COLTS NECK TOWNSHIP

PROPOSAL FOR:

FURNISHING AND DELIVERING OF

LEAF COLLECTION SERVICES
FOR THE
DEPARTMENT OF PUBLIC WORKS
OF COLTS NECK TOWNSHIP

OCTOBER 26, 2020 THROUGH JANUARY 17, 2022

BID OPENING

Date: ***Wednesday, September 23, 2020***
Time: ***10:00 A.M.***
Location: ***Meeting Room, Town Hall, 124 Cedar Drive, Colts Neck, NJ 07722***

NOTICE TO BIDDERS

Sealed bid proposals will be received by Colts Neck Township Department of Public Works, in the Meeting Room at Town Hall, 124 Cedar Drive, Colts Neck, NJ 07722, on **Wednesday, September 23, 2020 at 10:00 a.m.** prevailing time, and then publicly opened and read aloud for the following service to be provided:

"Furnishing and Delivering of Leaf Collection Services for Zones 1, 2, 3 and 4 for the Department of Public Works of Colts Neck Township October 26, 2020 through January 17, 2022"

The work of the contract shall consist of providing for the collection of leaves in accordance with the Township's Leaf Collection Ordinance, with transportation of the said leaves to locations, as specified and described in the bid documents. Upon mutual consent of both parties, the Township will consider extending this contract for the same period of time for an additional year beyond the term stated.

Specifications and bid forms may be obtained by mail from the Municipal Clerk, 124 Cedar Drive, Colts Neck, NJ 07722. Documents may be examined or picked up in person between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Prospective bidders requesting bid documents be mailed to them shall be responsible for providing their own postage/delivery service remuneration.

Prices quoted must be net and exclusive of all federal, state and local sales and excise taxes. Bids may be submitted in person or by mail. Mailed bids shall be addressed to Trina Lindsey, Municipal Clerk, 124 Cedar Drive, Colts Neck, NJ 07722. The Township assumes no responsibility for loss or non-delivery of any bid to the bid opening location sent to it prior to the Bid opening.

The contractual obligation of Colts Neck Township under this Contract for the purchase of the listed services is contingent upon the availability of appropriate funds from which payment for this Contract can be made.

Each bid must be enclosed in a sealed envelope with the name of the bidder thereon and endorsed, **"Furnishing and Delivering of Leaf Collection Services for Zones 1, 2, 3 and 4 for the Department of Public Works of Colts Neck Township October 26, 2020 through January 17, 2022"** and must be accompanied by the following: a certified check, cashier's check, or Bid Bond (*Schedule B)*, drawn to the order of Colts Neck Township for $5,000; a Consent of Surety (*Schedule A*); a Corporation or Partnership Statement (*Schedule C*); a Non-Collusion Affidavit (*Schedule D*); a Statement of Responsibility (*Schedule E*); and the Disclose of Investment Activities in Iran (*Schedule I*). Any award or awards may be made at a later or subsequent time or meeting of the Township Committee. All required schedules, that is Schedule A, B, C, D, E, F, and I, are required to be submitted on the forms attached to the bid documents. No other forms will be accepted.

All contractors, their subcontractors, and material suppliers shall comply with all applicable provisions of the Contractor Business Registration Program, pursuant to Public Law 2004 Chapter 57. Evidence of satisfactory registration(s) shall be submitted at the time of the bid. All bids submitted shall contain a copy of the bidder's New Jersey Business Registration Certificate (BRC).

The successful bidder shall furnish and deliver to Colts Neck Township a performance and payment bond in the amount of 100 percent of the accepted bid amount as security for the faithful performance of the Contract. Additionally, the successful bidder shall furnish policies or Certificates of Insurance required by the Contract. In default thereof, said checks and/or bid bond and the amount represented thereby shall be forfeited to Colts Neck Township as liquidated damages, not as a penalty.

Proposals submitted by Bidders and/or Bidder's Insurance Company(ies) not chartered in the State of New Jersey, must be accompanied by proper certificate(s) from the Secretary of State, indicating that such Bidders, Bidder's Insurance Company(ies), and/or Surety Company(ies)'s is (are) authorized to do business in the State of New Jersey. Colts Neck Township reserves the right to reject any or all bids, to waive any informalities or to accept a bid which, in its judgment best serves the interest of the Township. No bids may be withdrawn for a period of sixty (60) days after the date and time set for the opening of bids.

"BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. A complete statement as to these requirements is included in the specifications."

By Order of the Township Administrator

BIDDERS CHECKLIST

FORMS TO BE SUBMITTED WITH SEALED BID PROPOSAL
THIS FORM MUST BE SUBMITTED WITH THE BID.
ALL SCHEDULES A, B, C, D AND E ARE REQUIRED TO BE COMPLETED AND SUBMITTED ON COLTS NECK TOWNSHIP FORMS ATTACHED TO THE BID DOCUMENTS.

Please Check and Initial each submitted item:

1. Consent of Surety *(Schedule A)* executed on the form included herein. □
2. Either a certified check, cashier's check, or bid bond *(Schedule B)* drawn to the order of Colts Neck Township for $5,000.00. □
3. Corporation or Partnership Statement *(Schedule C)*. □
4. Non-Collusion Affidavit *(Schedule D)*. □
5. Statement of Responsibility *(Schedule E)*. □
6. Certificate of Bidder Showing Ability to Perform Contract Pursuant to NJSA 40A:11-20.□
7. Proposal Form. □
8. W-9 □
9. Affirmative Action Requirements □
10. In the case of Bidder(s), Insurance Company(ies) and/or Surety Company(ies) not chartered in the State of New Jersey, the Proposal must be accompanied by proper certificate(s) from the Secretary of State, indicating that such individuals, partnerships, and/or corporation(s) is (are) authorized to do business in the State of New Jersey. □
11. Acknowledgment of Receipt of Changes to Bid Documents □
12. State of New Jersey Business Registration Certificate □
13. Certificate of Employee Information Report □
14. Two signed copies of the Contract/Agreement □

_____ _____

Date Company Name

_____

Authorized Signature

GENERAL CONDITIONS AND INSTRUCTIONS

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of Colts Neck Township to contract with a firm for Furnishing and Delivering of Leaf Collection Services for the Department of Public Works of Colts Neck Township in accordance with the Township Leaf Collection schedule, to be determined each year. Below is the 2020 schedule as an example.

