# ADVERTISEMENT AND NOTICE TO BIDDERS

Notice is hereby given sealed Bids will be received by the Borough of Keyport for: 2026/2027 Snow Plowing & Removal Services and opened and read aloud at the Council Chambers located at the Borough of Keyport Municipal Building, 70 West Front Street, Keyport, NJ 07735, on, Wednesday, November 4, 2026 at 10 a.m. prevailing local time.

The snow removal contract work includes the furnishing of all labor, supplies and snowplow equipment to provide snow plowing & removal services within the Borough of Keyport. The Contractor is required to submit a proposal for a consecutive twelve (12) month period. The basis of award for this contract shall be for the total hourly price bid for all vehicles in the Proposal for the twelve (12) month period. The Borough of Keyport reserves the option to extend the contract for an additional two (2) one year extension at its sole discretion.

Bids must be furnished on the proposal sheets included in the Contract Documents, enclosed in a sealed envelope and addressed to the Borough of Keyport Administration, 70 West Front Street, NJ 07735 and plainly marked on the outside with the name and address of the bidder and title.

Each bid must be accompanied by a Certificate of Experience.

The Borough reserves the right to increase or decrease quantities specified in the manner designated in the Specifications. The Borough reserves the right to award this contract based on funds available.

In accordance with N.J.S.A. 52:32-34, bidders must submit proof of business registration with the bid proposal in the form of a copy of their Business Registration Certificate as issued by the New Jersey Division of Revenue.

No firm may be issued a contract unless it complies with the affirmative action provisions N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. Contractors must adhere to all requirements of the State of New Jersey Worker Health and Safety Act (N.J.A.C. 12:110 et seq.) as amended, the United States Occupational Safety, the Health Act (OSHA) (29 CFR 1910), as amended and the Americas with Disabilities Act of 1990 as amended.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof.

The Borough Council of the Borough of Keyport reserves the right to reject any or all bids as permitted by statute if in its opinion it is in the best interest of the Borough to do so.

BOROUGH PURCHASING AGENT

REQUEST FOR PROPOSAL
SNOW PLOWING & REMOVAL SERVICES

The Borough of Keyport is currently seeking proposals for Snow Plowing & Removal Services for the 2026/2027 snow season commencing December 1, 2026, and continuing through November 30, 2027. An option for an additional two-year contract commencing December 1, 2027, and continuing through November 30, 2028, and December 1, 2028, through December 30, 2029, is also made available and may be considered for acceptance by the Borough. Proposals will be accepted by hand-delivery, FedEx, UPS or US Mail and must be received by:

**10 a.m. Wednesday, November 4, 2026.** Mailed proposals must be addressed to:

Borough of Keyport Administration
70 West Front Street
Keyport, NJ 07735

# SCOPE OF WORK

**BOROUGH OF KEYPORT, NEW JERSEY**

**Snow Plowing & Removal Services – 2026–2027 WINTER SEASON**

## 1. General Requirements and Availability

Whenever weather conditions are conducive to snow, sleet, freezing rain, or ice, the Contractor shall remain ready, willing, and immediately available to commence snow and ice removal services within sixty (60) minutes of notification by the Borough Superintendent of Public Works.

The Contractor shall provide all labor, supervision, vehicles, equipment, tools, fuel, materials, and other resources necessary to perform the required snow and ice removal services throughout the Borough of Keyport, as directed by the Borough.

## 2. Areas of Service

The Contractor shall provide snow and ice removal services at locations designated by the Borough, including, but not limited to:

- Borough roadways, streets, intersections, and designated access roads.
- Municipal parking lots and parking areas.
- Borough sidewalks, walkways, and pedestrian access routes.
- Borough-owned properties, municipal buildings, facilities, and other designated public properties.

- Entrances, driveways, access points, and emergency access routes serving municipal properties.

- Other public areas identified by the Borough Superintendent of Public Works.

Services shall include plowing, pushing, clearing, relocating, and removing accumulated snow and ice as necessary to maintain safe and reasonably accessible roadways, parking areas, sidewalks, walkways, and Borough properties.

**3. Communication and Coordination**

Communication between the Contractor and the Borough Superintendent of Public Works is critical to meeting the needs of the community under this contract.

