

Township of Lawrence
County of Mercer
State of New Jersey

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by LAWRENCE TOWNSHIP from qualified bidders for the following:

BID NO. 22-09 SNOW PLOWING SERVICE

Bids will be opened and publicly read at the Lawrence Township Municipal Building, Manager's Conference Room, 2207 Lawrence Road (Route 206), Lawrence Township, New Jersey 08648, on **Thursday, September 15, 2022, at 11:00 A.M.** prevailing time.

Specifications and bid documents may be obtained from the Township Manager's Office at the above address, beginning August 25, 2022, during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday. Telephone 609-844-7005 or email Yvette Martinette at ymartinette@lawrencetwp.com.

Bids shall be made on the standard proposal forms and be enclosed in a sealed envelope addressed to the Township Manager's Office at the above address. The name of the item(s) **MUST** be printed on the face of the envelope. Bids shall be rejected if not submitted within time, date, and place designated.

The following bid documents must be included in bid package:

1. Bid Submission Checklist
2. Bid Proposal Form
3. Statement of Compliance
4. Affirmative Action Statement
5. Non-Collusion Affidavit
6. Stockholder Disclosure Statement
7. Evidence of New Jersey Business Registration
8. Evidence of Contractor Registration (if applicable)
9. List of Sub-Contractors (if applicable)
10. Acknowledgement of Addendum (if applicable)
11. List of Equipment Being Furnished
12. Disclosure of Investment Activities in Iran

Bidders must comply with regulations of the "N.J. Local Public Contracts Law", Affirmative Action regulations N.J.S.A.10:5-31 et seq. (P.L. 1975, c.127) N.J.A.C. 17:27 and the New Jersey Prevailing Wage Act 12:60-1 et seq. (P.L. 1963, Chapter 150).

In accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) a New Jersey Business Registration Certificate (BRC) should be submitted with the bid documents. However, the law allows the bidders to provide proof of BRC prior to the awarding of a contract, purchase order of other contracting document.

Bidders must also comply, if applicable, with P.L. 1999 c. 238, "The Public Works Contractor Registration Act". "Public Works" is defined as "the construction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein, except that, for purposes of the Act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution." Bidders may contact the following office for registration application forms or questions on this compliance: Contractor Registration Unit, NJ Department of Labor, Division of Wage & Hour Compliance, P.O. Box 389, Trenton NJ 08625-0389, Telephone 609-292-9464.

The Township of Lawrence reserves the right to accept or reject any and all bids for the above listed items in whole and/or part may waive informalities that the Township may, in its sole discretion, deem to be in the Township's best interest.

Kevin P. Nerwinski, Esq.
Municipal Manager/QPA

Township of Lawrence
County of Mercer, New Jersey

GENERAL INSTRUCTIONS AND REQUIREMENTS INSTRUCTIONS TO BIDDERS

Invitation to Bid

Take note that the Township of Lawrence, Mercer County, New Jersey, shall receive sealed proposals from qualified bidders for Bid No. 22-09, Snow Plowing Service. Said bids shall be received no later than 11:00 a.m. local time, on Thursday, September 15, 2022, at the Lawrence Township Municipal Building in the Manager's Conference Room, 2207 Lawrence Road, Lawrence Township, New Jersey 08648.

The term "qualified bidders" used above pertains to the ability to complete the enclosed Non-Collusion Affidavit. Only Bidders who can comply with these specifications and return the Affidavit signed will be considered. **FAILURE TO SIGN AND RETURN THIS AFFIDAVIT SHALL CAUSE IMMEDIATE REJECTION OF THE PROPOSAL.**

Exceptions

The specifications contained herein are to be considered the minimum acceptable descriptions of the product desired. Manufacturers may note exceptions and proposed alternates to certain parts of some, but only if the alternate is of equal or superior construction methods, or equal or superior name brand products. All such proposals will be supported by reasonable documentation of comparability. Where name brand products are mentioned, it is for the purpose of detailing the level of quality desired. Other name brand products may be substituted providing they are of equal or superior quality. The Purchaser shall be the sole judge as to whether or not the substitution offered is, in fact, equal or superior. Bidders who take exceptions must list their exceptions on a separate list, pointing out the page number and section where the exception is taken. Bidders must also check compliance Yes or No in the specifications as noted. **TAKING COMPLETE EXCEPTION TO THESE SPECIFICATIONS SHALL CAUSE IMMEDIATE REJECTION OF THE PROPOSAL.**

Responsibility of the Purchaser

The Purchaser reserves the right to reject all bids without cause other than its sole determination that the public interest is served and to consider quality and workmanship as described hereinafter.