ZONE 1	**- OCTOBER 26 THROUGH OCTOBER 30 - NOVEMBER 23 THROUGH NOVEMBER 27**
ZONE 2	**- NOVEMBER 2 THROUGH NOVEMBER 6 - NOVEMBER 27 THROUGH DECEMBER 4**
ZONE 3	**- NOVEMBER 9 THROUGH NOVEMBER 13 - DECEMBER 7 THROUGH DECEMBER 11**
ZONE 4	**- NOVEMBER 16 THROUGH NOVEMBER 20 - DECEMBER 14 THROUGH DECEMBER 18**
ZONES 1-4	**- DECEMBER 11 THROUGH DECEMBER 23**

Bidders shall be able to provide sufficient equipment, supervision, and labor to collect leaves from the streets and from atop curbs in all zones and transporting them to location(s) to be determined by the Township, with said location(s) to be no more than five (5) miles outside of the Township's borders. ("disposal location(s)").

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the bid as being non-responsive and not meeting specifications.

Plans and specifications may be reviewed and/or acquired at the Colts Neck Township Town Hall located at 124 Cedar Drive, Colts Neck, NJ 07722 between the hours of 8:30 am and 4:30 pm, Monday through Friday. Call (732) 462-5470 ext. 121

Prospective bidders shall be able to demonstrate a minimum of two (2) years of successfully collecting leaves for a municipality. References will be checked.

Sealed Proposals will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and publicly read aloud. No bids will be accepted beyond the time specified. The Township takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services.

PREPARATION OF BID PROPOSAL

1. Bid Submission

All bids must be submitted on the Proposal forms furnished herein and must be enclosed in a sealed opaque envelope, with the name of the bidder and the name of the project plainly and clearly marked on the outside as follows:

MAIL TO:
Colts Neck Township
Attention: Municipal Clerk
124 Cedar Drive
Colts Neck, NJ 077220

HAND DELIVER TO:
Colts Neck Township
Attention: Municipal Clerk
124 Cedar Drive
Colts Neck, NJ 07762

Proposal for: **Furnishing and Delivering of Leaf Collection Services for the Department of Public Works of Colts Neck Township October 26, 2020 through January 17, 2022**

Submitted by: _____
(Name of Bidder)

2. Bid Opening

At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are invited to be present.

Hour: *10:00am*
Date: *Tuesday, August 25, 2020*
Location: *Town Hall, 124 Cedar Drive, Colts Neck, NJ 07722, Meeting Room*

3. Bid Completion

The bidder shall fill in all blank spaces in the bid form using ink or a typewriter and sign same in ink. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the Proposal, or irregularities of any kind, may be cause for rejection by the Township. Bidders may bid on any or all items or categories in this bid, unless other stipulations are made in the specifications.

4. Conditional Bids

Conditional bids will not be accepted.

5. Time to Award Contract

Bids shall remain firm for a period of not less than sixty (60) days. Award or rejection of bids by the Township will be made within this period.

6. Withdrawal of Bids

Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the

bid opening. No right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for sixty (60) days thereafter. The written request shall be signed by the bidder.

7. Comparison of Bid Prices

Prices must be submitted in words and in figures. In case of variance, the price in words shall prevail. The Township reserves the right to make all corrections based upon the foregoing, and comparison of all bids will be based upon the correct total and the presumption that the price in words is the true intent of the bidder. The prices bid shall cover the cost of supplying all the required vehicles, equipment and labor together with any and all special equipment necessary for the performance of the work. It shall include the cost of insurance, bonds, and other charges incidental to the work.

8. Tax Exemption

Prices quoted in all bids shall be exclusive of all Federal, State or local taxes, from which Colts Neck Township is exempt.

9. Term of Contract

This contract consists of approximately a two and a half (2.5) month period from October 26, 2020 through January 17, 2022, with an option for a third year of the same period of time if both parties are agreeable to the extension of the contract. The Contractor's responsibilities under this contract and period of performance will cease at the end of the last option contract year, provided there are no remaining issues in dispute.

10. Right to Reject Bids

Colts Neck Township reserves the right to reject any and all bids, to award in whole or in part, to waive immaterial defect or informality in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the Township to do so.

11. Material and Equipment Substitutions

The equipment and personnel specified and/or supplied, under this Contract shall meet or exceed the requirements stated in the technical specifications. No personnel and equipment shall be substituted until approved by the Director of Public Works or their designated representative. The Contractor shall provide all personnel and equipment necessary to provide the required collection of leaves in the stated time period of the bid.

In order to establish standards of quality, the Director of Public Works, or their designee, in the detailed specifications, may refer to certain products by name and model number. This procedure is not to be construed as eliminating from competition other products or equipment of equal or better quality by other manufacturers where it can be demonstrated the said products or equipment meets the intent of the Contract.

In all cases, the Director of Public Works or their designee, shall be the sole judge as to whether a proposed methodology other than what is specified is to be approved and the Contractor shall have the burden of proving the same, at his own cost and expense, to the satisfaction of the Director of Public Works. In making such determination, the Director of Public Works may establish such criteria, as they may deem proper, that the proposed equipment and/or methodology shall meet in order for it to be approved, and they may require that the Contractor submit a complete description of the proposed means and methods together with manufacturer's literature, specifications, drawings,

cuts, performance and test data and other information pertinent to consideration of the proposed means of collecting leaves. The Director of Public Works will not consider a change in methodology for the collection of leaves proposed by a Contractor if the latter, in the judgment of the Director of Public Works, has failed to act diligently in requesting approval of such proposed changes.

The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Director of Public Works, in considering a different methodology for the collection of leaves by the Contractor, or by reason of the failure of the Director of Public Works, to approve a means and method proposed by the Contractor.

Where the Director of Public Works approves a methodology for the collection of leaves proposed by a Contractor as being "equal" to the means and methods specified in the Contract Documents and such proposed product requires a revision or redesign of any part of the work covered by this Contract, all such revision and redesign and all new drawings and details required therefore shall be subject to the approval of the Director of Public Works and shall be provided by the Contractor at their own cost and expense, and changes caused thereby in the work shall be done at the expense of the Contractor making the change.

Where the Director of Public Works approves a means and method proposed by a Contractor as being "equal" to the means and method specified in the Contract Documents and such proposed means and methods requires a different quantity and/or arrangement of any other part of the work from that specified, detailed, or indicated in the Contract Documents, the Contractor shall provide the same at his own cost and expense.

If substitutions are approved by the Director of Public Works, prior to the receipt of bids, they shall be in the form of an Addendum to the Specifications. All bids shall be based on furnishing the services specified or noted, or approved by Addendum, in the manner requested so that all bidders shall bid under the same conditions.

