

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

REQUEST FOR PROPOSALS

FOR

SNOW PLOWING SERVICES



**Keith Balla, Mayor
Stephen Black, Councilman
Pietro Martino, Councilman
Ron Jubin, Councilman**

**James Damato, Borough Administrator
Charles Gunther, Manager**

Borough of Watchung
NOTICE OF REQUEST FOR PROPOSALS

Notice to Respondents

The Borough of Watchung is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for:

SNOW PLOWING SERVICES

The Borough of Watchung requires submission of proposals by **September 30, 2020** **AT 2:00 PM** to William Hance, CFO/CTC/QPA 15 Mountain Boulevard Watchung, NJ 07069.

Scope of Services, Requirements, Evaluation Criteria and other proposal information may be obtained at the Borough of Watchung, 15 Mountain Boulevard Watchung NJ 07069 during regular business hours (8:00 am - 4:00 pm) or at www.watchungnj.gov/bids/index.html. Failure to submit acknowledgement of an addenda is a fatal defect.

Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.)

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CONTRACT

BOROUGH OF WATCHUNG SOMERSET COUNTY, NEW JERSEY

SNOW PLOWING SERVICES

THIS AGREEMENT is entered into as of the _____ day of _____, 20____ by and between the **BOROUGH OF WATCHUNG**, located at the Watchung Municipal Building, 15 Mountain Boulevard, Watchung, New Jersey 07069 (hereinafter referred to as the “**BOROUGH**”), and _____ (hereinafter referred to as the “**CONTRACTOR**”) with principal offices located at _____, in the County of _____ State of _____.

WITNESSETH:

That the parties to these present, each in consideration of the undertakings, promises, covenants and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise, and agree, the **BOROUGH** for itself and for its successors and assigns, and the **CONTRACTOR** for itself and for its heirs, executors, administrators, successors and assigns, as follows:

ARTICLE I

SCOPE OF WORK

The **CONTRACTOR** shall furnish all labor, materials and equipment and perform all work in the manner provided by the General Conditions and Specifications, for the removal of snow and ice in the Borough of Watchung, County of Somerset, State of New Jersey.

Section 1.1 Performance. All work done by the **CONTRACTOR** shall be performed in accordance with the General Conditions and Specifications and this Contract subject to any **BOROUGH** approved changes therein.

1. **CONTRACTOR** covenants that all the work shall be done in a good and workmanlike manner and that all materials furnished and used in connection therewith shall be new and approved by the **BOROUGH**.
2. **CONTRACTOR** shall provide competent supervision of the work and shall cause the work to be performed in strict and complete accordance with the general conditions and specifications and all things indicated or implied there from.

ARTICLE II

CONTRACT TERM: TIME OF PERFORMANCE

Section 2.1 Contract Term. The Contract Term shall commence on 15 day of November, 2020 and ends on 1 day of May, 2021.

ARTICLE III

GENERAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES OF CONTRACTOR

Section 3.1 Equipment. **CONTRACTOR** represents to the **BOROUGH** that **CONTRACTOR** possesses appropriate equipment, expertise, and capability to complete the work described in this Contract and the General Conditions and Specifications.

Section 3.2 Services Performed. **CONTRACTOR** shall perform the work in accordance with this Contract, the General Conditions and Specifications, generally accepted standards of professional care, in compliance with all applicable federal, state, and local laws, statues, codes, rules and regulations.

Section 3.3 Safety and Precaution. **CONTRACTOR** shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with its operations and/or the work to be performed under this Contract and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees, other persons affected thereby and property. **CONTRACTOR** is obligated to provide, operate and maintain all necessary equipment in accordance with all applicable laws and permits and in good proper working order so as to provide the work under this Contract in a reliable and safe manner. Any attempt by the **BOROUGH**, its employees and/or agents to enforce this provision, shall not thereby render the **BOROUGH**, its employees and/or agents responsible in any way for safety in connection with the **CONTRACTOR'S** performance under this Contract.

Section 3.4 Continuing Performance. Unless a notice of termination is provided in the manner set forth in this Contract, **CONTRACTOR** shall maintain performance during all disputes or disagreements with the **BOROUGH** may otherwise agree in writing.

Section 3.5 Non-Discrimination in Employment. No Contract shall be awarded, nor moneys paid there under to any **CONTRACTOR**, subcontractor or business firm, which has not agreed and guaranteed to afford equal opportunity in performance of the Contract and in accordance with an affirmative action program approved by the Treasure of the State of New Jersey.

