TOWNSHIP OF HARDING

MORRIS COUNTY, NEW JERSEY

BID SPECIFICATIONS

FOR

SNOW REMOVAL AND ICE CONTROL SERVICES

FOR

THE FARM AT HARDING AND THE GATEHOUSE

Receipt and opening of Bids:

Wednesday, October 3, 2012 – 10:00 A.M.

TOWNSHIP HALL
21 BLUE MILL ROAD
NEW VERNON, NEW JERSEY

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TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY

NOTICE TO BIDDERS

SNOW REMOVAL AND ICE CONTROL SERVICES

NOTICE is hereby given that, sealed bid proposals for a service contract for Snow Removal and Ice Control Services at The Farm at Harding, the Township of Harding's affordable housing development, located on MacDougall Lane, and The Gatehouse, located at 110 Harter Road, both in the Township of Harding, commencing on October 15, 2012, and terminating on April 30, 2013 will be received by the Township Administrator, Gail W. McKane, at the Harding Township Municipal Building, 21 Blue Mill Road, New Vernon, New Jersey on Wednesday, October 3, 2012 at 10:00 A.M., prevailing time, at which place and time all bid proposals received will be opened and read aloud.

The specifications for the subject service, instructions to bidders, general conditions, contract form, performance bond form, bid proposal form and other bidding documents are available at the office of the Township Clerk in the Township Municipal Building, 21 Blue Mill Road, New Vernon, NJ 07976, between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday and on the Township's website www.hardingnj.org.

Each bid proposal must be enclosed in a sealed envelope bearing the name and address of the bidder and designation of the contract on the outside, addressed to the Township Administrator, Township of Harding, Morris County, New Jersey. Bid proposals shall be submitted at the place and time scheduled for the opening of proposals provided; however, a bid proposal may be submitted by mail or other delivery if placed in a sealed envelope marked as herein above provided and mailed or otherwise delivered to Ms. Gail W. McKane, Custodian of Bids, Township of Harding Municipal Building, 21 Blue Mill Road, New Vernon, New Jersey 07976, in which case the delivery of the sealed bid proposal envelope to the Custodian of Bids prior to the time for the opening of the bid proposals is the responsibility of the bidder.

Bid proposals shall be prepared and submitted on the forms provided and in a manner required by the instructions to bidders. Each bid proposal must be accompanied by a certified check, cashier's check or a bid bond in an amount of Three Thousand ($3,000.00) Dollars to guarantee that the bidder to whom a contract may be awarded will execute the contract. Each bid proposal must include a consent of surety from a surety company stating that the surety company will provide the bidder with the required performance bond if the contract is awarded to the bidder. Other documents specified in the instructions to bidders and in the checklist required to accompany each bid proposal must also be completed and submitted.

The successful bidder shall be required to furnish a Performance Bond in the amount of Thirty Thousand ($30,000.00) Dollars to cover all provisions in the specifications.

Bidders are advised that the provisions of any contract will require compliance with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (affirmative action respecting employment).

The Township reserves the right to determine which contract will be awarded and the right to reject any or all bids and to waive any informality in any bid, all as permitted or required by law.

Gail W. McKane
Township Administrator
Township of Harding

September 18, 2012

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

The Township of Harding in the County of Morris (the "Township") is soliciting bid proposals from contractors interested in providing Snow Removal and Ice Control Services for The Farm at Harding, the Township's affordable housing complex, located at MacDougall Lane, and The Gatehouse, located at 110 Harter Road, both in Harding Township, commencing on October 15, 2012, and ending on April 30, 2013, in accordance with the terms of these Bid Specifications.

1.2. CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the *Observer Tribune* and in the *Star Ledger*.

1.3. BID OPENING; BID SUBMISSION

All bid proposals will be publicly opened and read by the Township Administrator at 10:00 A.M. Wednesday, October 3, 2012, at the Township Municipal Building, 21 Blue Mill Road, New Vernon, New Jersey 07976. Bids must be delivered by hand or by mail to the Township Administrator no later than 10:00 A.M. Wednesday, October 3, 2012. All bid proposals will be date and time stamped upon receipt. Each bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4. DOCUMENTS TO BE SUBMITTED WITH BID PROPOSAL

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. Affidavit and Questionnaire setting forth experience and qualifications. Section 6.2

2. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of Three Thousand ($3,000.00) Dollars; payable to the Township of Harding. Section 6.3

3. Statement of Ownership. Section 6.4

4. Non-Collusion Affidavit. Section 6.5

5. Consent of Surety. Section 6.6

6. Affirmative Action Affidavit. Section 6.7

7. Bidder's Affidavit and Bid Proposal. Section 6.8

8. Business Registration Certificate. Section 6.9

9. Acknowledgement of Addenda Section 6.10

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

2. DEFINITIONS

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract.

"Bid specifications" means all documents requesting bid proposals for snow removal and ice control services contained herein.

“Business Registration Certificate” shall mean proof of business registration in accordance with the requirements of N.J.S.A. 52:32-44.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the successful bidder and the Township and shall include the bid proposal and the bid specifications.

"Contract administrator" is the Harding Township Administrator who is authorized by the Township to procure and administer contracts for snow removal and ice control services.

"Contractor" means the lowest responsible bidder to whom award of the contract shall be made.

"Governing body" means the Harding Township Committee.