The Contractor shall maintain reliable telephone communication with the Borough at all times during the winter season. If the Contractor is unable to reach the Borough Superintendent of Public Works regarding questions, instructions, or approval for additional work, the Contractor shall contact the Borough Administrator.

The Contractor shall immediately notify the Borough of any equipment failure, staffing shortage, delay, or other condition that may affect the timely performance of the required services.

**4. Equipment and Vehicles Required**

The Contractor shall furnish and maintain all vehicles and equipment necessary to perform the work safely, efficiently, and within the timeframes established by the Borough.

Equipment may include, but shall not be limited to:

- Single-axle dump trucks and other suitable trucks equipped with snowplows.

- Three-quarter-ton (¾-ton) or larger four-wheel-drive vehicles equipped with power-angle snowplows.

- Front-end loaders equipped with snow push boxes or other suitable snow-removal attachments.

- Skid-steer loaders, including or equivalent equipment, equipped with snowplows, push boxes, or other appropriate attachments.

- Snowblowers and other snow-removal equipment suitable for sidewalks, walkways, parking lots, and confined areas.

- Backhoes and other heavy equipment necessary for snow relocation, loading, and removal.

- Dump trucks or other suitable vehicles for hauling snow to designated disposal or storage locations.

- Additional equipment necessary to remove ice and maintain safe access to designated Borough properties.

All equipment shall be appropriately sized for its assigned task, maintained in good mechanical condition, and equipped with suitable snow tires, chains, or other traction devices when necessary for safe operation.

Each bidder shall identify on the Proposal Form the number, type, size, and capacity of all vehicles and equipment available for this contract. Bidders shall demonstrate that their proposed fleet, staffing, and equipment are sufficient to meet the Borough's snow and ice removal needs during severe winter weather and simultaneous service demands.

The Borough reserves the right to evaluate each bidder's proposed equipment, staffing, availability, and ability to perform the required services when determining the bidder's qualifications and responsiveness.

**5. Equipment Ownership, Maintenance, and Operation**

All work shall be performed using equipment owned or rented by the Contractor and identified in the bid proposal. All equipment shall be inspected before use to ensure safe and reliable operation on Borough roadways and properties.

All equipment shall be operated by experienced, properly licensed, and qualified personnel. The Contractor shall provide sufficient operators and personnel for the entire period of each authorized call-out.

The Contractor shall furnish and install, or arrange for the installation of, all necessary snowplows, mounting racks, hydraulic pumps, hoses, electrical cables, controls, push boxes, and other attachments required for the equipment proposed.

All equipment shall be maintained in proper working condition throughout the contract period. If any vehicle or piece of equipment experiences a mechanical breakdown or fails to perform satisfactorily, the Contractor shall promptly repair or replace it with suitable equipment. The Borough may withhold payment for the period during which the affected equipment is not performing the required work satisfactorily, consistent with the applicable contract terms.

Any use of subcontractors must receive the Borough's prior written approval.

**6. Snowplowing and Snow Removal Operations**

The Contractor shall plow designated municipal roadways and provide access to municipal properties as directed by the Borough Superintendent of Public Works.

Roadways shall generally be plowed when approximately two (2) inches of snow have accumulated, or at another threshold or time directed by the Borough based on actual or anticipated weather conditions and public safety needs.

The Contractor shall take reasonable care to keep intersections, crosswalks, roadway entrances, and sight lines clear and free from snow accumulations that could obstruct visibility or create hazardous conditions.

Snow shall be pushed, relocated, or removed as necessary to maintain safe travel lanes, parking spaces, pedestrian access, emergency access, and access to Borough facilities.

The Contractor shall not block fire hydrants, storm drains, emergency access routes, building entrances, sidewalks, or other critical access points with accumulated snow.

**7. Sidewalks, Parking Lots, and Borough Properties**

The Contractor shall clear designated Borough sidewalks, walkways, municipal parking lots, building entrances, driveways, and other Borough properties as directed by the Borough Superintendent of Public Works.

The Contractor shall use equipment appropriate to the size and configuration of each area to minimize damage to pavement, curbing, landscaping, structures, signs, and other Borough property.

Snow and ice shall be cleared or treated as directed by the Borough. Where authorized, the Contractor shall apply appropriate ice-control materials to designated areas to help maintain safe pedestrian and vehicle access.