- a) All applicable federal and state non-discrimination laws and all Presidential Executive Orders covering non-discrimination laws shall be complied with by the **CONTRACTOR**, his subcontractors or any person on his behalf. **CONTRACTOR** shall comply with New Jersey Affirmative Action laws pursuant to P.L. 1975., c. 127 (N.J.A.C. 17:27).
- b) During the performance of this Contract, **CONTRACTOR** agrees as follows and further agrees to include the following in any subcontracts entered into in connection with the Work under the Contract Documents:
- i) **CONTRACTOR** or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, national origin, ancestry, marital status, sex or affectional or sexual orientation. **CONTRACTOR** will take affirmative action to ensure such applicants are recruited and employed, and that employees treated during employment without regard to their age, race, creed, color, religion, national origin, ancestry, marital status, sex or affectional or sexual orientation. Such action shall include, but not 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. **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.
 - ii) **CONTRACTOR** or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, religion, national origin, ancestry, marital status, sex or affectional or sexual orientation.
 - iii) **CONTRACTOR** or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or worker's representative, of **CONTRACTOR'S** commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv) **CONTRACTOR** or subcontractor agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

- v) **CONTRACTOR** or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with applicable employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable employment goals, promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- vi) **CONTRACTOR** or subcontractor, where applicable, agree to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, religion, national origin, ancestry, marital status, sex or affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- vii) **CONTRACTOR** or subcontractor, where applicable, agree 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, religion, national origin, ancestry, marital status, sex or affection or sexual orientation and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- c) **CONTRACTOR** shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time in order to carry out the purpose of these regulations, and the **BOROUGH** shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- d) **CONTRACTOR** or subcontractor, where applicable, agrees that the provisions of N.J.S.A. 10:2-1 through 10:2-4 dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of the Contract Documents and are binding upon it.

ARTICLE IV

The CONTRACT SUM

Section 4.1 The Contract Sum. The **BOROUGH** shall pay to the **CONTRACTOR**, for the faithful performance of the contract, in lawful money of the United States, and subject to additions and deductions as provided in the general conditions, the sum of _____ (\$_____). Said sum to be paid upon performance of work and submittal of the Borough's required documentation.

ARTICLE V

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF BOROUGH

Section 5.1 Payments to Contractor. Subject to the availability and/or appropriation of sufficient funds, the **BOROUGH** will make payment to **CONTRACTOR** in the amount provided for in this contract.

Section 5.2 Deficient Service. Payment by the **BOROUGH** of any service shall not constitute a waiver or acceptance of any deficient services.

ARTICLE VI

INSURANCE

Section 6.1 Insurance. **CONTRACTOR** shall procure and maintain as its expense, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in the State of New Jersey. Before commencing the work the **CONTRACTOR** shall furnish to the **BOROUGH** a Certificate or Certificates of Insurance together with Declaration Pages in form satisfactory to the **BOROUGH** showing that he has complied with this subsection. The Certificate or Certificates and Declaration Pages shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the **BOROUGH**. Upon request, the **CONTRACTOR** shall furnish the **BOROUGH** with a certified copy of each policy itself, including the provisions establishing premiums. The types and minimum limits of insurance are as follows: All liability policies will name the **BOROUGH** as an additional insured.

- A. Comprehensive General Liability Insurance – the minimum limits of liability for this insurance shall be as follows:

\$1,000,000.00 General Aggregate Bodily Injury and Property Damage.

\$1,000,000.00 Each Occurrence.

The insurance policy shall be endorsed to include broad form general liability, public liability, contractual liability and completed operations coverage.

- B. Comprehensive Automobile Liability Insurance – the Comprehensive Automobile Liability Policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

\$1,000,000.00 Limit of Liability per Accident.

\$1,000,000.00 Owned, Non-owned and Hired Uninsured/Underinsured Motorists.

