hold Harmless Agreement	31
<input checked="" type="checkbox"/> Bid Guarantee (as may be required by <u>N.J.S.A. 40A:11-21</u>)	4
<input type="checkbox"/> A Certificate from an insurance company, pursuant to <u>N.J.S.A. 40A:11-22</u>	4
<input checked="" type="checkbox"/> Marked boxes-Failure to submit any of these items with Bid is a Mandatory cause for rejection**	

Print Name _____ Signature of Authorized Agent _____
 If Corporation, Limited Liability Company or Partnership, State Title _____

BID FORM

TOWNSHIP OF CHESTERFIELD

Township of Chesterfield; 295 Bordentown-Chesterfield Rd.; Chesterfield, N.J. 08515

Bid of: _____

Address: _____

Phone #: _____ Fax #: _____

Federal Tax ID#: _____ E-Mail Address: _____

FOR THE FURNISHING AND DELIVERING OF:

SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

We hereby certify that we are the only person or persons interested in this bid that is made without collusion with any person, firm or corporation making another bid for the same contract, that the bid is in all respects fair and that no officer of the members of the Township of Chesterfield, or any person in the employ of said members is directly or indirectly interested in this bid or in the supplies or work to which it relates, or in the profits of any portion thereof.

We further declare that we have carefully examined the information for Bidders, Specifications, and Contract form herein referred to and propose to furnish and deliver all necessary work specified and in the manner and time prescribed, and further understand that all work is to be furnished at the following price:

PRICING

Snow Removal for Old York Village (OYV) Section Bid \$ _____

Bid in Words _____

WERE ANY EXCEPTIONS TO THE SPECIFICATIONS TAKEN? Yes () No ()

If "Yes" you must submit a detailed description of the exception. (Page 15)

Company Name: _____

Contact Name: _____

Contact Signature: _____

**BIDDER'S ACKNOWLEDGMENT OF RECEIPT OF NOTICES,
REVISIONS OR ADDENDA TO THE ADVERTISEMENT OR BID
DOCUMENTS**

The undersigned bidder acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

Notice, Revisions or Addenda No.	Date of Notice, Revisions or Addenda
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If this form does not apply, check this box and initial this form. _____

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and cannot be cured.

Name of Bidder

Signature of Authorized Agent

Name & Title

Dated: _____, 20__

BIDDER'S BUSINESS REGISTRATION CERTIFICATE

Bidders and their subcontractors, if any, must comply with the provisions of P.L. 2004 c.57 (N.J.S.A. 52:32-44) and submit proof that the bidder is registered with the New Jersey Department of the Treasury, Division of Revenue by including a copy of the Business Registration Certificate issued to the bidder and any subcontractor by the Division of Revenue in the Bid Package returned to the Township.

The only acceptable proof is the "Business Registration Certificate" provided by the New Jersey Division of Revenue.

BIDDER'S PUBLIC WORKS CONTRACTOR'S REGISTRATION CERTIFICATE

Bidders and their subcontractors, if any, must comply with the provisions of P.L. 2004 c.101 (N.J.S.A. 34:11-56.51) and submit proof that the bidder is registered with the New Jersey Department of Labor and Work Force Development by including a copy of the Public Works Contractor's Registration Certificate issued to the bidder and any subcontractor by the New Jersey Department of Labor and Work Force Development in the Bid Package returned to the Township.

The only acceptable proof is the "Public Works Contractor's Registration Certificate" provided by the New Jersey Department of Labor and Work Force Development.

BIDDER'S LIST OF SUBCONTRACTORS

ALL CONTRACTORS MUST COMPLETE THE FOLLOWING:

N.J.S.A. 40A:11-16 requires that where all the work and materials required to complete the construction project are to be included in a single overall contract, bidders that propose using subcontractors for any of the four specialized "sub-prime" categories (i.e. Plumbing and gas fitting and all kindred work; Steam and hot water heating, ventilating apparatus, steam power plants and kindred work (HVAC); Electrical work; and Structural steel and ornamental iron work) must submit a certificate with their bids listing each subcontractor named in the bid for that category.

If _____ is successfully awarded
(Name of Firm)
this project, I, _____, _____ of _____,
(Authorized Representative) (Title) (Name of Firm)

certify pursuant to N.J.S.A. 40A:11-16 that I shall utilize the following subcontractors if this Bid is successfully awarded to my firm.

NAME OF SUBCONTRACTOR

SCOPE OF WORK

(Use additional sheet of paper if more space required)

Signature of Bidder

Name and Title (Print or Type)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF _____ 20_____.

CERTIFICATION

I/we hereby certify that I/we have read the General Specification and have become familiar with all the contents thereof, and that the bid of:

_____ (Bidder's Name)

attached hereto, is submitted in strict accordance with said conditions, instructions and specifications, being aware that said instructions are binding and become a part of this bid. The undersigned proposes to furnish and deliver an Aeration System to Stormwater Basins pursuant to the request for Bid documents and specifications made part hereof.