BIDDERS ARE REQUIRED TO RETURN THIS BID PACKAGE AS THEIR PROPOSAL. Failure to include same shall cause immediate rejection of the proposal. Proposals that contain any omissions, erasures, or alternations, or that contain additions or items not called for in the Bid Documents, or that contain irregularities of any kind, may be disqualified and not considered. All signatures shall be in writing, and no proposal shall be considered unless so signed. Numerical figures which are inconsistent with verbal (written) expressions of amounts shall be deemed superseded by the verbal (written) expression.

Award of Contract

Upon submitting proposals bidders shall not withdraw or cancel such proposals, and all bid securities submitted with such proposals will be held by the Purchaser until all proposals submitted have been canvassed and award of contract made and executed. All bids will be evaluated for a period not to exceed sixty (60) days, unless a longer period is consented by the bidder. If applicable, all bid securities submitted with proposals will then be returned to the respective unsuccessful Bidders.

The Bidder to whom the award is made shall, within ten (10) days after receiving written notice of such award, execute a contract with said Purchaser, for the complete delivery of all materials, equipment and/or work specified therein. In this bid, the purchase order will serve as the contract.

The Township of Lawrence expressly reserves the right to select any item or alternate in this bid, or any combination of items or alternates, to make an award. The Township Council of the Township of Lawrence shall have sole discretion in determining the alternates to be awarded hereunder, said alternates to be selected in the best interests of the Township of Lawrence.

Responsibility of the Bidder

The Bidder must comply with all applicable New Jersey statutes in effect at the time of the bid.

If applicable, all bids shall include manufacturer's copies of all specified warranties. Any exceptions or variations to these specifications must be set forth on separate sheets, indicating page number(s) and section(s) of these specifications, and must be submitted with the bid. Any bids deemed as taking total exception to these specifications shall result in immediate rejection of the bid.

IMPORTANT NOTES:

Any bidder who does not understand any portion of the specifications and/or requirements, or who wishes to present a question on the same, shall do so in writing to the Purchaser. Verbal answers shall not be binding.

Intent

The intent of the specifications, as presented herein, is to establish the functional requirements for the equipment specified in the bid.

General Terms

All equipment furnished shall be the manufacturer's latest model and be ready for immediate operation at the time of delivery. The equipment shall conform to the best practice known in design, quality of workmanship and material, and be subject to meet these specifications in full.

THESE SPECIFICATIONS SHALL BE CONSIDERED A MINIMUM, AND FULL MINIMUMS SHALL BE MET.

Payment Terms

The Bid Price shall reflect the total cost of the services as outlined in the specifications and bid proposal form.

The bid price shall not include any local, state, or federal taxes. Tax exempt forms will be provided by the purchaser upon request. Bidders shall not be liable for any state or federally mandated tax or program after the contract signing.

Township of Lawrence

Mercer County

Specifications for SNOW PLOWING SERVICE

Intent

The intent of these specifications is for the Township of Lawrence to secure a contract for snow plowing services on an "on-call" basis depending upon the character of the annual snow season as to frequency and quantity of snowfall. The term of the contract shall be from November 1, 2022 through April 15, 2023.