In all cases, the burden of proving that proposed substitutes are equal to items specified or required by the drawings shall rest with the Contractor. Acceptance or rejection of substitutes by the Director of Public Works shall be final and binding. Failure to accept or reject on the part of the Director of Public Works, shall be deemed to be a rejection thereof.

12. Right to Change Quantities

Colts Neck Township reserves the right to increase or decrease the amount of leaf collection sweeps in any or all zones needed to provide clean streets, as necessary, in the opinion of the Director of Public Works. The Director of Public Works, or their designee, shall also have the option of adding an additional leaf collection sweep in any or all zones throughout the term of the contract as conditions require.

If any part is so withdrawn by Colts Neck Township, the Contractor shall have no claim for loss incurred by him for commitments made by him in anticipation of the work contemplated, or for work done prior to his having been authorized to proceed therewith.

13. U.S. Manufactured Products
In accordance with N.J.S.A. 40A: 11-18, only products manufactured or farmed in the United States, wherever available, shall be used in connection with this Contract.

14. Return of Proposal Guarantee
The Proposal guarantee of all bidders except the three (3) apparent lowest responsible bidders, will be returned within ten (10) days after the opening of bids, Sundays and Holidays excepted. The Proposal guarantee of the remaining unsuccessful bidders will be returned within three (3) days, Sundays and Holidays excepted, after award of a Contract and approval of the Contractor's performance bond.

15. Use of Proposal Guarantee as Liquidated Damages
All deposits made with bids hereon shall be returned to the person making the same as soon as the three lowest responsible bidders are selected (except those deposits made by the lowest responsible bidders) but, in any event, within thirty days after receipt of bids. If the bidder to whom the award is made shall fail to execute the Contract and furnish the required bond or security for the performance of the Contract within ten days, the award shall be vacated and the deposit forfeited as liquidated damages.

16. Required Signatures
The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the Proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the Contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State.

17. Technical Questions
Any technical questions may be addressed to:

Kathleen Capristo
Township Administrator
124 Cedar Drive
Colts Neck, NJ 07722
(732) 462-5470 ext. 107
kcapristo@coltsneck.org

18. Availability of Funds
The contractual obligation of Colts Neck Township under this Contract is contingent upon the availability of appropriate funds from which payment for this Contract can be made.

BID REVIEW CRITERIA

1. Qualifications of Bidder

The Township reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and the bidder shall furnish to the Township all such information and data for this purpose as the Township may request. The Township reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy the Township that such bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

REQUIRED FORMS TO BE SUBMITTED WITH BID

1. Consent of Surety Form - (Schedule A)
   Each proposal shall be accompanied by a Consent of Surety from an approved surety company licensed to conduct business in the State of New Jersey, agreeing to furnish the required performance bond upon award of the Contract. Proposals submitted without a Consent of Surety shall be rejected for lack thereof. The Consent of Surety shall be in the form attached hereto as Schedule A. ***No other form is acceptable to the Township.***

2. Proposal Guarantee - (Bid Bond - Schedule B)
   Each Proposal shall be accompanied by a certified check, cashier's check or Schedule B duly executed by the Bidder as principal. In the event a bid bond is utilized, a surety company licensed to do business in the State of New Jersey shall execute same. The certified check, cashier's check or bid bond shall be drawn to Colts Neck Township for **$5,000.00.** In the event a Bid Bond is utilized, the form attached hereto and made a part hereof as Schedule B shall be utilized. ***No other form is acceptable.*** The certified check, cashier's check or bid bond will be held by the Township as a guarantee, that in the event the bid is accepted and a Contract awarded to the Bidder, the Contract will be executed and its performance duly secured by the required performance surety bonds.

3. Corporate Partnership Statement Form - (Schedule C)
   In accordance with P.L. 1977, Chapter 33, all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. If a stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in the partnership, as the case may be, shall also be listed. Please use the attached form (C) to comply with this requirement. ***No other form is acceptable to the Township.***

4. Non-Collusion Affidavit Form - (Schedule D)
   Bidders are required to complete the enclosed Non-Collusion Affidavit Form attached hereto as Schedule D. ***No other form is acceptable to the Township.***
5. Statement of Responsibility - (Schedule E)
   Colts Neck Township shall make such investigation, as it deems necessary to determine the ability and competency of the bidder to perform the work. The bidder shall furnish evidence satisfactory to Colts Neck Township that he has the necessary facilities, ability, and financial resources to fulfill the conditions of the Contract and specifications by completing the enclosed Statement of Responsibility Questionnaire. ***No other form is acceptable to the Township.***

6. Certificate of Bidder Showing Ability to Perform Contract
In the case of Bidders, Insurance Companies and/or Surety Companies not chartered in the State of New Jersey, the Proposal must be accompanied by proper certification from the Secretary of State, indicating that such individuals, partnerships, and/or corporations are licensed to do business in the State of New Jersey.

7. Proposal Form
Bids submitted on a form other than the Proposal Form provided herein shall be rejected. The Bid Bond, Consent of Surety and Performance Bond shall be submitted on the forms provided in these specifications. Substitution of surety company forms will not be permitted.

8. Performance Bond (Schedule F)
The successful Bidder shall furnish a bond duly executed by the Bidder as principal and having as surety thereon a surety company licensed to do business in the State of New Jersey, for the full and faithful performance of the Contract in a sum not less than the full amount of the bid. The bond shall be in the form attached hereto and made a part hereof as Schedule F. ***No other form of performance bond is acceptable to the Township.***

9. Business Registration Form
All submitted bids must contain the bidder's New Jersey Business Registration Certificate. Failure to supply this required certificate shall be grounds for automatic disqualification of the bid.

10. Disclosure of Investment Activities in Iran (Schedule I)
All bidders must complete and submit a Schedule I. Failure to do so will render a bid submitted unresponsive and cause it to be discarded. Please refer to N.J.S.A. 52-32:55 et seq.

REQUIRED INSURANCE

INSURANCE COVERAGE AND RELATED PROVISIONS REQUIRED

The provisions of this section are mandatory and the format set forth herein is required to be adhered to.

A Certificate of Insurance evidencing comprehensive general liability, automobile liability, worker's compensation and employer's liability insurance is required.

The Certificate shall provide that Colts Neck Township, 124 Cedar Drive, Colts Neck, NJ 07722, Attn: Kathleen Capristo, Township Administrator receives thirty (30) days advance written notice by certified mail/return receipt requested, of any policy cancellation for any reason or any material change in the policies or coverage set forth in the Certificate.

The Certificate of Insurance and coverage is to be provided by insurance companies:

(A) licensed in the State of New Jersey; and
(B) having an AM Best's rating of at least "A".