"Legal newspaper" means the Star Ledger.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

"Service area" means the The Farm at Harding, located at MacDougall Lane, and The Gatehouse, located at 110 Harter Road, both in the Township of Harding.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

A. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Notice to Bidders must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Township in the advertisement for bids.

B. Each bidder shall sign, where applicable, all bid submissions, as follows:

1. For a corporation, by a principal executive officer;

2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or

3. A duly authorized representative if:

   a. The authorization is made in writing by a person described in sections 1 and 2 above; and

   b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

3.2. BID GUARANTEE

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township in the amount Three Thousand ($3,000.00) Dollars must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Township.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Bid Proposal or in any of the documents required to be submitted as part of the Bid Proposal shall result in the rejection of the Bid Proposal by the Harding Township Committee.

3.4. QUESTIONS REGARDING BID DOCUMENTS

These Bid Documents are intended to meet the requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. Such requirements shall be controlling with respect to bidding for, award of and performance of a contract even though all of such requirements may not be set forth in these Bid Documents. Such requirements shall also be controlling in the event of any conflict between such requirements and these Bid Documents.

No interpretation of these Bid Documents or any provision will be given to any bidder orally. Any question must be in writing addressed to the Township Administrator, Township of Harding, Township Municipal Building, P.O. Box 666, New Vernon, New Jersey 07976, which request must be delivered (or received by fax transmission at 973-267-6221) no later than 4:00 P.M. on September 26, 2012. If available, a fax number for response should be provided with the request. Any written interpretation of the Bid Documents will be deemed an addendum, and notice of such addendum shall be published in the Daily Record, on the Township's website (www.hardingnj.org) and sent to each prospective bidder that received a bid package, in accordance with the provisions of N.J.S.A. 40A:11-23c(1).

Any prospective bidder who wishes to challenge the bid specifications shall file such challenges in writing with the Township Administrator not later than 4:00 P.M. on September 28, 2012, three (3) business days prior to the scheduled opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Township or the award of the contract, in accordance with the provisions of N.J.S.A. 40A:11-13.

3.5. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract, including but not limited to N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34.

Submission of a bid proposal serves as the bidder's representation that it has read and understands the bid specifications and that it has duly considered information contained therein in the course of preparing its bid proposal. Moreover, submission of

the bid proposal serves as the bidder's representation that if awarded the contract, the successful bidder will not make any claims for, or have any right to, any concessions or damages because of a lack of understanding of the bid specifications or lack of information concerning the same.

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

3.7. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township agrees to the assignment or other disposition.

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Harding Township Committee shall award the contract or reject all bids within the time specified in the notice to bidders, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Harding Township Committee's decision, in writing, by certified mail.

B. The contract will be awarded to the bidder whose aggregate bid price is the lowest responsible bid.

C. The Harding Township Committee reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Harding Township Committee rejects all bids, the Township shall publish a notice of rebid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the contract, the Township shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the insurance certificate, and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Township to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Township shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4. PERFORMANCE BOND

The Contractor shall provide a Performance Bond issued by a Surety in an amount equal to Thirty Thousand ($30,000.00) Dollars, which bond shall guarantee performance during the term of the Contract. The successful bidder shall deliver the Performance Bond to the Township Administrator prior to or concurrent with the delivery of the executed Contract.

Failure to deliver the initial Performance Bond as herein required shall entitle the Township to declare the Bid Proposal forfeited and to retain the Bidder's Bid Guarantee. In such event the Township may award the Contract to the next lowest responsible bidder or terminate the bid process and re-bid the Contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

A. If awarded a contract, the successful bidder 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, et seq.

B. Within seven (7) days after receipt of notification of the Harding Township Committee's intent to award any contract the contractor must submit one of the following to the contracting unit:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.

2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.

3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

C. If the Contractor does not submit the affirmative action document within the required time period the Township may extend the deadline by a maximum of fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Township to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. The corrected amount shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be corrected and adjusted, if necessary, in accordance with this Section. If any, then the Harding Township Committee may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1. SCOPE OF WORK

The work under the Contract consists of furnishing all labor, materials, equipment and transportation for, or incidental to, the proper completion of work more fully described herein:

Bid Item 1: Ice Control Application Only

Includes application of ice control materials to all paved surfaces, walkways, porches, and dumpster pad/access. Sodium Chloride shall only be permitted on paved surfaces. Calcium chloride or magnesium chloride must be applied by hand on all other specified surfaces. The application rate shall be sufficient to melt any residual frozen precipitation and make all surfaces safe and passable for cars and pedestrians.

Bid Item 2: Snow Removal followed by Ice Control Application

Includes plowing of accumulated snow from roadways, shoveling of walkways and porches, and related snow removal work (hydrants, dumpster pads, etc.) followed by the application of ice control materials to all paved surfaces, walkways, porches, and dumpster pad/access. Calcium chloride or magnesium chloride must be applied by hand on all other specified surfaces. The application rate shall be sufficient to melt any residual frozen precipitation and make all surfaces safe and passable for cars and pedestrians.

5.2. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform all snow removal and ice control of the parking lot and sidewalk/porch areas at The Farm at Harding development and The Gatehouse property for each snow storm/ice storm during the course of the contract.

5.3. PLOWING/REMOVAL CRITERIA

The following performance requirements shall be used to determine when the contractor shall complete the specified bid items. Accumulation amounts noted herein refer to the amount of accumulation that has occurred on the sidewalks or pavement since the contractor was last on site.