<u>Section 1: General Requirements</u>	COMPLY	
	<u>YES</u>	<u>NO</u>
1.1 It is the intent of this bid to obtain equipment as designated herein for use in the Township's snow removal program on an "on-call" basis. Snowplowing shall be curb-to-curb including the cleaning of corners (curb radii). Care shall be taken when plowing cul-de-sacs that snow is not plowed into driveways and mailboxes and fire hydrants are kept free of snow.	___	___
1.2 All equipment shall be furnished with an experienced, licensed driver for the entire time of the "callout" period. All bids shall contain consideration of the successful bidder supplying all his own operating expenses. A licensed driver must have an appropriate level Drivers/ Operator's License and/or Commercial Driver License (CDL) as required pursuant to the Commercial Motor Vehicles Standards Act.	___	___
1.3 The inspection of equipment readied for the season will be scheduled between the Contractor and the Township sufficiently in advance to assure that equipment and personnel are prepared and ready for the season.	___	___
1.4 The Contractor shall be responsible for fuel, engine fluids, ballast, chains, repairs, insurance, plows, plow frames and all associated equipment necessary to meet the Township's needs.	___	___
1.5 All equipment shall be refueled with a minimum of lost time.	___	___
1.6 Time for meals, when taken by Contractor's personnel, will be deducted from total hours worked including the Contractor's Superintendent.	___	___

Section 2: Quantities

2.1 Each piece of equipment placed in service during the call-out period shall immediately report to the Township Public Works site located at 240 Bakers Basin Road with the operator prepared for snowplowing operation. If, during the performance of the work, the Contractor's equipment shall experience mechanical breakdown or otherwise fail to properly perform, the contractor shall immediately notify the Director of Public Works or his/her designee. Immediately at the time of breakdown, the hourly rate of pay shall cease until such time as satisfactory performance has resumed.	___	___
2.2 All work done hereunder shall be performed under the direct supervision of the Director of Public Works and general supervision of the Supervisor of Public Works or their respective authorized representative(s). At all times during the performance of the work, the Contractor shall perform and adhere strictly to the routes or functions assigned by the Director, or authorized representative.	___	___

Comply
Yes **No**

2.3 The Contractor shall designate one of its vehicles as a Supervisor's vehicle. The designated Supervisor operator of said vehicle shall be the Township's point-of-contact and this person shall conduct all Contractor administrative duties including maintaining fuel for the refueling of the snow plowing equipment.

2.4 The Contractor shall commence and discontinue his assigned activity immediately upon being directed by the Director of Public Works or their authorized representatives, at which time his/her hourly rate shall begin or cease. The Contractor will incur no hourly charges during any snowfall without the appropriate authorization.

2.5 The Township reserves the right to redirect and modify vehicle and personnel assignments through the Contractor's Supervisor.

2.6 It must be fully understood that whenever the Contractor receives a call-out to provide equipment, the equipment will generally be required to operate continuously until the roadway has been cleared sufficiently to permit dismissing the Contractor's equipment. The Contractor must be able to provide sufficient relief drivers and/or operators to insure that all equipment called out may require being operational throughout the entire storm event, which includes the clean-up operation following the storm.

2.7 The Contractor shall submit a report of all operations for each twenty-four (24) hour period and shall indicate therein the time for employees and equipment engaged. The time reported should reflect actual running time and downtime. The Contractor's Supervisor shall sign the reports and the reports shall be hand delivered or faxed (609-584-0220) to the Director of Public Works on a daily basis.

2.8 The Township shall provide one (1) mobile radio equipment for use by the Contractor's Supervisor. If this equipment becomes inoperable the Contractor shall immediately notify the Township and a replacement will be provided as soon as practicable. Additionally, the Contractor shall be required to maintain a cell phone, which allows for Township contact. The Contractor shall also have a reliable means to communicate with all Contractor-owned and operated vehicles and their operators.

2.9 The Director of Public works or his/her designee shall be the overseer of the snow-plowing operations relative to the use and control of Contractor equipment and shall be available for duty from the initial notification of a call-out until operations have been completed. The Director's responsibilities shall include, but are not limited to checking vehicles to determine if all are properly equipped, fully fueled, properly ballasted, expediting plow hook-ups, refueling the trucks, assigning relief drivers, coordination of repairs and any other duties essential to the performance of the work. The Director and/or his designee shall be responsible for maintaining available communication with the Township Public Works Department.