The certificates are also required to state that all insurance coverage shown thereon is primary and not contributing to any insurance maintained by Colts Neck Township.

The Certificates shall evidence the following coverage and limits of insurance.

Comprehensive General Liability (Occurrence Form) with a Combined Single Limit for Bodily Injury, Personal Injury and Property Damage of $1,000,000 per occurrence and aggregate, where applicable. The Limit may be provided through a combination of Primary and Umbrella/Excess Liability Policies. This Insurance to include:

(A) Premises – Operations Coverage
(B) Personal Injury Liability Coverage (Contractual Exclusion deleted)
(C) Products – Completed Operations Coverage
(D) Independent Contractor Coverage
(E) Contractual Coverage for obligations of Hold Harmless and Indemnification Provision
(F) Broad Form Property Damage Coverage
(G) XCU Hazards, if applicable
(H) Colts Neck Township, its Officials, Officers, Employees and Volunteers are an Additional Insured.
(I) The policy(s) provided shall provide for written notification to Colts Neck Township if the policy(s) are cancelled or materially changed after the issuance of the certificate of insurance to the Township.

The Certificate of Insurance shall state that Colts Neck Township has been added as an additional insured to the policies shown on the certificate.

The aforementioned terminology concerning aggregate limits may be left in the Certificate of Insurance, if the Certificate is accompanied by a letter stating that there have been no reductions because of paid claims or if there have been reductions by paid claims, that they be stated and not substantially affect the coverage.

No other terminology is acceptable.

PERSONNEL REMOVAL/REASSIGNMENT/SUBSTITUTION

The Township acknowledges that all employees and contractors of the Contractor shall be considered to be, at all times, the sole employees of the Contractor under their sole discretion and oversight. However, the Township reserves the right to request the Contractor to remove any such employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the service is not in the best interest of the Township.

The same shall apply to the equipment utilized by the contractor to perform the work of this contract.

DAILY FIELD SUPERVISION

The Contractor shall provide a minimum of one (1) experienced field supervisor overseeing the collections of leaves, at all times. The supervisor shall be the Township's contact person for the contractor work. The supervisor shall coordinate the collection efforts with the Police Department, retaining Township Police Department Traffic Control Officers when directed. It will be the responsibility of the field supervisor to ensure that all leaf collection equipment is properly staffed where required by Colts Neck Township. Supervisors are to be active in the field.

TWENTY-FOUR HOUR ANSWERING SERVICE

The Contractor shall provide the Township with a contact telephone number and email address that the contractor monitors continuously, to be used to schedule leaf collection sweeps or cancel work as needed due to weather or other environmental conditions. The contractor shall provide to Colts Neck Department of Public Works a 24/7 contact telephone number for the supervisor of the leaf collection crew, in the event a situation arises.

PERFORMANCE OF CONTRACT

1. Affirmative Action
   The attached "Exhibit A" regarding mandatory equal employment opportunity shall be adhered to by all bidders.

2. Requirements Under Right to Know Act
   As required by the Workers' Right-to-Know Act, material safety data sheets must be submitted with signed Contract Documents, where applicable, concerning any hazardous substances utilized by the contractor.

3. Prevailing Wage and Labor Laws
   The New Jersey Prevailing Wage Act (Public Laws of 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, **where applicable.**

4. Additional Payment
   The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the Contract Documents on their part or because of any failure to fully acquaint themselves fully with any conditions or provisions of the Contract Documents.

5. Delivery of Services
   The successful bidder shall deliver the leaves collected to the designated facilities. The successful bidder shall have available the staff needed to perform the work of this contract prior to the start of the contract period. Contract duration runs from October 28, 2019 through January 17, 2020. The

contract shall be renewable for one (1) additional year period upon the mutual consent of both parties (the Township and the Contractor).

6. Cancellation of Contract

If the work to be done under this Contract shall be abandoned by the Contractor or if at any time the Township Administrator shall certify in writing to the Township Committee that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or not in accordance with the terms hereof, the Township may annul the Contract or any part thereof by a written notice served upon the Contractor, and the Township may thereupon have the power to Contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the Contract.

The cost and expense so charged shall be deducted from and paid by the Township out of such monies as may be due or become due to the Contractor under and by virtue of the Contract. In case such expense shall exceed the amount which would have been completed by the Contractor, he or his surety shall pay the amount of such excess to the Township.

7. Assignment of Contract

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of any portion of this Contract or any part thereof to anyone without the prior written consent of the Township Administrator of Colts Neck Township.

8. Liquidated Damages

In the event of failure by the contractor to respond when requested and completing a sweep of all zones within the timeframe allocated with the requested amounts of trucks, equipment, and personnel listed in the technical specifications, the Contractor shall pay to Colts Neck Township an amount equal to **Four Hundred Dollars ($400.00) per day** for each and every day the zones leaf collection sweep is not completed (Saturdays, Sundays, and legal holidays included). Delay in performance under this Contract shall cause damage to the Township in an amount which is not readily ascertainable, but which is nonetheless substantial. Said amount shall be liquidated damages, but shall not serve as a waiver of the Township's right to pursue any and all available remedies in law and in equity against the Contractor. Delay in performance under this Contract shall also mean failure to respond to the Township within the required time period, upon notification.

In addition, Colts Neck Township may retain from the monies that are or which may become due, the wages paid by Colts Neck Township to any inspectors necessarily employed by it on the work, and any sums paid by Colts Neck Township to the Engineer for any supervision of the services performed by the Contractor, for the number of days in excess of the numbers of calendar days allowed for the completion on the work.

COLTS NECK TOWNSHIP
DEPARTMENT OF PUBLIC WORKS

Technical Specifications For
Pick up, Removal and Hauling of Leaves

The successful bidder (contractor) shall provide all necessary labor, supervision, and equipment to collect/remove leaves at the curb, gutter line and from atop of the curb or blocking sidewalks. After the bulk of the leaves have been removed and within 24 hours, the streets in the area being cleared shall be swept of residual materials with a backpack leaf blower. The work of this contract shall be for Zones 1, 2, 3 and 4, see attached map, of Colts Neck Township for collection of up to 20,000 cubic yards of leaves. Leaves must be removed from the street, the gutter line, covering any sidewalk area, and as well as any accumulation on top of the curb within 4-feet of the face of curb. Leaves must be compacted.