- C. Umbrella Policy in the amount of \$2,000,000.00.
- D. Workers Compensation and Employer's Liability Insurance – Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

The CONTRACTOR shall furnish the BOROUGH with proper certificates of insurance executed by representatives of dully qualified insurance companies, doing business in the State of New Jersey. These companies shall issue insurance policies effective during the life of the Contract providing third party protection from injury or damages sustained by reason of carrying on the Work involved in the Contract. An endorsement shall accompany the certificate showing that the BOROUGH is additional insured. Further, this certificate shall so state that prior to any material change in coverage, or cancellation, the BOROUGH shall be sent thirty (30) days notice by registered mail.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Indemnification by Contractor. CONTRACTOR shall indemnify, save harmless and defend the BOROUGH and the County and their officers, commissioners, members, employees and agents (the “BOROUGH Indemnified Parties”) from and against any and all liabilities, claims, actions, demands, losses, judgments, expenses, costs, damages, penalties, forfeitures, regulatory violations, sanctions and the costs and expenses incidental thereto (including, without limitations, costs of defense, settlement and reasonable attorneys’ fees) (hereinafter “Claims”), which the BOROUGH Indemnified Parties may hereafter incur, become responsible for, or pay out as a result of a settlement, judgment, order, award, or otherwise arising out of death or bodily injuries to any person, destruction or damage to any property, or any violation of government laws, regulations or orders caused or alleged to have been caused by and/or arising out of or relating in any way to, in whole or in part, CONTRACTOR’S performance and/or failure to perform its obligations under this Contract and/or any other activities or conditions existing or occurring in the performance of this Contract that are not caused by the negligence or willful misconduct or the BOROUGH or its employees or subcontractors. The BOROUGH shall promptly give notice to the CONTRACTOR of all such claims of which it is aware and shall, without prejudice to any right the BOROUGH may have, give all assistance to the CONTRACTOR as may be reasonably required to enable CONTRACTOR to defend such claims. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.**

ARTICLE VIII

TERMINATION AND DEFAULT

Section 8.1 Termination. In addition to other paragraphs of this Contract which designate an event that shall be grounds for termination of this Contract, this Contract may be terminated by one of the following events:

- a) By mutual consent by and of the **BOROUGH** and **CONTRACTOR**;
- b) The **BOROUGH** reserves the right at any time during the term of this Contract to terminate the Contract upon seven (7) days notice in writing addressed to the **CONTRACTOR** at its address as herewith set forth. Such reservation of the right to terminate shall be exercised by the **BOROUGH** only in the event it shall determine that the services performed by the **CONTRACTOR** are not satisfactory. In the event the personnel to clear the public streets within a reasonable time after notice to commence work, the **BOROUGH** is hereby authorized by the **CONTRACTOR** to hire from any other source such additional equipment and personnel as may, in the judgment of the Director of Public Works of the **BOROUGH**, be necessary to properly clear the streets and the **CONTRACTOR** agrees to reimburse the **BOROUGH** in hiring such personnel and equipment over and above the Contract price herein set forth.

Section 8.2 Events of Default by CONTRACTOR. In addition to other paragraphs in this Contract which designate an event that shall be grounds for termination of this Contract by the **BOROUGH** based upon action and/or inaction by **CONTRACTOR**, and which shall be deemed to constitute an Event of Default on the part of **CONTRACTOR**, the following shall also constitute an Event of Default on the part of **CONTRACTOR**;

- a) Failure of **CONTRACTOR** to timely perform, and/or **CONTRACTOR'S** breach of, any material obligation, or any covenant or warranty made by it, under the terms of this Contract;
- b) Any Act of Bankruptcy by **CONTRACTOR**;

Notwithstanding the foregoing, the **BOROUGH** shall have the right to engage the services of others to perform the work that would otherwise be undertaken by **CONTRACTOR**, in which event the **BOROUGH** shall owe no obligation to **CONTRACTOR** for any payment relating to said work undertaken by alternate means.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Assignment. This Contract may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be null and void and without effect.

Section 9.2 Oral Agreement/Modifications. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Modifications, waivers or amendments to the Contract Documents (or any provision thereof) shall be effective only if set forth in a written instrument signed by the BOROUGH and CONTRACTOR after all corporate or other action regarding the authorization for such modifications, waivers or amendments have been taken.

Section 9.3 Severability. In the event that any provision of the Contract Documents shall for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction and/or state agency, the BOROUGH and the CONTRACTOR shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Contract Documents or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Other provisions of the Contract Documents shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

Section 9.4 Merger Clause. The Contract Documents constitute the entire agreement and understanding of the BOROUGH and the CONTRACTOR with respect to the bidding, services to be provided, the amount and payment therefore and all other matters addressed or referred to herein and supersede all prior and/or contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

Section 9.5 Jurisdiction. This Contract has been made in the State of New Jersey and shall be interpreted, construed, performed and enforced under and in accordance with the laws of the State of New Jersey. Both parties consent to the courts of the State of New Jersey as the jurisdiction of any dispute under this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if a corporation has caused this Contract to be executed, by the proper corporate officers and the official seal annexed hereto, the day and year first above written.