2.10 The Township reserves the right to assign plowing streets and roads in order to ensure timely completion of each route. The Township also reserves the right to call out additional vehicles as warranted if the Contractor is unable to provide the needed vehicles.

<u>Section 3: Price Basis</u>	Comply	
	<u>Yes</u>	<u>No</u>
3.1 It should be understood that the Township, as a government agency, is exempt from Federal Excise Taxes and State Sales Taxes. Exemption certifications or exemption number will be furnished on all necessary purchases.	___	___
3.2 The Township will pay the Contractor for the actual number of hours the equipment works as recorded by registering at the Township's Department of Public Works.	___	___
3.3 The bidder shall briefly describe the equipment he intends to supply to the Township by brand, model, mileage, license plate number and other descriptive information and shall be included in the proposal sheet. Attached as part of this specification is a Contractor's Vehicle Description List. This form shall be filled out for each vehicle the Contractor intends to use in Lawrence Township and returned with the bid. Failure to return this sheet shall disqualify the bidder.	___	___
3.4 Award will be made based on the unit price of the bid designated in the proposal and the suitability of the equipment described herein.	___	___
3.5 The bidder shall not be permitted to adjust bid prices during the contract term.	___	___
3.6 Hours of operating time will apply when the Contractor is issued a call-out and reports ready for work at the Contractor's designated assembly location within sixty (60) minutes.	___	___
3.7 All hourly rates shall include the cost of furnishing the specified snowplow trucks, other equipment, drivers and/or operators, materials, fuels, oil, ballast, repairs, maintenance, transportation and all other costs and expenses.	___	___
3.8 All rates will be fixed per hour, no premium time or overtime shall be paid.	___	___
 <u>Section 4: Damages</u>		
4.1 The Contractor assumes full responsibility for the equipment employed in the performance of the work hereunder and agrees to make no claims against the Township for damages to such equipment whatsoever.	___	___
4.2 The Contractor shall be responsible for any damage to Township property, caused by his/her negligence in the performance of work under this contract. Concern is especially directed at damaged streets, cartways, driveway entrances, curbs and mailboxes.	___	___
4.3 In the event of such damage, the Township reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor, and the contractor hereby agrees that in such event the Township may deduct the cost of such repairs and related expenses incurred by the Township from any monies due to the Contractor under this contract.	___	___
 <u>Section 5: Liquidated Damages</u>		
5.1 Inasmuch as damage and loss will be difficult to accurately assess, the Contractor shall pay to the Township as liquidated damages and not as a penalty, in all cases where the Township shall elect to accept said liquidated damages in lieu of actual damages. If the Contractor fails to respond to a call-out, the Contractor shall pay the Township the sum of \$250.00 per hour per vehicle for each day in which the failure to perform snow removal from the roads, which the Contractor was assigned.	___	___

Section 6: Complaints

Comply	
Yes	No
___	___
___	___

6.1 All complaints shall receive prompt and proper attention by the Contractor and the conditions corrected or attended to by the Contractor within twenty-four (24) hours of receipt of complaint.

6.2 The Contractor shall be required to provide a Supervisor who can be contacted immediately to control contractor operations and shall maintain administrative records, log all assignments, redirects and complaints received and action taken to remedy these complaints.

Section 7: Term of Payment

7.1 Payment will be made by the Township after receipt of detailed statements to be rendered vouchers furnished by the Township.

7.2 The Contractor must submit detailed reports indicating the time of employees and the equipment used.

Section 8: Non-Performance/Failure to Execute Contract

8.1 The Township shall have the right in case of failure, neglect or refusal of the Contractor to perform the contract to proceed to enter into a contract with other provider(s) for the balance of the term of the contract.

8.2 When the Director of Public Works or his/her designee orders a contractor to commence work at a specified time, a response time of sixty (60) minutes will be allowed. Failure to respond within sixty minutes to a request by the Township to commence work at the time specified may be construed as failure to perform.