At a minimum, the successful contractor shall provide a daily crew consisting of the following:

- Onsite Working Supervisor able and capable of interfacing with Township staff for the duration of the contract. Contact information for the working supervisor shall be provided at the time of award of the contract and prior to the start of the work, consisting of at a minimum a functioning cellular telephone number and email address for individual designated by the successful contractor.
- A minimum of one (1) rubber tire front end loaders, of a sufficient size, with qualified operators or equivalent equipment to collect leaves and load them into transport vehicles.
- A minimum of two (2) garbage trucks to transport collected leaves to location(s) to be determined by the Township with said location(s) to be no more than five (5) miles outside of the Township's borders. ("disposal locations").
- A minimum of Three (3) laborers equipped with leaf blowers, rakes, and any necessary tools to affect a proper cleanup

The contractor shall be required to make three (3) rounds of leaf collection throughout the entire section. Each round must be picked up, removed, and hauled within nine (9) calendar days (Sunday and Saturday excluded) of the start date(s) designated by the Director of Public Works, Louis Bader. Contractor hours of work shall coincide with those of the Street Division's leaf collection crew(s).

The successful contractor shall haul collected leaves to the disposal location(s) up until 3:30pm Monday – Friday. The contractor will not incur a tipping fee for dumping leaves at these facilities. Contractor personnel shall follow instructions from facility staff as to where the leaves shall be dumped.

The timing of each round of leaf collection/removal will be coordinated by the Director of Public Works of Colts Neck Township. The contractor shall begin leaf collection within 72 hours of receiving written notice via email to proceed from Louis Bader, Director of Public Works.

Any questions concerning the leaf collection process shall be addressed to either:

- Louis Bader, Director of Public Works at (732) 810-3523 (cell) or via email at: lbader@coltsneck.org
- Kathleen Capristo, Township Administrator at (732) 462-5407 ext. 107 or via email at: kcapristo@coltsneck.org

The volume of leaves in the section will vary for each sweep through the area. The contractor shall adjust collection frequency for the leaf drop.

If a prospective contractor wishes to substitute equipment and methods other than loaders and garbage trucks for the collection of leaves, the prospective bidder shall satisfactorily demonstrate the proposed methods can manage the same volume of leaves, in the same designated time period, as the specified loaders and garbage trucks.

The successful contractor shall coordinate their leaf collection work with the Township's Police Department. Township Police Department Traffic Control Officers may be required by the Police Department in critical locations to ensure the safety of the contractor's personnel, as well residents and travelers on Township roads.

It is expected that after each sweep through each zone, the results will be a debris/leaf free street and curb area. Any deficiencies will be noted in writing to contractor and shall be corrected within 48 hours of notice. The Township Code Enforcement Officer will assist with locations that put out leaves after the contractor's crews have completed a street.

COLTS NECK TOWNSHIP
MONMOUTH COUNTY, NEW JERSEY

PROPOSAL
For
Furnishing and Delivering of Leaf Collection Services for Zones 1, 2, 3 and 4
for the Department of Public Works
of Colts Neck Township
October 26, 2020 through January 17, 2022

COLTS NECK TOWNSHIP

The undersigned declare(s) that they have (he/she has) carefully examined the Notice to Bidders, the General Instructions, Proposal, Form of Contract, Bond and Insurance Requirements for the supply of the services named above, and that they (he/she) will contract to carry out and complete said services for Colts Neck Township Department of Public Works, as specified and described at the price per unit of measure for each scheduled item of requested service stated in the Schedule of Prices following. The unit prices quoted shall include all costs associated with providing the specified Leaf Collection Services.

It is understood that the TOTAL PRICE stated by the undersigned in the Schedule of Prices is based on estimated quantities and will control the awarding of the Contract. It is further understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

_____ hereby offer(s) to do the work at the following prices:
(Name of Bidder)

SCHEDULE OF PRICES

ITEM NO.	ITEM NAME	PRICE PER YEAR
1.	**Collection of Leaves:** Provide specified labor, supervision, and equipment to collect and remove leaves from the streets in Zones 1, 2, 3 and 4 of Colts Neck Township and transport the compacted leaves to location(s) as specified in the technical specifications, up to 20,000 cubic yards, as directed.	

This contract consists of an approximately two and a half (2.5) month period over a two (2) year period from October 26, 2020 through January 17, 2022, with an option for the same period the following year, if both parties are agreeable to the extension of the contract. The Contractor's responsibilities under this contract and period of performance will cease at the end of the last option contract year.

Total Amount Bid (numbers) $_____

Total Amount Bid (words)_____

Accompanying this Proposal is a certified check, cashier's check, or Schedule B, payable to COLTS NECK

TOWNSHIP, NEW JERSEY in the sum of **$5,000.00,** which the undersigned agree(s) is to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned by the Township Committee of Colts Neck Township, and the undersigned shall fail to execute the contract for the Project or furnish the required bonds and insurance in accordance with Colts Neck Township requirements within fourteen (14) calendar days of the issuance of the "Notice of Award". Otherwise the check/security will be returned to the undersigned.

The undersigned is:

(a Partnership)

(a Corporation) under the laws of the State of:

(an Individual) under the laws of the State of:

having principal offices at: _____

(Signature) _____ (Date) _____

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-B
Name of Form:	**MANDATORY LANGUAGE – AMERICANS WITH DISABILITIES ACT OF 1990**
Statutory Reference:	Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. S121 01 et seq.)
Instructions Reference:	Statutory and Other Requirements VII-B
Description:	The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (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 commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner'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.

Acknowledgment of Receipt of Changes to Bid Documents

(THIS FORM MUST BE SUBMITTED WITH THE BID)

The following notices, revisions or addenda to the advertisement or bid documents were received:

Description:_____
Date Received:_____ Initial_____

Description:_____
Date Received:_____ Initial_____

Description:_____
Date Received:_____ Initial_____

Description:_____
Date Received:_____ Initial_____

Description:_____
Date Received:_____ Initial_____

Or

I have received no notices, revisions or addenda to the advertisement or bid documents.
Initial_____

Sign below in either case

_____ _____
Date Company Name

_____
Authorized Signature

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT PURSUANT TO N.J.S.A. 40A:11-20

The undersigned bidder hereby certifies to Colts Neck Township that he owns, leases or controls all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for. To the extent that the undersigned is not the actual owner or lessee of any such equipment, attached hereto is a statement showing the source from which the equipment will be obtained together with a certificate from the owner or person in control of the equipment granting to the undersigned the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which the equipment is required and necessary.