A. If snow has accumulated more than one-half inch but less than one-inch by 7:00 AM, the contractor must be on site at 7:00 AM and complete Bid Item 1. If more than one-inch of snow is present at 7:00 AM, then the contractor must be on site at 7:00 AM and complete Bid Item 2.

B. If snow has accumulated more than one-half inch but less than one-inch by 4:00 PM, the contractor must be on site at 4:00 PM and complete Bid Item 1. If more

than one-inch of snow is present at 4:00 PM, then the contractor must be on site at 4:00 PM and complete Bid Item 2.

C. Between the hours of 7:00 AM and 4:00 PM, the contractor shall complete Bid Item 2 only after 2-inches or more of snow has accumulated. The Contractor shall not permit more than 3-inches of snow to accumulate during these hours.

D. Between the hours of 4:00 PM and 7:00 AM, the contractor shall complete Bid Item 2 only after 3-inches of snow have accumulated. The Contractor shall not permit more than 4-inches of snow to accumulate during these hours.

E. Within two hours of the end of a storm event, if snow has accumulated on site more than one-half inch but less than one-inch, the contractor must be on site and complete Bid Item 1. If more than one-inch of snow is present, then the contractor must be on site and complete Bid Item 2.

F. In the event of icing, the contractor shall complete Bid Item 1 if and when directed by the Property Manager or the DPW Superintendent. The contractor must be on site within one hour of being notified.

G. Performance requirements A and B shall supersede requirements C and D, respectively.

5.4. OTHER REQUIREMENTS

A. Snow piles are <u>not</u> permitted in the fire lane at The Farm at Harding or The Gatehouse. Fire hydrants must be hand cleared for a three (3) foot radius and a three (3) foot wide path to the curb.

B. Contractor shall not pile snow higher than three (3) feet that would obscure driver sight lines.

C. If conditions prevail which make snow plowing and/or snow removal above and beyond normal procedures, Contractor will contact Owner/DPW Superintendent to review alternatives.

D. Contractor will let its presence be known to Owner/DPW Superintendent prior to and upon completion of any work that needs to be performed.

E. After completion of the storm event, Contractor will provide a written report to Owner's representative. Report shall record each visit and the service performed (Bid Item 1 or 2). It shall also include a summary of manpower, equipment, date and time, total accumulation per visit and total material used. Contractor invoices will be processed only upon receipt of report(s).

F. Snow stakes shall be responsibility of Contractor. All curb lines, storm drains and fire hydrants shall be marked with stakes to enable plow operators to identify these

areas while plowing snow. Snow stakes shall be installed in early November and removed by the first week of April. Replacement of stakes during the season shall be the responsibility of contractor.

G. Contractor is responsible for repairing any physical damage caused by plows, equipment or personnel within one (1) week.

H. The Contractor shall not leave vehicles or equipment at the site.

5.5. GENERAL

Every bidder should carefully review all of the provisions of these Bid Specifications before preparing a bid for the Contract. Every bidder should also be familiar with the extent of the work to be performed.

Furthermore, in the Notice to Bidders and in these Bid Specifications, the Township has reserved the right to reject any or all bids and to waive any informality in any bid as permitted by law.

Any bidder submitting a bid for the Contract shall submit bids for both ice control and/or snow removal occurrence. Note that the bid will be weighted so that the cost of ice removal shall be one third the cost of ice and snow removal together.

5.6. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Township with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. The Contractor must provide Owner and Management cell phone or means of communication twenty-four (24) hours per day during term of contract.

5.7. COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Superintendent of Public Works within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Township.

B. The Contractor shall submit a copy of all complaints received and the action taken to the Township.

5.8. SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the Contract. The Contractor shall be subject to the Liquidated Damage clause herein contained (Section 5.16) for breach hereof.

5.9. INVOICE AND PAYMENT PROCEDURE

A. During the term of the Contract during which the Contractor has provided services, the contractor will submit an invoice to the Township together with a properly executed voucher on or before the first of the month.

B. The Township shall process all invoices received by the 1st of the month for payment at the next Regular Township Committee meeting. The Township will not be obligated to pay a defective invoice until the defect is cured by the Contractor. Once the corrected invoice has been received, the Township shall process invoice for payment in the timeframe described.

5.10. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Township shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated.

5.11. SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who is speaks and understands English, who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Township Administrator, in writing, of any changes.

5.12. INSURANCE REQUIREMENTS

The Contractor's coverage shall be comprehensive general and contractual liability insurance, comprehensive automobile liability insurance and workers' compensation insurance with limits not less than the following:

1. For workers' compensation, unlimited coverage and in accordance with New Jersey statutes for employer's liability.

2. For comprehensive general and contractual liability insurance coverage, the policies shall include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the Contract, bodily injury liability limits of $1,000,000 each person and property damage limits of $3,000,000 each occurrence; and

3. For comprehensive automobile liability insurance, bodily injury liability limits of $500,000 each person and $1,000,000 each occurrence, and property damage liability limits of $1,000,000 each occurrence.

The Contractor's insurance shall name the Township as an Additional Named Insured on the comprehensive general contractual liability, automobile liability and umbrella policies indemnifying the Township with respect to the Contractor's actions pursuant to the Contract.