The Contractor shall promptly report any damage to Borough property caused by its operations and shall be responsible for damage attributable to the Contractor, subject to the terms of the contract.

**8. Post-Storm Cleanup and Snow Hauling**

Post-storm cleanup shall include the removal or relocation of snow mounds at intersections, crosswalks, parking lots, sidewalks, driveways, entrances, and other public access areas when directed by the Borough.

Snow shall be loaded, transported, and delivered to a location designated by the Borough Superintendent of Public Works. The Contractor shall provide the trucks, loaders, backhoes, skid steers, snowblowers, and other equipment necessary to complete such work.

Snow shall not be deposited in locations that obstruct traffic, impair drainage, block emergency access, or create hazards to pedestrians or the public.

Snow hauling and removal beyond routine plowing shall be performed only when

authorized by the Borough Superintendent of Public Works, unless otherwise expressly authorized under the contract.

**9. Fuel, Labor, and Operating Expenses**

The Contractor shall supply all fuel, lubricants, maintenance, repairs, labor, operators, equipment, transportation, and other expenses necessary to perform the contracted services, except as otherwise expressly provided in the contract documents.

The Contractor shall ensure that all vehicles and equipment are fueled and ready for operation at the beginning of each authorized snow or ice removal operation and remain adequately fueled throughout the operation.

All operators shall remain available for the duration of their assigned work and shall follow all applicable safety requirements and Borough instructions.

**10. Borough Supervision and Assigned Routes**

All work performed under this contract shall be subject to the general supervision and direction of the Borough.

The Contractor shall strictly adhere to routes, work assignments, priorities, and service areas established by the Borough Superintendent of Public Works.

The Contractor shall commence, suspend, resume, or discontinue Borough-assigned activities immediately upon direction from the Borough Superintendent of Public Works.

No hourly charges shall be incurred for standby time or work during snowfall unless expressly authorized by the Borough Superintendent of Public Works or otherwise permitted under the contract. Billable time shall begin and end in accordance with the applicable pricing provisions and the Borough's authorization.

**11. Call-Out Response Time**

Upon receiving a telephone call, text message, or other authorized notification from the Borough, the Contractor shall acknowledge the notification and be prepared to commence the assigned work within sixty (60) minutes.

The Contractor shall provide current primary and emergency telephone numbers for its designated representative and shall ensure that the Borough can reach the Contractor Day or night throughout the contract period.

The Contractor shall maintain adequate personnel, vehicles, and equipment to respond promptly to changing weather conditions and to perform multiple assignments when directed by the Borough.

## 12. Bid Proposal Requirements

Each bidder shall submit a detailed equipment and staffing schedule with its proposal identifying:

- The total number of vehicles available for the contract.
- The type, make, model, and size of each vehicle and major piece of equipment.
- The number and type of snowplows, loaders, backhoes, skid steers, snowblowers, push boxes, and other snow-removal attachments available.
- Whether each vehicle or piece of equipment is owned, leased, or rented.
- The number of qualified operators and other personnel available for each call-out.
- The bidder's ability to provide backup equipment in the event of mechanical failure.
- The bidder's proposed approach to plowing, sidewalk clearing, parking lot clearing, snow relocation, and snow hauling.
- The bidder's ability to meet the required sixty (60)-minute response time.

The bidder shall provide the hourly rates or other pricing requested in the Proposal Form for the equipment, labor, and services offered. All proposed rates shall clearly identify what is included in the price and any additional charges that may apply.

The Borough may request additional information or clarification concerning the bidder's equipment, staffing, operational capacity, and ability to perform the required work.

The Borough reserves the right to reject any bid that does not demonstrate sufficient equipment, personnel, availability, or capacity to meet the Borough's snow and ice removal requirements, subject to applicable public bidding requirements.

## 13. Compliance and Performance

The Contractor shall perform all services in a professional and workmanlike manner, comply with applicable laws and safety requirements, and follow all reasonable instructions issued by the Borough.

The Contractor shall take reasonable precautions to protect the public, Borough employees, vehicles, buildings, roadways, sidewalks, utilities, and other property during snow and ice removal operations.

Failure to respond within the required timeframe, maintain adequate equipment and personnel, follow assigned routes, or perform the required work satisfactorily may result in corrective action or other remedies available to the Borough under the contract and applicable law.