Signed: _____

Date: _____

CORPORATE ACKNOWLEDGMENT FORM

STATE OF }
} SS:
COUNTY OF }

BE IT REMEMBERED, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of New Jersey, personally appeared _____,

(Name of Secretary or Treasurer)

who being by me duly sworn, on oath, says that he is the _____

(Secretary/Treasurer)

of _____; the Grantor named in the foregoing instrument; that he that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by _____ who was, at the date thereof president/vice president of _____

(Name of President or Vice President)

said corporation, in the presence of this deponent, and said _____ president/vice president at the same time acknowledged that he signed, sealed and delivered the same as voluntary act and deed, and as the voluntary act and deed of sad corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed name to said instrument as an attesting witness to the execution thereof.

_____
(Signature of Secretary or Treasurer)

Sworn and subscribed to before me this

___ day of _____ 2020

_____ L.S.

Notary Public in the State of New Jersey

My commission expires on _____ 20__

(Seal)

INDIVIDUAL ACKNOWLEDGEMENT FORM

STATE OF }
} SS.:
COUNTY OF }

BE IT REMEMBERED, that on this _____ day of _____ in the year Two Thousand and Nineteen (2019), before me the subscriber, a Notary Public in the State of New Jersey, personally appeared _____,
(Name)

who, I am satisfied, is the individual mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed, and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

Signature of Principal

Sworn and subscribed to before me this

__ day of _____ 20__

_____ L.S.

Notary Public in the State of New Jersey

My commission expires on _____ 20__

(Seal)

(Schedule A)

COLTS NECK TOWNSHIP, NEW JERSEY

CONSENT OF SURETY
(This Consent of Surety is Part of the Proposal)

_____ _____
(Name of Surety Company) (Address)

_____ _____
(Contact email address) (Telephone Number/Facsimile Number

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name of Bidder)

as Principal, and _____ a corporation created and existing under the laws of the State of _____ and having its principal office at _____(Complete Address of Surety Company)

being a surety company licensed to do business in the State of New Jersey, in consideration of the premises and of other good and valuable consideration, the receipt of which is hereby acknowledged, are held firmly bound unto the Village of Ridgewood, New Jersey, hereby jointly and severally bind ourselves, our heirs, successors, administrators, executors, legal representative, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas, the above named Principal submits the herewith Proposal for construction in Colts Neck Township, New Jersey in conformance with the Notice to Bidders and Instructions to Bidders; we, the above named Surety will meet all stipulations and will execute the Surety Bonds as hereinafter specified, to the above named Principal in the event he should be awarded a Contract, and in amount one hundred percent of the total Bid Price for performing the work and guaranteeing its performance in conformity with the contract Documents and in amount one hundred percent of the total Bid Price for the protection of persons furnishing material or labor in connection with the performance of the work, to Colts Neck Township, New Jersey.

WITNESS OUR SIGNATURES this ____ day of _____, 20__.

_____
(Bidder - Principal)

(SEAL)

By:_____
(Signature)

_____Attest
(Title)

_____
(Name of Surety Company)

(SEAL)

By: _____
(Signature)

_____Attest

(Title)

Schedule B
Bid Bond

COLTS NECK TOWNSHIP, NEW JERSEY

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal and _____ as Surety, having a mailing address at:_____, with an email contact at: _____, and a telephone contact at:_____, are hereby held and firmly bound unto _____ as Owner, in the penal sum of $5,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The conditions of the above obligation are such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the_____.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternative,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed this ____ day of _____, 20___

_____
(Corporate Name)

(Corp. Seal)

Attest: _____
Corporation Secretary

By _____
(Principal Signature)

(Title)

Witness as to Surety:

_____
(Surety Company)

_____

By _____

(Signature)

(Attorney-in-Fact)

(Seal)

By _____
(State Representative)

(Schedule C)

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

This Statement Shall Be Included with All Bid and Proposal Submissions

Legal Name of Business: _____

Incorporated: _____

Address of Business: _____

_____

_____

Email Address: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial

interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)

☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership

☐ Limited Liability Company

☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)

☐ Other (be specific): _____

Part II

☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.
(Please attach additional sheets if more space is needed):

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

_____

_____

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

_____

_____

Subscribed and sworn before me this ___ day of _____, 2 _____.

_____
(Affiant)

(Notary Public)

_____
(Print name of affiant and title if applicable)

My Commission expires:

(Corporate Seal if a Corporation)

(Schedule D)

NONCOLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
} ss:
COUNTY OF }

I, _____ of the Borough/City/Town/Village of _____

in the County of _____ and the State of _____ being

of full age, and duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____ the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that Colts Neck Township 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 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 _____ (Name of Contractor) in accordance with N.J.S.A. 52:34-15.

Sworn and subscribed to before me this

___ day of _____ 20__ Signed _____

_____ L.S. Title _____

Notary Public in the State of New Jersey

My commission expires on _____ 20__

(Seal)

(Schedule E)

STATEMENT OF RESPONSIBILITY

1. Previous work of similar nature completed within the past five years:

A. Owner _____ Telephone _____

Business Address _____

Type of Work _____

Contract Price $ _____ Extra Work Required _____

Approx. Date of Contract Award _____ Approx. Date of Completion _____

Name/Address/Telephone of Owner's Engineer or Superintendent _____

_____

Email Address: _____

B. Owner _____ Telephone _____

Business Address _____

Type of Work _____

Contract Price $ _____ Extra Work Required _____

Approx. Date of Contract Award _____ Approx. Date of Completion _____

Name/Address/Telephone of Owner's Engineer or Superintendent _____

_____

Email Address: _____

C. Owner _____ Telephone _____

Business Address _____

Type of Work _____

Contract Price $ _____ Extra Work Required _____

Approx. Date of Contract Award _____ Approx. Date of Completion _____

Name/Address/Telephone of Owner's Engineer or Superintendent _____

_____

Email Address: _____

2. Total approximate volume of work of similar nature completed within the past five years.

$_____

3. List of equipment required for this job which you now own.

_____
_____
_____
_____
_____
_____

4. General Business Reference. (List two or three.)

Name Address Phone No./Email Address

_____

_____

_____

5. Bank Reference:

Name Address Phone No.

6. Number of permanently employed persons in your organization. _____

7. Do you intend to sublet any portion of the work? Yes_____No _____

If so, state type of work to be sublet and the name, address, telephone number of each subcontractor.

Name	Address	Phone No./Email Address	Type of Work

It is understood and agreed that the execution of the Statement of Responsibility is made solely at the risk, cost, and expense of the maker; is given in consideration of the agreement with Colts Neck Township to make available to the maker the plans, contract documents for bidding purposes; and no
rights, causes, claims at law or in equity shall arise on behalf of the maker against Colts Neck Township for any use made thereof by Colts Neck Township including the refusal to the maker of the right to bid said work.