Each insurance policy shall contain a provision stating that neither the insured nor the insurer may cancel, materially change or refuse renewal of any insurance coverage without 30 days prior written notice to the Township Administrator.

Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the Township. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

5.13. CERTIFICATES

Upon notification by the Township, the lowest responsible bidder shall supply to the Township Administrator, within five (5) days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

In the event that during the term of the Contract any insurance company named in a certificate of insurance ceases to do business in New Jersey, is declared insolvent or becomes the subject of rehabilitation, the Contractor shall provide substitute insurance coverage meeting the requirements of Section 5.12 within ten (10) calendar days of the receipt of a request therefor by the Township.

5.14. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Township, its officers, employees and representatives, from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or form 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 or damage to persons or property.

5.15. CONTRACTOR TO REPORT ACCIDENTS

Unless occurring in the presence of a Township representative, the Contractor shall report to the Township Administrator any of the following:

1. Any accident involving any equipment or vehicle of the Contractor which occurs within the Township during the performance of work under the Contract.

2. Any damage to personal or real property which occurs within the Township during and as a result of the performance of work under the Contract.

The report by the Contractor shall be in writing and shall be delivered to the Township Administrator in the Township Hall within forty-eight (48) hours after the occurrence, Saturdays, Sundays and holidays excepted. The report shall describe the occurrence, identify all persons, equipment, vehicles and property involved, and state the names of witnesses.

5.16. LIQUIDATED DAMAGES

The orderly and proper snow removal and ice control at The Farm at Harding and the Gatehouse is of importance to the Township and its residents. Inasmuch as it is difficult to calculate the actual damage resulting to the Township and its residents from failure to comply with the Contract requirements, the following liquidated damages, to be deducted from monthly payments otherwise due to the Contractor, may be invoked by the Township Administrator in the event of failures of the Contractor to comply with requirements of the Contract:

Failure to comply with any other term or condition of the applicable Specifications or Contract Documents - $25.00 per occasion or per day.

The foregoing shall not be considered as being in lieu of any other remedies which the Township may have for failure of the Contractor to undertake, carry on and complete its work in accordance with the applicable Specifications and Contract Documents.

5.17. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read the Americans With Disabilities Act language that is included as Attachment 2 of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Township harmless.

5.18 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION ENFORCEMENT COMMISSION (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year $50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

6. BID DOCUMENTS

6.1. BID DOCUMENTS CHECKLIST

____ Affidavit and Statement of bidder's qualifications, experience and financial ability.

____ A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Township of Harding.

____ Statement of Ownership.

____ Non-Collusion Affidavit.

____ Consent of Surety.

____ Affirmative Action Affidavit

____ Bid Proposal and Bidder's Affidavit

____ Copy of New Jersey Business Registration Certificate

____ Acknowledgement of Addenda

_____ _____
Name of Firm or Individual Title

_____ _____
Signature Date

6.2. STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY : HARDING TOWNSHIP SNOW REMOVAL
COUNTY OF : SS: AND ICE CONTROL SERVICES CONTRACT

I, _____, am the _____[OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER] of the _____, and being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Harding Township Committee to award to _____ the contract for Snow Removal and Ice Control Services for The Farm at Harding and The Gatehouse in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the Township will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the Harding Township Committee may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Township, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Township with any information necessary to verify the answers given.

_____ _____
Name of Firm or Individual Title

_____ _____
Signature Date

Subscribed and sworn to before me
this day of , 2012.

_____
Notary Public of

My Commission expires _____, 20 .

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

QUESTIONNAIRE

This questionnaire must be filled out and submitted with and as part of the Bid Proposal for snow removal and ice control services at The Farm at Harding and The Gatehouse, for Harding Township. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?

2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.

3. Has the bidder failed to perform any contract awarded to it by the Harding Township Committee under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Harding Township Committee in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

6. List any government snow plowing services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.

(a) Name of contracting unit;

(b) Term of contract from to;

(c) Description of the scope of services;

(d) Name and telephone number of Contract Administrator or some other official in charge of contract oversight on behalf of the contracting unit.

7. List the name and address of three credit or bank references.

8. Additional remarks.

6.3. BID BOND AS BID GUARANTEE

[Not required if Consent of Surety and Bid Bond are included in the same document and submitted with the Bid Proposal.]

BID BOND AS BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS that for value received we, the undersigned, _____ as Principal, and _____ as Surety, are held and firmly bound unto the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, NEW JERSEY, in the sum of Three Thousand ($3,000.00) Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, the accompanying Bid, if a Contract for which the Bid is submitted shall be awarded to the Principal and the Principal shall execute a Contract with the TOWNSHIP OF HARDING and furnish a Performance Bond as required, then the within obligation shall be void and of no effect, otherwise to remain in full force and effect, in which event the Principal and/or surety shall pay to the TOWNSHIP OF HARDING the lesser of the following: (1) the sum of this bid guarantee or (2) the difference between the amount specified in the Principal's Bid which was accepted by the TOWNSHIP OF HARDING and the amount which the TOWNSHIP OF HARDING may be obligated to pay to the person to whom said Contract may afterwards be awarded.

IN WITNESS WHEREOF, the above parties have executed this Instrument under their respective seals this _____ day of _____, 20 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to proper authority.