ATTEST OR WITNESSED:

_____ By: _____
(Contractor)

_____ _____
(Title)

BOROUGH OF WATCHUNG

_____ By: _____
Edith Gil, Borough Clerk Keith Balla, Mayor

NOTE:

IN THE EVENT THAT THE CONTRACTOR IS A CORPORATION, THERE SHALL BE ATTACHED TO EACH COUNTERPART A CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION, AUTHORIZING THE OFFICER WHO SIGNS THE CONTRACT TO DO SO IN ITS BEHALF. IF A PARTNERSHIP OR INDIVIDUAL, TWO (2) WITNESSES ARE REQUIRED.

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

PROPOSAL FOR SNOW PLOWING SERVICES FOR YEAR 2020 – 2021

This is an open-end contract which means that this is a contract for which price bids are being solicited on a unit basis because exact quantities needed are not known at the time bids. Set forth below are the minimum and maximum number of units that can be ordered for each item under the contract. Orders placed under such open-end contracts shall not be considered change orders, but shall be subject to the requirements specified in N.J.A.C. 5:30-11.10.

INTERPRETATION OF QUANTITIES IN THE PROPOSAL: The minimum and maximum quantities appearing in this bid are estimates. The Borough has a right to increase or decrease the quantities of Work, or has the right to eliminate Items in their entirety, at its sole discretion. The Borough will pay only for the quantities of work completed as specified in the Contract.

IF AND WHERE DIRECTED: This bid includes certain geographic areas of the Borough of Watchung. However, the Borough may also include other areas for which the Borough requires additional services which are assigned as “if and where directed.” The estimated quantities set forth in this Proposal for assigned areas and “if and where directed” areas are presented for the purpose of obtaining a representative bid price, but are not indicative of the Department’s intent regarding incorporation into the Project. The Borough Administrator or his designee, has the right to direct the Contractor to perform work in any quantity, up to the maximum number of units set forth below.

SNOW PLOWING SERVICES

Year 2020 - 2021

Operator and truck (year of truck) _____ with _____ft. Plow \$_____ per hour

Operator and truck (year of truck) _____ with _____ft. Plow \$_____ per hour

Minimum quantity -0- hours

Maximum quantity 500 hours

In witness whereof, the bidder has executed this bid and proposal and agrees to perform the work in accordance with the terms and conditions of the Contract Documents if awarded this contract.

Company name: _____

Address: _____

Date: _____ Telephone Number: _____

Print Name: _____

Signature: _____

NON-COLLUSION AFFIDAVIT

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

SNOW PLOWING SERVICES

STATE OF _____ :

COUNTY OF _____ : ss

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

I am _____ of the firm of _____, the Contractor making the Proposal for a Contract with the Borough of Watchung (“Borough”) to provide Snow Plowing Services and that I executed the Applicable Proposal with full authority to do so; that Contractor 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 Contract; and that all statements contained in the Proposal and in this Affidavit are true and correct, and made with full knowledge that the Borough relies upon the truth of the statements contained in the Proposal and in the statements contained in this Affidavit in awarding the Contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

N.J.S.A. 52:34-15

(Name of Contractor)

By: _____
(Signature of Duly Authorized Representative)

Subscribed and Sworn to
Before me this _____ day
of _____, 20____.

(Name)

Notary Public of _____
My Commission Expires: _____.

(Title)

AFFIRMATIVE ACTION ACKNOWLEDGEMENT

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

SNOW PLOWING SERVICES

Contractor acknowledges that his firm is an Affirmative Action Employer and certifies compliance with all requirements:

(Name of Firm)

(Signature)

(Title)

(Address of Firm)

(Date)

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AFFIRMATIVE ACTION ACKNOWLEDGEMENT

BOROUGH OF WATCHUNG SOMERSET COUNTY, NEW JERSEY

SNOW PLOWING SERVICES

REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS PL. 1975 CHAPTER 127 (N.J.A.C.17:27)

If awarded a contract, the Successful Contractor will be required to comply with the requirements of PL. 1975, Chapter 127 N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Successful Contractor shall present one of the following:

- 1) Appropriate evidence that the Contractor is operating under and existing federally approved or sanctioned affirmative action program; or
- 2) A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:24-4; or
- 3) An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Successful Contractor must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table Consisting of Forms provided by the Affirmative Action Office and Completed by Contractor in accordance with N.J.A.C. 17:27-7.