(Signature & Business Address of Bidder)

_____

_____

_____

Email Address: _____

Telephone No.:_____

Dated _____ 20__

(Schedule F)

COLTS NECK TOWNSHIP

Bond No. _____

PERFORMANCE AND PAYMENT BOND
(N.J.S.A. 2A:44-147)

Know all men by these presents, that we, the undersigned_____of _____ as principal and_____ as sureties, are hereby held and firmly bound unto Colts Neck Township, at 124 Cedar Drive, Colts Neck, New Jersey, in the penal sum of_____ dollars ($_____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas, the above named principal did on the _____ day of _____ 20__, enter into a contract with Colts Neck Township, which said contract is made a part of this the bond the same as though set forth herein.

Now, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the said principal and surety have signed and sealed this instrument this ___ day of _____ 20___.

(Schedule F)

Bond No. _____

COLTS NECK TOWNSHIP
PERFORMANCE AND PAYMENT BOND
(N.J.S.A. 2A:44-147)

_____
(Corporate Name) (Corp. Seal)

Attest: _____
Corporation Secretary

By: _____
(Principal Signature)

_____
(Title)

Witness as to Surety:

_____
(Surety Company)

_____
(Mailing Address)

_____
(Email Contact Address)

_____
(Signature)

By _____
(Attorney-in-Fact) (Seal)

By _____
(State Representative)

(Schedule I)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART A

BIDDER/PROPOSER MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52-32:55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). **Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.** If the board determines that a bidder submits a false certification, the board shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

PART 1. PLEASE CHECK APPROPRIATE BOX

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

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

PART 2. INVESTMENT ACTIVITIES IN IRAN

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

1. Name and Address:_____
2. Relationship to Bidder/Vendor:_____
3. Duration of Engagement:_____
4. Cessation of Activity:_____
5. Bidder/Vendor:_____
6. Bidder/Vendor Contact Name:_____
7. Bidder/Vendor Contact Phone Number_____

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

Number of Attachments: ____

PART 3.

ALL BIDDERS/PROPOSERS MUST COMPLETE THE CERTIFICATION BELOW

CERTIFICATION

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that Colts Neck Township is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contract with Colts Neck Township to notify Colts Neck Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Colts Neck Township and that Colts Neck Township, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

1. Full Name (Print): _____ 2. Date: _____
3. Signature: _____
4. Title: _____
5. Bidder/Vendor: _____
6. Bidder/Vendor Phone Number and/or Contact Information:_____

SURETY ACKNOWLEDGEMENT FORM

STATE OF NEW JERSEY

COUNTY OF

On this _____ day of _____, 20__, before me the subscriber, personally appeared _____ to me personally known and known to me to be the _____ of _____, the corporation described in the within Instrument and which executed it, who being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of the said corporation, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(Signature of Officer)

Sworn and subscribed to before me this

___ day of _____ 20__

_____ L.S.

Notary Public in the State of New Jersey

My commission expires on _____ 20__

(Seal)

COLT NECK TOWNSHIP
124 Cedar Drive
Colts Neck, NJ 07722

AGREEMENT BETWEEN THE TOWNSHIP AND CONTRACTOR FOR:

Furnishing and Delivering of Leaf Collection Services for Zones 1, 2, 3 and 4 for the Department of Public Works of Colts Neck Township October 26, 2020 through January 17, 2022

This Agreement made this ___ day of _____, 2020, by and between:

COLTS NECK TOWNSHIP, a municipal
corporation of the State of New Jersey
with offices at 124 Cedar Drive
Colts Neck, NJ 07722,

And

Township and Contractor hereby agree as follows:

1. Scope of Work

The scope of the work to be performed under the Agreement for the **Furnishing and Delivering of Leaf Collection Services for Zones 1, 2, 3 and 4 for the Department of Public Works of Colts Neck Township October 26, 2020 through January 17, 2022**, inclusive, shall comprise of the Contractor providing the specified equipment, labor, and supervision to collect the leaves in Zones 1, 2, 3 and 4 of the Township, as described in the specifications, awarded to it, and described in the attached proposal for the services.

Total Contract Sum $_____

Colts Neck Township shall pay the Vendor in current funds for the Vendor's performance of the above described scope of work, the Contract Sum of $_____, subject to any additions and deductions as provided for in the Contract Documents.

2. Contract Duration

WITNESSETH that the Vendor/Contractor has agreed and by these presents does agree with Colts Neck Township for the prices bid in the Proposal, annexed hereto and made a part hereof and upon the guarantee expressed under the bond annexed hereto, to **Furnishing and Delivering of Leaf Collection Services for Zones 1, 2, 3 and 4 for the Department of Public Works of Colts Neck Township October 26, 2020 through January 17, 2022,** inclusive for Colts Neck Township, New Jersey 07722, upon the issuance of the Township's "Notice of Award" and "Notice to Proceed" within the timeframe detailed in the Contract Specifications. The contractor shall be prepared to commence the work of the contract, within ten (10) calendar days from the date of the issuance of the written Notice to Proceed" for the work during the leaf drop season, in the manner specified and in conformity with the requirements set forth in the Contract Documents annexed hereto, and made a part hereof, and in accordance with the specifications on file in the Office of the Municipal Clerk; all to the satisfaction and acceptance of Colts Neck Township, in conformity with the requirements set forth in the Contract Documents annexed hereto, and made a part hereof, with the same effect as if set forth in the advertisement.

The Contractor shall be responsible for **Furnishing and Delivering of Leaf Collection Services for Zones 1, 2, 3 and 4 for the Department of Public Works of Colts Neck Township October 26, 2020 through January 17, 2022** to Colts Neck Township Department of Public Works, 124 Cedar Drive, Colts Neck, NJ 07722. The Contractor must be effective and efficient in picking up leaves during inclement weather with a Front End Loader/Vacuum/Garbage Truck/Roll-Off Truck. The Contractor assumes all responsibility for site conditions of the streets in Zones 1, 2, 3 and 4.

This contract consists of the period from October 26, 2020 through January 17, 2022, with an option for an additional third year period from October 29, 2022 through January 17, 2023 if both parties are agreeable to the extension of the contract. The Contractor's responsibilities under this contract and period of performance will cease at the end of the last option contract year.

3. Contract Completion and Liquidated Damages

The Contractor shall proceed with the aforesaid work in a prompt and diligent manner and shall do the several parts thereof at such time and in such order as the Director of Public Works or their designee may direct, being able to commence work by October 26, 2020, and within ten (10) calendar days from the date of the issuance of the written "Notice to Proceed" for the work. The start of collection operations shall depend on when the leaves fall from the trees. The Contractor shall substantially complete the whole of said work in accordance with the aforesaid Contract Documents, and/or Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning, or

subcontracting more than fifty percent (50%) thereof, unless otherwise approved by the Director of Public Works of Colts Neck Township.