Attest:

_____ _____(SEAL)
(Principal)

_____ _____ (SEAL)
(Surety)

6.4. STATEMENT OF OWNERSHIP

The undersigned Bidder is an individual _____
a corporation _____
a partnership _____

under the laws of the State of _____ having its principal office at _____with a telephone number of _____ at which the bidder can be reached during business hours on Monday through Friday during the period of the Contract.

Corporations and Partnerships

If the undersigned Bidder is a corporation or a partnership, set forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class or the names and addresses of all individual partners of the partnership who own a ten percent (10%) or greater interest therein.

If any stock holder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of the corporation's stock, or the individual partners owning a ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed.

The disclosure shall be continued until the names and addresses of every non-corporate stockholder and individual partner exceeding the ten percent (10%) ownership criteria has been listed.

This information is required to be furnished by the provisions of Chapter 33 of the New Jersey Public Laws of 1977 (N.J.S.A. 52:25-24.2).

Name	Address

(Attach an additional sheet if necessary)

Dated:

_____
(Bidder's Firm Name)

_____
(Authorized Signature)

SEAL

_____
(Name and Title)

6.5. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY : HARDING TOWNSHIP SNOW REMOVAL
COUNTY OF : SS: AND ICE CONTROL SERVICES CONTRACT

I,_____, of the City of _____ in the State (Commonwealth) 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 _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Harding Township Committee Signature rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

_____ _____
Name of Firm or Individual Title

_____ _____
Signature Date

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

_____
Notary Public of
My Commission expires , 20 .

6.6. CONSENT OF SURETY

FOR VALUE RECEIVED, the undersigned Surety consents and agrees that if Contract A shall be awarded by the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS to _____
(Bidder) on the basis of the accompanying Bid Proposal, the Surety will become bound as surety and guarantor for its faithful performance by said Bidder in accordance with the requirements of the Contract Documents, and if the Surety shall omit or refuse to execute the required Performance Bond the Surety shall pay to the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, the difference between the amount specified in the accompanying Bid Proposal and the amount which the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS may be obligated to pay to the person or firm to whom the Contract may afterwards be awarded for the performance of the Contract.

IN WITNESS WHEREOF, the Surety has caused these presents to be signed and attested by its duly authorized representative pursuant to proper authority on this _____ day of 20 .

_____
(Name of Surety)

By _____
Attorney-in-Fact
(statement of authority shall be attached)

6. 7. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY : HARDING TOWNSHIP SNOW REMOVAL
COUNTY OF : SS: AND ICE CONTROL SERVICES CONTRACT

I _____ of the Municipality of _____ in the State [Commonwealth] 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 _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of the Laws Against Discrimination set forth in Public Law 1975, Chapter 127 (N.J.S.A. 10:5-31 et seq.), and shall require all subcontractors to comply with the said Laws Against Discrimination.

This Affidavit is made with full knowledge that the State of New Jersey and the Township Committee of the Township of Harding, in the County of Morris, New Jersey will rely thereon in connection with awarding a contract for the above named project.

_____ _____
Name of Firm or Individual Title

_____ _____
Signature Date

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

_____
Notary Public of
My Commission expires , 20 .

6.8. BIDDERS' AFFIDAVIT AND BID PROPOSAL

CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES
AT THE FARM AT HARDING AND THE GATEHOUSE

BIDDER'S AFFIDAVIT

STATE OF NEW JERSEY : HARDING TOWNSHIP SNOW REMOVAL
:SS: AND ICE CONTROL SERVICES
COUNTY OF :

_____, being of full age and being duly sworn upon his/her oath, deposes and says:

1. I reside at _____

2. I am _____ of the firm of _____

_____
(Name of Bidder)

3. I am the person who signed the completed Bid Proposal submitted herewith for the above-named Contract. I was duly authorized to execute such Bid Proposal and it constitutes a true offer of the Bidder.

4. I am familiar with all of the documents being submitted by the above-named bidder as a Proposal for the above-named Contract. All of the statements and declarations contained in such documents are true and correct to be best of my knowledge and belief.

5. I make this Affidavit knowing that the State of New Jersey and the Township of Harding will rely upon the statements made in this Affidavit and in the Bid Proposal for purposes of Contract award.

_____
(Signature of Affiant)

Sworn and subscribed to before me
this __ day of _____, 20 .

_____

Notary Public of the State of New Jersey
My Commission expires _____

TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY

CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES
AT THE FARM AT HARDING AND THE GATEHOUSE

BID PROPOSAL

TO: THE TOWNSHIP COMMITTEE
TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS

THE UNDERSIGNED, as Bidder, declares that the only persons or parties interested in this Bid as Principal are those persons or parties hereinafter named: that this Bid is in all respects fair and without collusion or fraud; that the undersigned has carefully examined the BID SPECIFICATIONS, and proposed Contract as well as all other contract documents; that the undersigned is familiar with the conditions relating to the required performance of work under the Contract; that the undersigned proposes and agrees that if its Bid is accepted, the undersigned will contract with the Township of Harding, in the County of Morris, New Jersey in the form of the annexed proposed Contract to provide all the labor, equipment and services necessary for the proper performance of the Contract in accordance with its terms; that the undersigned understands that any Contract that may be awarded will be awarded to the lowest responsible bidder for the Contract; and that the undersigned will take in full payment for the performance of the Contract the prices hereinafter entered by the undersigned Bidder on the next page.

This Bid is for a Contract commencing on October 15, 2012, and terminating on April 30, 2013.