**METHOD OF AWARD:**

The Borough of Keyport may award the work based on the terms stated. The successful applicant will not assign any interest in this contract and shall not transfer any interest in the contract without the prior written consent by the Borough. This contract will be awarded pursuant to a fair and open process as prescribed in N.J.S.A. 40A: 11-1 et seq.

**INSURANCE REQUIREMENTS:**

The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Borough. The Contractor shall not allow any sub-contractor to begin work on his subcontract until the insurance required of the subcontractor has been obtained and approved. The insurance required shall be maintained in full force and effect throughout the contract term.

A. **Compensation Insurance** - The Contractor shall procure and maintain during the life of the contract Worker's Compensation Insurance for all employees to be engaged in work on the project, and in the case of any sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the Contractor's Insurance. In case any class of employees engaged in hazardous work on the project under this contract are not protected under the Worker's Compensation Statute, the Contractor shall provide and cause each sub-contractor to provide adequate employer's general liability insurance for the protection of such of his employees as are otherwise protected.

B. **Contractor's Public Liability and Property Damage Insurance** - The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance in an amount not less than $1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $3,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $500,000.

C. **Contractor's Automobile Liability and Property Damage Insurance** - The Contractor shall procure and shall maintain during the life of the contract Automobile Bodily Injury Liability Insurance in an amount not less than $1,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person in an amount not less than $3,000,000 on account of one accident and Automobile Property Damage Insurance in an amount not less than $500,000. The Contractor shall also carry insurance in the same amounts stipulated above on all vehicles not owned by him, but which are used in connection with the work being performed under this contract.

D. **Borough's Contingent Policy** - The Contractor shall furnish a Borough's Contingent policy for $500,000 to $1,000,000. The Contractor shall pay, indemnify and hold harmless the Borough, its employees, agents or servants from all suits, actions, demands, claims, losses, damages, expenses and/or costs of every kind and description of which the Borough may be subjected or put by reason of injury, including death, to persons or property resulting from the manner or method employed by the Contractor, his employees, agents or servants or sub-contractors. And whether such suits, actions, demands, claims, losses, damages, expenses and/or

costs be against, sustained, or suffered by the Borough, its employee, agents, servants, or be against, suffered, by other corporations and persons to whom the Borough, its employees, agents, or servants may become liable therefore, and the whole or so much of the moneys due or to become due the Contractor under the contract as may be considered necessary may be retained by the Borough until suits or claims for damages or injuries shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the Borough.

E. **Proof of Insurance** - The Contractor shall furnish the Borough with satisfactory proof of coverage of the insurance required by submitting the original insurance policies and endorsements or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days' notice to the Borough. The policies and endorsements shall be specifically referred to the Borough as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey, which are satisfactory to the Borough.

**REFERENCES:**

A minimum of two references from commercial or public entities for which snow plowing services have been provided within the past seven (5) years shall be submitted with the proposal. The references shall include contact names, addresses and telephone numbers.

**FEES:**

The work is to be billed on an hourly basis and shall be listed by truck, service and equipment utilized. Labor rates shall be included in the vehicle, equipment or service categories.

**TAX EXEMPTION:**

The Borough of Keyport is exempt from any state or federal sales, use or excise tax.

**MISCELLANEOUS REQUIREMENTS:**

**Business Registration Certificate:**

In accordance with N.J.S.A. 52:32-44 (P.L. 2004, c.57), a Business Registration Certificate will be required to be submitted to the Borough of Keyport. Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl.

**Public Works Contractor Registration Act:**

Contractors are required to submit proof with their proposals that they are registered under the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq.).

**Affirmative Action Compliance Notice:**

Contractors must sign the acknowledgement notice within this packet.

**PRICE BASIS:**

It should be understood that the Borough, as a governmental agency, is exempt from Federal Excise Taxes and State Sales taxes. Exemption certificate and number will be furnished on all necessary purchases.

The Borough will only pay the contractor for the actual number of hours the equipment works, as recorded by registering at the Borough of Keyport Department of Public Works, 120 Francis St, Keyport, NJ 07735.

The bidder shall briefly describe the equipment he intends to supply to the Borough by brands, model number, age and other descriptive information on the proposal.

Award will be made based on the unit price of the bid assigned in the proposal and the suitability of the equipment described herein.

**TERMS OF CONTRACT:**

The contract will cover the 2026/2027 snow season.