The undersigned, as potential contractor, declares that:

1. they have carefully examined the advertisement for bids, specification and forms for contract and bond, and the accompanying maps mentioned; and
2. they have familiarized himself with all Federal, State and local laws, ordinances, rules and regulations affecting the proposed Project; and
3. they have visited the sites of the work and made such independent investigations as he deems necessary; and
4. they have examined fully the conditions, costs and expenses involved in performance of the proposed work; and
5. they hereby propose and agree that if this bid is accepted they will enter into contact with Chesterfield Township in the County of Burlington, to provide the necessary equipment, machinery, tools, power, labor, services, hauling, superintendence and all materials and things required for, and will do and perform all work of installation, construction and completion of the entire Project described in said specifications and/or illustrated on the maps, all in entire accordance with the requirements of the said specifications for the following prices, to wit:

Name of Bidder

By: _____
Signature of Authorized Agent

Dated: _____

STATEMENT OF COMPLIANCE

The following information must be supplied, and the statements notarized and witnessed, by a Notary Public, licensed in the State of New Jersey.

1. The specifications, as presented herein, have been strictly adhered to. All alternates to these specifications are listed on a separate page in the bid, with reference to the page and section title for which the exception is taken. If exceptions are taken, and alternates or equivalents not listed, we understand that it will be grounds for not accepting the bid.

2. All information, as required, has been included in the bid. "I (we) do solemnly swear that the enclosed information is correct and true to the best of my (our) knowledge. I (We) also do swear that no information has been omitted from this bid in order to present the bid in a more favorable position."

"I (We) also do swear that all alternates and clarifications to the specifications have been listed in my (our) bid".

BIDDER: _____

Date: _____

Notary Seal

_____Notary Public

EXCEPTIONS TO SPECIFICATIONS

SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

Any exceptions to the specifications provided shall be stated below:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Attach additional sheets if necessary.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____
Organization
Address: _____

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

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

OR

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

(Please attach additional sheets if more space is needed):	
Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page # Address (for Individuals) or Business Address

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Page # Address (for Individuals) or Business Address

Part IV Certification

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

Name of Bidder

By: _____
Signature of Authorized Agent

Title

Dated: _____

AFFIRMATIVE ACTION INSTRUCTIONS

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, sex, 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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 P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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. 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, sex, affectional or sexual orientation, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action office as may be requested by the office 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 Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

All bidders and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to Or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975. c. 127), one of the following three documents:

- A. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program: or
- B. A certificate of employee information report approval issued in accordance with N.J.A.C 17:27-4:
- C. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes _____ No _____
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ___ No ___
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

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

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

COMPANY: _____ SIGNATURE: _____
PRINT NAME: _____ TITLE: _____
DATE: _____

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY}

COUNTY OF _____ } s.s.:

SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

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

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____ (title), and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Name of Firm or Individual

Title

Signature of Authorized Agent

Date

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

Notary Public of New Jersey.

REFERENCES

SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

<u>Name of Owner</u>	<u>Date of Work</u>	<u>Contact Name/Phone No.</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

BIDDER QUALIFICATION STATEMENT

SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

Name: _____

Address: _____

Phone: _____ Fax: _____

Hours of Operation: _____

Years in Business: _____

Miles from Township of Chesterfield: _____

Initials: _____

Dated: _____

EQUIPMENT CERTIFICATION

INSTRUCTION FOR COMPLETING THE EQUIPMENT CERTIFICATION

If the bidder owns, leases or controls all the necessary equipment required, complete Part 1. Should the bidder not own, lease or control the necessary equipment required, complete Part 2. This certification must be attached to and submitted with the Bid.

PART 1

"This is to certify that I, the bidder signing the attached bid, own, lease or control all the necessary equipment required to accomplish the work shown and described on the contract drawings and in the contract specifications."

Date

Signature of Authorized Agent

PART 2

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the bidder named below the control of said equipment during such time as may be required for that portion of the work described on the contract drawings and in the contract specifications for which the equipment is necessary."

Date

Signature of Owner or
Controller of Equipment

Name of Bidder

Business Address of Above

LIST OF EQUIPMENT

(Attach additional Sheet as Required)

**CERTIFICATION OF BIDDER'S STATUS ON
THE STATE TREASURER'S LIST OF
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS**

SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

STATE OF NEW JERSEY

COUNTY OF _____

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

I am _____ of the firm of _____, the bidder making the bid for the above named project, that I executed the Bid, this affidavit and all other bidding documents with full authority to do so, and that the bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: _____ Date: _____
Deponent's Name

Deponent's Title

Subscribed and sworn to before me
on _____, 20__.