Section 9: Insurance

9.1 The Contractor shall maintain such insurance as will protect him from claims under workers' compensation acts and any other claims for damage for personal injury, including death, and/or damage to property which shall arise from operations under this contract, whether such operations be by himself or by subcontractors or anyone directly or indirectly employed by either of them, and including complete operations and products. The Township shall also be named as insured on all policies. Certificates of such insurance shall be filed with the Township prior to the performance of any work under this contract. Insurance certificates must provide for a twenty (20) day notice of cancellation.

Section 10: Contract Snowplowing Guidelines

10.1 The Contractor shall plow cartways curb to curb. Upon completion of plowing curb to curb, there should be no more than six (6) inches of snow on the face of the curb. Should the Township need to go over areas not completed properly, time will be deducted from the Contractor.

10.2 The Contractor shall make sure each vehicle has a map delineating the streets and roads along with the necessary lighting (flash lights) for drivers to be able to read the maps.

Comply
Yes No

10.3 No left hand turns are to be made at intersections while plowing. Drivers are to make right hand turns and dump the snow up over the curb. _____

10.4 There shall be no plowing of snow through intersections that have already been plowed. _____

10.5 When plowing snow, one road is to be completed curb to curb at a time. There shall be no plowing around the block. Streets and roads shall be done in a systematic fashion. _____

10.6 In accordance with the Contract, the Contractor is responsible for damaged mailboxes. _____

10.7 In Cul-de-sacs, the Contractor shall take care as not to plow snow into resident driveways, pile snow in front of mailboxes and block fire hydrants with snow. _____

10.8 Private driveways are not to be plowed while working for the Township. _____

10.9 All vehicles shall be maintained in accordance with Title 39, New Jersey Motor Vehicle laws. _____

Section 11: Requirements

11.1 Lawrence Township requires (4) four vehicles with plow and ballast. Minimum 19,000 GVW. Refer to section 1.4. _____

11.2 The Township reserves the right on quantity of trucks considered necessary to assist during a snow event. The order shall not exceed (4) four vehicles. _____

Section 12: Equipment

12.1 Please list type of equipment being furnished. Include make, model and year of truck and plow. _____

12.2 Does bidder have municipal plowing experience? _____

12.3 If yes, how many years? _____

*****BID PROPOSAL FORM*****

Name of Bidder: _____

Address: _____

Email address: _____

Phone/Fax: _____

We are pleased to offer the following proposal, as per the attached specifications and information requirements for:

**BID NO. 22-09
SNOW PLOWING SERVICE
For the Township of Lawrence, Department of Public Works**

Hourly Rate Per Truck: \$ _____

Date of Bid: _____

ATTACH LIST OF EQUIPMENT BEING FURNISHED INCLUDING MAKE, MODEL AND YEAR OF TRUCKS AND PLOWS.

Subscribed and sworn before me

This ____ day of _____, 20____

Signature of Bidder

(Notary Public)

My Commission expires

_____, 20____

Typed or Printed Name

*******STATEMENT OF COMPLIANCE*******

The following information must be supplied and the statements notarized and witnessed by a licensed Notary Public.

1. The specifications, as presented herein, have been strictly adhered to. 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 proposal.
3. All equipment/products/services are Year 2022 compliant.

"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 proposal in order to present the proposal in a more favorable position."

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

BIDDER:

Print Name _____

(SEAL)

(Notary Public)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, 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, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

EXHIBIT A (Cont)

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

[http:// www.state.nj.us/treasury/contract_compliance](http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**Township of Lawrence
County of Mercer
State of New Jersey**

**EXHIBIT 1
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27. Within seven days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Finance Department:

1. Does this contract have the potential of having a dollar value of \$25,000 or better?

- Yes (complete #2)
 No (no further documentation is required)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

- Yes (submit copy)
 No (complete "a" below)

a. Does your firm have a NJ Certificate of Employee Information Report?

- Yes (submit copy)
 No (complete "b" below)

b. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report (Form AA-302) must be filed. Contact the Lawrence Township Finance Office at 609-844-7005 for this form.

3. Are you a minority-owned business?

- Yes
 No

The undersigned bidder certifies that he is aware of the commitment to comply with the requirements N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 and agrees to furnish the required documentation pursuant to the law.