This contract can be renewed for two additional snow seasons:

December 1 , 2027- November 30, 2028

December 1, 2028 - November 30, 2029

at the original terms and conditions if mutually acceptable to the Borough of Keyport.

**TERMS OF PAYMENT:**

Payment will be made by the Borough of Keyport upon receipt of periodic invoices.

The Borough will guarantee a payment of $3,500.00 to the contractor IF the contractor's services are NOT required during the contract period.

Each contractor shall work and be paid for a minimum of four hours each "call out".

BOROUGH OF KEYPORT DOCUMENT CHECKLIST
(Pursuant to NJSA 40A:11 - 23.2)

| **Document Required** | **The undersigned BIDDER declares that the required documents as noted below. have been completed. reviewed and/or executed bv the BIDDER and are submitted as part of this proposal.** | **Bidders Initials** |
|---|---|---|
| **X** | Notice, Revision or Addenda Receipt Acknowledgement Form | |
| **X** | Form of Proposal, completed & signed by appropriate authorized | |
| **X** | A Statement (disclosure) of Ownership pursuant to NJSA 52:25-24.2. | |
| | A Bid Guarantee (bid bond or equivalent) pursuant to NJSA 40A:11-2 I | |
| | A surety company certificate (Consent of Surety) pursuant to NJSA 40A:11-22. | |
| **X** | A Listing of Subcontractors pursuant to NJSA 40A:11-16 | |
| **X** | A copy of each listed Subcontractor's Certificate of Registration pursuant To NJSA 52:32-44 et. Seq. (Contractor Business | |
| **X** | A Non-Collusion Affidavit. | |
| **X** | Americans with Disabilities Acknowledgement | |
| **X** | A Statement of Experience & Qualifications on the forms provided | |
| **X** | Disclosure of Investment Activities in Iran | |
| **X** | NJ Business Registration Certificate (within 3 days of award-mandatory) | |
| **X** | Affirmative Action/EEO/Americans with Disabilities | |

**Failure to submit any of the following documents with the Proposal will mandate rejection of the bid.**

**BOROUGH OF KEYPORT**
**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: ..

**PROPOSAL FORM**

SNOW PLOWING & REMOVAL SERVICES - VEHICLES

LIST DESCRIPTION & HOURLY RATE OF VEHICLES AND OR EQUIPMENT TO BE USED FOR SNOW PLOWING & REMOVAL SERVICES WITHIN THE BOROUGH OF KEYPORT:

TRUCKS:

Make _____ Model_____ GVWR_____ Year _____

Make _____ Model_____ GVWR_____ Year _____

Make _____ Model_____ GVWR_____ Year _____

Make _____ Model_____ GVWR_____ Year _____

FRONT END LOADERS:

Make _____ Model_____ GVWR_____ Year _____

Make _____ Model_____ GVWR_____ Year _____

Make _____ Model_____ GVWR_____ Year _____

Make _____ Model_____ GVWR_____ Year _____

S650 BOBCATS (or larger):

Make _____ Model_____ GVWR_____ Year _____

Make _____ Model_____ GVWR_____ Year _____

Make _____ Model_____ GVWR_____ Year _____

Make _____ Model_____ GVWR_____ Year _____

Hourly Rate per Vehicle: $_____

Contractor: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Responsible Officer: _____

Signature: _____

Date: _____

OPTION FOR TWO-YEAR CONTRACT

I am _____ or I am not_____, submitting this Scaled Bid for consideration of a two-year extension at the above stated rates beyond November 30, 2027 *(Contractor shall initial above)*

REFERENCES:

_____
Contact Name/Company

_____
Telephone/Email address

_____
Length of Contract

_____
Contact Name/Company

_____
Telephone/Email address

_____
Length of Contract

DISCLOSURE OF OWNERSHIP

(If bidder is a Sole Proprietorship check here [ ] and do not complete this statement)

The UNDERSIGNED, as bidder, in accordance with N.J.S.A. 52:25-24.2 (P.L. 1977, Chapter 33), declares and submits this Statement of Ownership.