Notary Public of New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name:

Contract Name:

Contract/Renewal Date:

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52:32-55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a public 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 <http://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 will render a bidder's proposal non-responsive.** If the board determines that a bidder submits a false certification, the board shall report the name of the bidder to the New Jersey Attorney General, who shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

PART 1. PLEASE CHECK APPROPRIATE BOX

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above or am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide the information required in Part 2 will result in the bid being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2. INVESTMENT ACTIVITIES IN IRAN ***(Complete only if you checked the second box in Part 1)***

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidder, the bidder's parents, subsidiaries and/or affiliates that are engaged in investment activities as described in N.J.S.A 52:32-56(f).

1. Name and Address:

2. Relationship to Bidder:

3. Duration of Engagement:

4. Cessation of Activity:

5. Bidder Contact Name:

6. Bidder Contact Phone Number:

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Check this box if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments:

PART 3. CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that _____ (*fill in the name of the SFA*) 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 the contract to notify the school 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 school and that the school, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

1. Full Name (Print): 2. Date: _____

3. Signature of Authorized Agent: _____

4. Title: _____

5. Bidder/Vendor: _____

6. Bidder/Vendor Phone Number and/or Contact Information:

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

BID: _____

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor*") that seeks to enter into or renew a contract with the New Jersey Turnpike Authority ("NJTA") for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the NJTA finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Add Additional Sheets if Necessary)

 Signature of Vendor's Authorized Representative

 Date

 Print Name and Title of Vendor's Authorized Representative

 Vendor's FEIN

 Vendor's Name

 Vendor's Phone Number

 Vendor's Address (Street Address)

 Vendor's Fax Number

 Vendor's Address (City,State,Zip Code)

 Vendor's Email Address

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

The successful bidder shall be required to sign the Indemnification and Hold Harmless Agreement. The successful bidder will indemnify and hold harmless Chesterfield Township from all claims, suits or actions and damages or costs of every name and description to which Chesterfield Township may be subjected or put by reason of injury to the person or property of another, of the property of the Township, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

Date: _____

Contractor Name: _____

To the fullest extent permitted by law, _____, agrees to
Contractor / Vendor

Defend, pay on behalf of, indemnify, and hold harmless the TOWNSHIP OF CHESTERFIELD, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the TOWNSHIP OF CHESTERFIELD against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the TOWNSHIP OF CHESTERFIELD, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the TOWNSHIP OF CHESTERFIELD, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

By: _____

Contractor / Vendor

Chesterfield Township

Notary Seal

Notary Seal

_____ Notary Public

_____ Notary Public

EXHIBIT “A”

SPECIFICATIONS

SNOW REMOVAL FOR OLD YORK VILLAGE (OYV) SECTION

I. Bid Requirements, Machinery Requirements, and Term

1. At the discretion of the Public Works Manager (PWM), it will be the responsibility to remove snow and ice from all Township roadways within Old York Village (OYV)
2. All work performed will be under the full direction and overseen by the Township Public Works Manager (PWM). All directions of operation including but not limited to start times, stop times, return times, priority, methodology, and additional service shall be communicated to Contractor by the Township PWM. Any disruption of services by the Contractor for any reasons shall be with the prior knowledge and approval of the Township PWM or his designee.
3. All equipment and operators shall respond any hour of any day upon receipt of one (1) hour notice. The Township reserves the right to call, as its needs dictate, one or more trucks, in accordance with the terms of this contract.
4. No additional fee will be paid to the Contractor for plow hookup. This shall be included in the hourly rate.
5. Contractor's vehicles must respond with complete equipment including adequate lights, mounted plow equipped with power lift, chains when necessary and all equipment in good working order. All equipment shall be subject to inspection by the Township PWM and if in his judgment, the equipment is not in operating condition at any time, the contractor shall make necessary repairs forthwith or substitute acceptable equipment as directed.
6. Contractor shall be responsible for all repairs, maintenance and fuel for their equipment and meals for their operators, etc. Payment shall not be made for lost time due to equipment repairs, failure or extended fueling.
7. The Township PWM or designated representative will coordinate plowing and snow removal assignments. All Contractors' operators shall be required to follow designated routes. Should any operator display that they are incapable of handling the assigned task, they shall be relieve and/or replaced at the discretion of the Township PWM or designee.
8. All of the Contractor's operators must have a valid driver's license (CDL if required for specific vehicle) in their possession during snow plowing operations.
9. The Township reserves the right to have the contractor discontinue use of damaged equipment, equipment in need of repair, or equipment inadequate for intended purposes.

10. The Contractor shall comply with all federal, state, county and municipal laws and in particular to R.S. Cum Supp. 10:2-1, Discrimination in Employment on Public Works, the provisions of which shall be considered a part of this contract.