(a) Per Item Bid

For all labor, equipment, materials and services for Snow Removal and Ice Control Services at The Farm at Harding development and The Gatehouse property **AS DESCRIBED HEREIN.**

All of the foregoing during the period commencing on OCTOBER 15, 2012, THROUGH APRIL 30, 2013:

Bid Item No.	Estimated Quantity of Applications	Description of Item and Unit Price Per Application (In Words)	Unit Price Per Application (In Figures)	Computed Total (In Figures)
1	**10**	**Ice Control Application Only**		
		_____ Dollars		
		_____ Cents	$ _____	$ _____
2	**30**	**Snow Removal Followed by Ice Control Application**		
		_____ Dollars		
		_____ Cents	$ _____	$ _____

<u>TOTAL BID PRICE – SUM OF ITEMS 1 AND 2</u>

(To Be Written In Words) **(In Figures)**

_____ **Dollars**

_____ **Cents** **$** _____

_____
Bidder's Name

_____
Authorized Signature

_____
Printed Name and Title

The bid will be awarded to the responsive and responsible bidder that submits the lowest total bid price (the sum of Bid Items 1 and 2). Quantities noted above are only estimates and payment shall be based on actual services provided during the course of the contract.

6.9. CERTIFICATE OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder submit proof of business registration with the bid proposal. A Business Registration Certificate may be obtained from the New Jersey Division of Revenue. Information on obtaining a Business Registration Certificate is available on the Internet at www.nj.gov/njbgs or by telephone at (609) 292-1730. Any bid submitted without a Business Registration Certificate shall be rejected.

Attach Business Registration Certificate hereto.

6.10 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received**:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

7. CONTRACT DOCUMENTS

7.1. CONTRACT

Contract Period: October 15, 2012, through April 30, 2013

TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY

CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES AT
THE FARM AT HARDING DEVELOPMENT AND THE GATEHOUSE PROPERTY

THIS AGREEMENT made this __ day of _____ 2012, between the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, a municipal corporation of the State of New Jersey (hereinafter referred to as the Township) and _____ (hereinafter referred to as the Contractor).

WITNESSETH:

In consideration of the mutual covenants and obligations of the parties hereto and the payments to be made by the Township to the Contractor as hereinafter provided and the work to be performed by the Contractor, the parties hereto hereby agree to and with each other as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and the following documents: Notice to Bidders, Bid Specifications 1.1 through 7.3, Bid Proposal submitted by the Contractor, including all the required accompanying documents.

ARTICLE II

PERFORMANCE OF WORK

The Contractor shall provide all of the labor, materials and equipment and perform all of the work required for the performance of the Contract in accordance with the Contract Documents.

ARTICLE III

AFFIRMATIVE ACTION

The Contractor shall comply with the requirements of Chapter 127 of the Laws of New Jersey of 1975, N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 regarding an affirmative action program for employment opportunity, all as set forth in the Contract Documents, and in Attachment No. 1 to this Contract.

ARTICLE IV

COMPENSATION FOR PERFORMANCE OF WORK

The lump sum amount due the Contractor for the performance of each snow and ice clearing event under this Contract.

ARTICLE V

PAYMENTS TO CONTRACTOR

The Township shall pay the Contractor monthly for the performance of the work such amounts as shall be calculated to be due to the Contractor, all in accordance with the Contract Documents.

ARTICLE VI

TERM OF CONTRACT

The term of this Contract shall commence on October 15, 2012, and, unless otherwise terminated in accordance with provisions of the Contract Documents, shall terminate on April 30, 2013, during which period the Contractor shall perform all of the services required in accordance with the Contract Documents. This Contract is subject to and conditioned upon the availability and appropriation by the Township in 2012 and 2013 of sufficient funds necessary for payments to the Contractor in the amounts required by the Contract Documents.

ARTICLE VII

MISCELLANEOUS PROVISIONS

This Agreement, as set forth herein and in the Bid Specifications and the Bid Documents submitted by the Contractor, constitutes the entire agreement between the Township and the Contractor, and its terms shall not be varied by any employee or agent of the Township or the Contractor. This Agreement shall be binding upon the heirs, administrators, successors of the parties hereto.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the Township and the Contractor have hereunto placed their hands and seals or caused these presents to be executed by their duly authorized officers and caused their corporate seals to be affixed hereto on the day and year first above written, in duplicate.

Attest: TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS

_____By_____

Gail W. McKane, Township Clerk Marshall Bartlett, Mayor

[SEAL]

Attest: By_____

_____ _____

(Title)

[SEAL]

[The Contract shall be acknowledged by the Contractor and the Township]

ATTACHMENT NO. 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

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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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
- Employee Information Report Form AA302 (electronically provided by the Division of Purchase & Property and distributed to the public agency through the Division's website at 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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

ATTACHMENT NO. 2
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Harding (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commended pursuant to this Act. The contractor shall indemnify, protect and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations

assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

7.2. PERFORMANCE BOND FORM

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we

_____, Principal, and

_____ Surety, are held

and firmly bound unto the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, a municipal corporation of the State of New Jersey, as

Obligee, in the penal sum of Thirty Thousand ($30,000.00) Dollars

lawful money of the United States of America, to be paid to the TOWNSHIP OF HARDING IN THE COUNTY OF MORRIS, for which payment well and truly to be made we hereby jointly and severally bind ourselves and our respective successors, heirs, executors, administrators and assigns

Signed this _____ day of _____, 2012.