Company: _____ Date: _____

Signature: _____ Title: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Mercer

I, _____ residing in _____, in the County of _____,
(name of affiant) (municipality)
in the County of _____, in the State of _____ of full age, being duly sworn
according to law on my oath depose and say that:

I am _____ in the firm of _____ the provider has not,
directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any
action in restraint of free, competitive bidding in connection with the above named project, and that all
statements contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the _____ relies upon the truth of the statements
contained in said proposal and in the statements contained in this affidavit in awarding the contract for
the project.

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

Subscribed and before me
this ____ day of _____, 20__

(Notary Public)

My Commission expires
_____, 20__

Signature of Affiant

Type or Printed name/Title

STOCKHOLDER DISCLOSURE CERTIFICATION

Please check appropriate boxes below and sign below. This statement must be included with bid submission.

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

- I certify that no one stockholder owns ten percent or more of the issued and outstanding stock of the undersigned.

- | | | |
|--|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Subchapter S Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership | |
| <input type="checkbox"/> Limited Liability Corporation | | <input type="checkbox"/> Limited Liability Partnership |

Stockholders:

Name/Address: _____

Name/Address: _____

Name/Address: _____

Name/Address: _____

Name/Address: _____

Name/Address: _____

Subscribed and sworn before me
this ____ day of _____ 20__

(Notary Public)

Signature of Affiant

My Commission expires
_____ 20__

Typed or Printed Name/Title
(affix corporate seal if applicable)

CONFLICT OF INTEREST

STATE OF NEW JERSEY, LAWS OF 1977, CHAPTER 33, ASSEMBLY NO. 22

No corporation or partnership shall be awarded by any contract, nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the state or any county, municipality or school district, or any subsidiary or agency of the state, or of any county, municipality or school district, or by any authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, "of said corporation or said partnership," there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock, of any class or of all individual partners in the partnership who own a ten percent or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent or more of that corporation's stock, or the individual partners owning ten percent or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent ownership criteria established in this act, has been listed.

4. **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Part 1

CERTIFICATION

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged 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>

Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT
ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

Entity Name _____

Relationship to Vendor/Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Vendor/Bidder Contact Name _____

Vendor/Bidder Contact Phone _____

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the forgoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Township of Lawrence
County of Mercer, State of New Jersey

BID DOCUMENT SUBMISSION CHECKLIST

The items listed below (INCLUDING THIS CHECKLIST) must be submitted with this bid package and acknowledged by the bidder. **THE FAILURE TO SUBMIT THESE MANDATORY DOCUMENTS WITH THE BID SHALL BE DEEMED A NON-CURABLE DEFECT.**

<u>Item</u>	<u>Required In Bid Package</u>	<u>Bidder's Initials</u>
Bid Document Submission Checklist <i>(properly Initialed)</i>	<u> X </u>	<u> </u>
Bid Proposal Form <i>(signed & notarized)</i>	<u> X </u>	<u> </u>
Bid Bond	<u> </u>	<u> </u>
Statement of Compliance <i>(signed & notarized)</i>	<u> X </u>	<u> </u>
Affirmative Action	<u> X </u>	<u> </u>
Non-Collusion Affidavit <i>(signed & notarized)</i>	<u> X </u>	<u> </u>
Stockholder Disclosure <i>(signed & notarized)</i>	<u> X </u>	<u> </u>
NJ Business Registration	<u> X </u>	<u> </u>
Public Works Contractor Registration	<u> X </u>	<u> </u>
Consent of Surety	<u> </u>	<u> </u>
Statement of Qualifications	<u> </u>	<u> </u>
Subcontractor Listing <i>(if applicable)</i>	<u> X </u>	<u> </u>
Acknowledgement of Addendum and/or Clarification <i>(if applicable)</i>	<u> X </u>	<u> </u>
Other: List of Equipment being Furnished	<u> X </u>	<u> </u>
Disclosure of Investment Activities In Iran	<u> X </u>	<u> </u>