Bidder is a Corporation ( ) Partnership ( ) Joint Venture ( )

These are all shareholders or partners owning 10% or more of the stock or interest in the bidding corporation or partnership.

| Full Name of Individual (Stockholder)(Partner) | Address of Individual (Stockholder)(Partner) | Share (%) Owned |
|---|---|---|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |

Portion owned by minority owners (less than I0%) not listed _____

TOTAL 100%

_____
Print or Type Name and Title of Authorized Representative of Bidder

Affiant

_____
Signature of Affiant

Subscribed and Sworn Before Me
this _____ day of _____, 2___.

_____
(Notary Public) (Corporate Seal)
If Applicable

My Commission Expires:

Notes:

1. Attach additional sheets in this format, if necessary.
2. The terms Corporation and Partnership encompass all forms, including, but not limited to Limited Partnerships, Limited Liability Corporations or Partnerships and Subchapter S Corporations.
3. If a corporation or partnerships is shown as a greater than 10% owner, attach similar breakdown of ("its") individual owners.
4. For a Joint Venture, provide a Disclosure in this format for each participant.

**LIST OF SUBCONTRACTORS**

In accordance with NJSA 40A:11-16, the bidder will set forth below the names, addresses and, if applicable, license numbers of the subcontractors to whom the bidder will subcontract work in the categories listed in connection with the erection, alteration or repair of any public building and the related site work.

| WORK | SUBCONTRACTOR |
|---|---|

If the "Document Required" box is checked on the Proposal Submission Checklist for the item "Evidence of Registration," evidence of registration pursuant to NJSA 34:11-56.48 et seq., for all subcontractors listed must be submitted prior to award of a Contract.

**NOTE**: If the BIDDER will not subcontract the work described in any category above but will complete it as prime contractor, it is not necessary to name a subcontractor. In such case, the BIDDER should insert "prime contractor" in the subcontractor's name space. If more than one subcontractor will be utilized in any category, attach a certificate signed by the BIDDER listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the BIDDER has agreed to award to each subcontractor should the BIDDER be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors (attached to the Proposal). The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.

Each of the above subcontractors shall be qualified in accordance with 40A:11-1 et seq. The OWNER shall require evidence of performance security to be submitted with this proposal. Evidence of performance security may be supplied by the BIDDER on behalf of the BIDDER and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling, but in no event exceeding, the total amount bid. If separate evidence of performance security will be submitted by any subcontractor, the bid shall be accompanied by a separate certificate from a surety company in accordance with NJSA 40A:11-22.

**NON-COLLUSION AFFIDAVIT**

State of New Jersey
County of _____ ss:

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

I am _____ of the firm of _____
(title or position) (name of firm)
_____ the bidder making this Proposal for the above-named project, and that I executed the said proposal with full authority to do so; 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-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the OWNER 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.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

**APPENDIXB**
**AMERICANS WITH DISABILITIES ACT OF 1990**
**Equal Opportunity for Individuals with Disability**

The Vendor and the Borough of Keyport, (hereafter "Borough") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. Sl21 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 Borough pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the Borough, 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 Vendor 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 Borough's grievance procedure, the Vendor agrees to abide by any decision of the Borough which is rendered pursuant *to* said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

# Disclosure of Investment Activities in Iran

| **Person or Entity** | |
|---|---|

## Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

| | |
|---|---|
| ☐ | *I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.* |
| **OR** | |
| ☐ | *I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.* |

## Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activates in Iran below and, if more space is needed, on additional sheets provided by you.

## Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the* **Name of Contracting Unit** *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 contracts with the* ***Reference to Contracting Unit*** *to notify the* ***Reference to Contracting Unit*** *in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the* ***Name of Contracting Unit*** *and that the* ***Reference to Contracting Unit*** *at its option may declare any contract(s) resulting from this certification void and unenforceable.*

| | | | |
|---|---|---|---|
| **Full Name (Print)** | | **Title** | |
| **Signature** | | **Date** | |

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at **www.nj.gov/dca/lgs/lpcl.**

Administrative Code *(NJAC* 17:27).

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

**GOODS AND SERVICES CONTRACTS**
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: SIGNATURE:

PRINT NAME: TITLE:

DATE:

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**
**N.J.A.C. 17:27**

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. l7:27-5.2.

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 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**EXHIBIT B**

**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**

**CONSTRUCTION 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. l7:27-7.3; provided, however, that the Division may, in its discretion, exempt a

contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. l7:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or

subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

(D) After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(E) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter l0 of the Administrative Code (NJAC 17:27).**