The condition of this obligation is such that whereas the above-named Principal did enter into a certain Contract with the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS dated the _____ day of _____, 2012 and designated as

CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES AT
THE FARM AT HARDING DEVELOPMENT AND THE GATEHOUSE PROPERTY

which said Contract is for a term commencing on October 15, 2012, and terminating on April 30, 2013, and which said Contract is made a part hereof as though fully set forth herein.

Now, if, with respect to the above-mentioned Contract from October 15, 20121, through April 30, 2013, the above-named Principal shall well and faithfully do and perform all the things agreed by the above-named Principal to be done and performed under said Contract according to the terms, covenants and conditions thereof, all and singular, and if the above-named Principal shall pay all lawful claims of subcontractors, material men, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies of teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, and if the above-named Principal shall satisfy any and all claims against the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS howsoever originating under said Contract and shall fully indemnify and save harmless the TOWNSHIP OF

HARDING IN THE COUNTY OF MORRIS from any and all cost, loss, damage and expenses, including legal expenses, which the, TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS may suffer by reason of the failure of said Principal to do any of the foregoing, we agreeing and asserting that this undertaking shall be for the benefit of any subcontractor, material man, laborer, person, firm or corporation having a just claim as well as the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, as Obligee then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligations as herein stated.

The said Surety hereby stipulates and agrees that no changes, alterations, modifications, omissions or additions in or to the terms of the said Contract, or in or to the plans or specifications therefor or any extension of time for the performance of any work covered thereby shall in any way affect the obligation of said Surety on this Bond, and the Surety does hereby waive, notice of any and all such changes, alterations, modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor and of any and all such extensions of time for the performance of any of the work covered thereby.

_____
Principal

Attest: By _____
Title

_____

[SEAL]

_____
Surety

By _____
Attorney-in-Fact

[If the Contractor is a corporation, a principal executive officer must execute the Performance Bond]

[If Contractor is a partnership, all general partners must execute the Performance Bond]

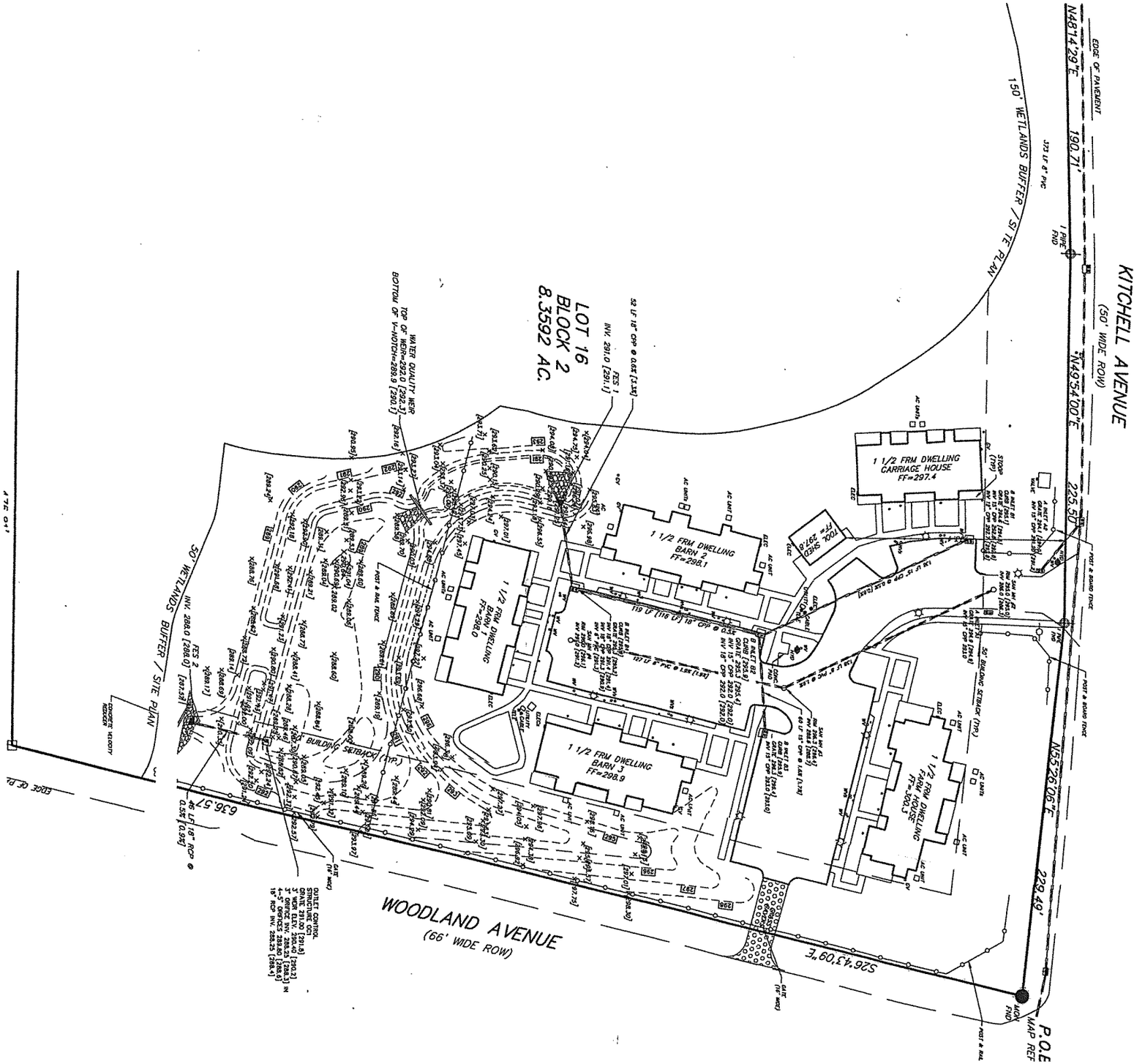
[Execution shall be acknowledged by the Principal]