Time is of the essence in the performance of this contract. In the event of default of the contractor by not supplying sufficient labor and equipment to collect the leaves in Zones 1, 2, 3 and 4 in the time specified, in a timely manner, the Contractor shall pay to Colts Neck Township an amount equal to $400.00 per day of each collection sweep the work is not completed of the contract period. Delay in performance under this Contract shall cause damage to the Township in an amount which is not readily ascertainable, but which is nonetheless substantial. Said amount shall be liquidated damages, but shall not serve as a waiver of the Township's right to pursue any and all available remedies in law and in equity against the Contractor.

4. Contract Sum

The Contractor agrees to provide the specified **Furnishing and Delivering of Leaf Collection Services for Zones 1, 2, 3 and 4 for the Department of Public Works of Colts Neck Township October 26, 2020 through January 17, 2022,** in accordance with the Township's Leaf Collection Ordinance, and awarded it in Township Committee Resolution No. 20-_____, as specified in the Contract Documents in accordance with the terms and rates of Contractor's bid proposal and the Township's Notice of Award.

ZONE 1	- OCTOBER 26 THROUGH OCTOBER 30 - NOVEMBER 23 THROUGH NOVEMBER 27
ZONE 2	- NOVEMBER 2 THROUGH NOVEMBER 6 - NOVEMBER 27 THROUGH DECEMBER 4
ZONE 3	- NOVEMBER 9 THROUGH NOVEMBER 13 - DECEMBER 7 THROUGH DECEMBER 11
ZONE 4	- NOVEMBER 16 THROUGH NOVEMBER 20 - DECEMBER 14 THROUGH DECEMBER 18
ZONES 1-4	- DECEMBER 11 THROUGH DECEMBER 23

The Township shall have the option to award each of the items of the bid (proposal pages) either individually or collectively to the lowest responsible bidder(s) for each individual item or the aggregate of the individual items.

5. Hold Harmless Agreement

The Contractor agrees to make payment of all proper charges for labor and materials required in the execution of the aforementioned work, and indemnify and save harmless the Township and its officers, against and from all suits and costs of every description, including but not limited to costs of legal and any claims under the Prevailing Wage Rate laws, and from all damages which may be brought against the Township or any of its officers, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective materials used by the Vendor in the work, or through any act or omission on the part of the Vendor or his agent or agents.

6. Insurance Requirements

Contractor shall be required to purchase and maintain any and all insurance coverage relevant to the duties and activities contained within this agreement. This insurance shall be placed with insurers licensed to do business in the State of New Jersey and may have a Financial Strength Rating of no less than A-.

All insurance coverage shall meet the requirements stated in the Instructions to Bidders.

7. Progress Payments to Contractor

Based upon Applications for Payments submitted to the Township, the Township shall make periodic progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the pursuant to P.L. 1999, Chapter 133 and P.L. 2006, Chapter 96, codified at N.J.S.A. 2A:30A-1 et seq.

The period covered by each Application for Payment shall be in accordance with the annual check writing and submittal cutoff schedule issued by the Township's Finance Department. All applications for payments shall be submitted to the Director of Public Works or their designee twenty (20) calendar days prior to the scheduled cutoff date for review. That date of submittal shall be deemed the billing date. Each application shall have the requisite certified payrolls attached for personnel working on the project (as required by Public Contracting laws). The Director of Public Works or their designee responsible for this Contract shall have 20 consecutive calendar days from the billing date to approve and certify the application for payment or provide a written statement to the Contractor of any amounts withheld from the periodic progress payment and the reasons therefore.

All approved periodic progress payment amounts will then be paid within 30 calendar days of the billing date. Any payments not made promptly by Colts Neck Township, shall entitle the Contractor to seek interest charges in accordance with N.J.S.A. 2A:30A-2(c).

Each application for payment shall be based upon the schedule of values submitted by the contractor in accordance with the Contract Documents.

8. Contract Dispute Resolution

In the event of a dispute regarding this Contract, the dispute shall be submitted to the Alternative Dispute Resolution (ADR) procedure, in accordance with N.J.S.A. 40A:11-50. ADR shall not apply to disputes concerning the bid solicitation or award process.

N.J.S.A. 2A:30A-2(d) permits any Vendor/Contractor not paid, after providing seven (7) consecutive calendar days written notice to the Director of Public Works or their designee of the Township, to suspend performance of the Contract without penalty for breach or contract but only until payment is made, if payment had not been made; or if the Vendor/Contractor is not provided a written statement of the amount withheld; or the Township is not engaged in a good faith effort to resolve the reason for the withholding.

9. Contract Documents

The Contract Documents, as defined in the General Instructions, are incorporated herein and made a part hereof by reference. The Contract Documents represent the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

10. Affirmative Action Regulations

The Vendor/Contractor specifically agrees to comply with the affirmative action requirements as set forth in the attached Exhibit A:

11. Public Bid Law Requirements

All vendors/contractors and subcontractors supplying goods or performing services related to this contract shall adhere to the requirements of N.J.S.A. 52:32-44. The following items shall be complied with:

1. All contractors shall provide written notice to their subcontractors that each subcontractor shall submit proof of State of New Jersey Business registration to the contractor.
2. Prior to the receipt of final payment from Colts Neck Township, a contractor must submit to Colts Neck Township an accurate list of all subcontractors or attest that none were used.
3. During the term of this contract, the contractor and its affiliates shall collect and remit promptly, and notify all subcontractors and their affiliates that they must collect and remit promptly to the Director, New Jersey Division of Taxation any use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1, et seq.) on all sales of tangible personnel property delivered into this State.

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

ATTEST:

COLTS NECK TOWNSHIP

_____
Trina Lindsey, RMC
Municipal Clerk
(Seal)

By: _____
Kathleen Capristo, Township Administrator

By: _____
Frank Rizzuto Mayor

And

By: _____
(Company Name)

_____
Secretary/Treasurer
(Corp Seal)

By: _____
Signature of Principal

COLT NECK TOWNSHIP
124 Cedar Drive
Colts Neck, NJ 07722

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

ATTEST:

_____
Trina Lindsey, RMC
Municipal Clerk
(Seal)

COLTS NECK TOWNSHIP

By: _____
Kathleen Capristo, Township Administrator

By: _____
Frank Rizzuto Mayor

And

By:_____
(Company Name)

_____
Secretary/Treasurer
(Corp Seal)

By: _____
Signature of Principal