11. Contractor shall be required to furnish evidence of the following insurance coverage:
(1) Worker's Compensation Insurance

Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

(2) General Liability Insurance

General Liability Insurance shall be provided with limits of not less than \$1,000,000.00 any one person and \$2,000,000.00 any one accident for bodily injury and \$500,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.

(3) Automotive Liability Insurance

Automotive Liability Insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$2,000,000.00 any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.

12. The Contractor must demonstrate to Chesterfield Township that this service contract has priority or at a minimum, the Contractor has the dedicated equipment on call for this service on a constant basis during the snow season, November 15th through April 15th.

13. Qualified Contractor must possess or have at their disposal all necessary snow removal and de-icing equipment, including snow plows and sanders to perform the work required herein. In that regard, the Contractor must provide sufficient evidence of ownership of or the ability to have immediately available the following equipment for purposes of the contract:

- Two (2) single axle dump trucks, minimum 8½ to 10 ft. angle plow.
- Two (2) ¾ ton (minimum) 4-wheel drive pickup type vehicle, minimum 8ft. to 9 ft. angle plow.
- For significant snowfall events of ten inches of snow or greater or blizzard conditions, Contractor shall be required to provide adequate and appropriate equipment to accommodate snow removal under these type of snow events.

14. The contract shall propose a per hour basis for each truck/vehicle being operated and operator. Different rates on different size trucks/vehicles should be assumed for the proposal to be appropriate. There shall be no specific charge for the presence and use of loader or loader operators. This assessed expense to contractor shall be included into truck/vehicle rate. There shall be one hourly rate for plowing.

NOTE: Hourly price for this proposal shall be for the base hourly rate and apply only to the hours the equipment is in use in Chesterfield Township for the purposes of this contract.

15. The Contractor shall be on call 24 hours a day during the snow seasons (Nov 15th through April 15th) and a contact person or persons shall be specifically identified with reliable contact information, including without limitation, cellular phone numbers. Additionally, all contractor's equipment operators shall have a method of communication, such as a cell phone, so that they can be reached at any time they are working for the township. Names and cell phone numbers shall be submitted at report-in time.
16. Safety: It shall be the contractor's responsibility to assure safe and efficient operation of their equipment and manpower at all times. This shall include supervision of their performance as to fatigue, meal breaks, hours worked by the operators, and the need for supplemental or alternating operators.

The Contractor shall also be responsible for the enforcement of "Maggie's Law" (A-1347, 2022) on their crews and not permit any driver to exceed 12 continuous hours without being given an opportunity for sleep (4 hour minimum). "Maggie's Law" amends the State's vehicular homicide statute at N.J.S.A. 2C:11-5, to now provide that proof that a driver fell asleep while driving or that the driver was driving after having been without sleep for a period in excess of 24 consecutive hours shall give rise to an inference that the driver was driving recklessly. In the event of an emergency, as declared by the DPW Public Works Manager, the contractor must establish a staggered work schedule which shall include mandated breaks for crew members.

Under no circumstances will equipment or operators be permitted to work in an unsafe manner or condition.

17. AWARD: The Township of Chesterfield may consider multiple awards, primary, secondary and if necessary tertiary awards, based on proposal price.

The Township Committee of Chesterfield will award contracts to a responsible and responsive contractor whose proposal does not exceed the estimated fair market value for such service. If the Township does make multiple awards, then the contractor with the lowest proposal shall be first called and the last released so that their equipment will be the most utilized. As the emergency deepens, other Contractors with higher proposals may be called in to assist, however, their usage shall be less frequent and for less time.

The Township of Chesterfield expressly reserves the right to reject any and all proposals to waive technicalities as may be deemed best for the interest of the Township.

18. The initial term of contract shall be for one year commencing November 15, 2024 and terminating November 14, 2025 in accordance with the requirement of the New Jersey Local Public Contracts Law. Chesterfield Township further reserves the right to terminate this service contract for lack of service or unsatisfactory service at any time during the contract term.
19. Contractor/Vendor's main business address/yard must be located within 25 miles of Chesterfield Township.

II. Qualifications and References

A. Contractor's Qualifications

To be eligible, Contractor shall have a lease five (5) years' successful experience and shall provide references.

B. Reference List

Submission of the following information shall be required indicating experience on similar work. Failure to complete the following will cause rejection of proposal.

1. Type of Contract _____
Year(s) performed _____
Owner _____
Location (City, State) _____
Owner's Contact Person _____
Owner's Telephone No. _____

2. Type of Contract _____
Year(s) performed _____
Owner _____
Location (City, State) _____
Owner's Contact Person _____
Owner's Telephone No. _____

3. Type of Contract _____
Year(s) performed _____
Owner _____
Location (City, State) _____
Owner's Contact Person _____
Owner's Telephone No. _____