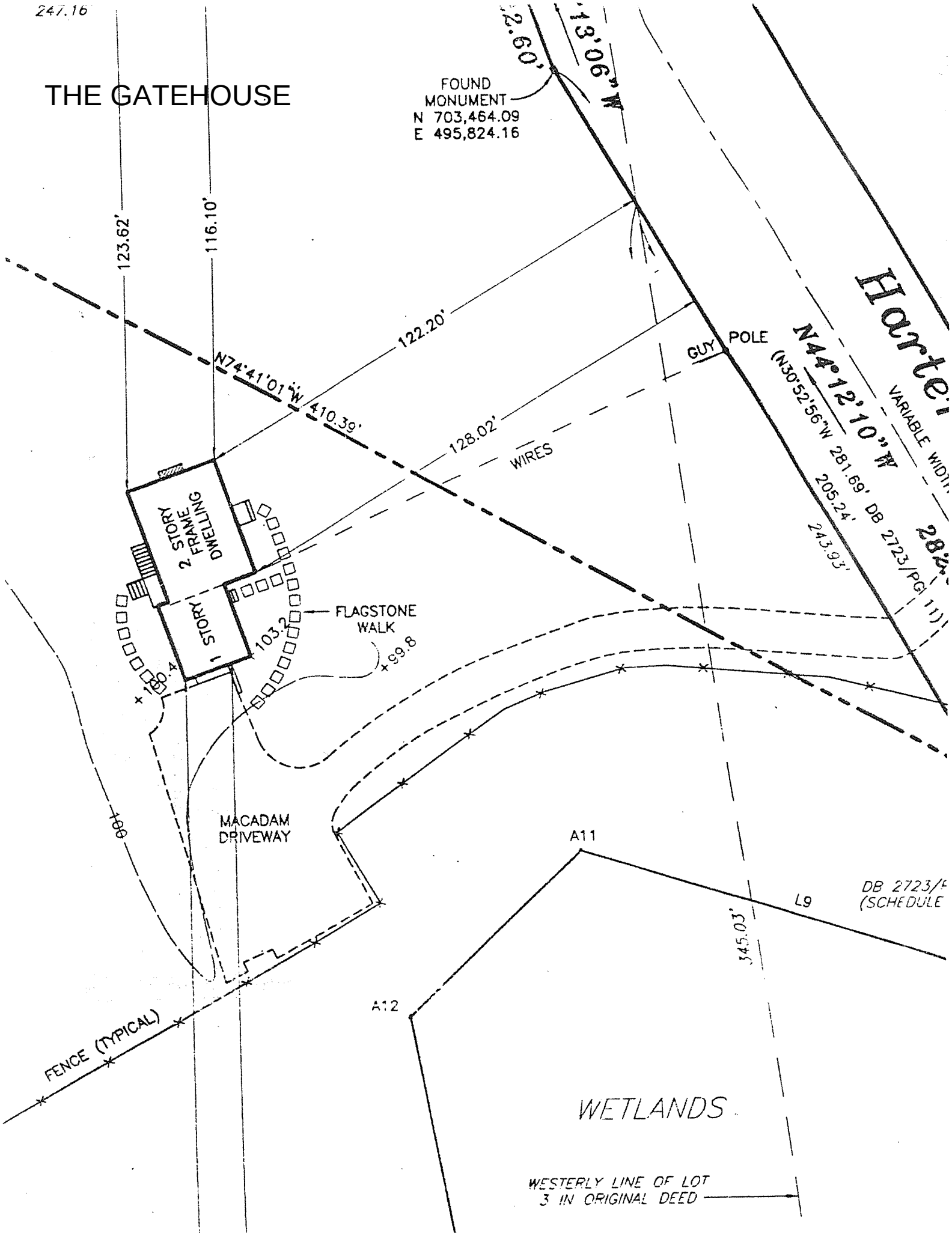
[Authority of the Attorney-in-Fact for the Surety must be provided]

7.3. CERTIFICATES OF INSURANCE

[BIDDER TO SUPPLY]

THE FARM AT HARDING




247.16
THE GATEHOUSE
FOUND MONUMENT
N 703,464.09
E 495,824.16
2.60'
13'06" W
123.62'
116.10'
122.20'
N74°41'01" W
410.39'
128.02'
WIRES
GUY
POLE
N44°12'10" W
(N30°52'56" W 281.69' DB 2723/PG
205.24'
243.93'
VARIABLE WIDT
2 STORY FRAME DWELLING
1 STORY
103.2
FLAGSTONE WALK
99.8
100.4
MACADAM DRIVEWAY
A11
L9
DB 2723/
(SCHEDULE
345.03'
A12
FENCE (TYPICAL)
WETLANDS
WESTERLY LINE OF LOT 3 IN ORIGINAL DEED