Contractors are referred to Paragraph 23 of Section B of the Contract Documents for a further description of the above requirements.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF PL. 1975, CHAPTER 127.

AFFIRMATIVE ACTION ACKNOWLEDGEMENT

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

SNOW PLOWING SERVICE

The following questions must be answered by all Contractors:

- 1) Do you have a Federally-approved or sectioned Affirmative Action Program?

Yes _____ No _____

If yes, please submit a photocopy of such approval.

- 2) Do you have a State Certificate of Employee Information Report approval?

Yes _____ No _____

If yes, please submit a photocopy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of PL. 1975, Chapter 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

NAME/TITLE: _____

NOTE: A contractor's proposal must be rejected as non-responsive if a contractor fails to comply with requirements of PL. 1975, Chapter 127, within the time frame stipulated.

OWNERSHIP DISCLOSURE STATEMENT

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

SNOW PLOWING SERVICES

Pursuant to N.J.S.A. 52:25-24.2, corporate and partnership Contractors must submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock or any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, as the case may be.

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

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

If the Contractor is neither a corporation nor a partnership, and/or if no stockholder or partnership falls within the criteria set forth above, Contractor shall so attest in the space provided below:

NAME:

ADDRESS:

OWNERSHIP DISCLOSURE STATEMENT

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

SNOW PLOWING SERVICES

[CERTIFICATION]

[Please check all that apply]

_____ I certify that the list above contains the names and addresses of all stockholders owning ten (10%) percent or more of the stock of any class of the undersigned corporation.

_____ I certify that the list above contains the names and addresses of all individual partners in the partnership who own a ten (10%) percent or greater interest therein.

_____ I certify that such stockholder or partner within the ownership percentages above is itself a corporation or partnership and the list above contains the names and addresses of the stockholders holding a ten (10%) percent or greater interest of that corporation's stock or of individual partners owning ten (10%) percent or greater interest in that partnership, as the case may be.

I certify that no stockholder or partnership falls within the criteria set forth above.

(Name of Partnership or Corporation)

(Signature of President or duly authorized representative and dated)

(Address)

_____ (Seal)
(Print Name & Title and Affix Corporate Seal)

ATTEST:

(Signature of Secretary or Assistant-Secretary)

(Print Name and Title)

NOTE: Submit Similar Statement for Each Member of Joint Venture.

If Bidder on this Contract is neither a Corporation nor a Partnership, please sign bellow.

(Signature of Owner and Date)

BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, The Borough of Watchung (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the 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 personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292- 6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**DISCLOSURE OF INVESTMENT IN ACTIVITIES IN IRAN MUST BE
COMPLETED, DATED AND SIGNED**

C.52:32-57 P.L. 2012, c.25

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
(MANDATORY)**

RFP Number: _____ **Proposer:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran. In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such 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: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name: _____ Relationship to Proposer: _____
Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____
Proposer Contact Name: _____ Contact Phone Number: _____

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 above-referenced person or entity. I acknowledge that the State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

BOROUGH OF WATCHUNG
SNOW PLOWING – GENERAL CONDITIONS AND SPECIFICATIONS

General Provisions: Contractor to furnish all necessary equipment and provide all necessary labor for the removal of snow and ice on specified roads or other areas designated within the Borough of Watchung by the Department of Public Works.

1. Contractor to supply a maximum of two (2) suitable trucks, minimum size acceptable 18,500 GVW, equipped with required power angle snow plows, 9-foot minimum width, together with qualified operators as may be required by the Borough of Watchung to promptly and adequately remove snow and ice from all designated municipal streets.
2. It is understood and agreed by and between the parties that said trucks and other equipment shall be placed in immediate service to remove snow and ice from said by roads the Contractor within one (1) hour from the time said Contractor is notified of the need of such work. Said roads and other areas within the Borough of Watchung shall be plowed by the Contractor for the use by the public in accordance with a priority schedule as will be established by the Department of Public Works.
3. Notice of the need for said equipment shall be deemed to have been given as soon as a telephone call is made by the Public Works Manager or his/her designee to the offices of the Contractor or other such number as may be designated by the Contractor in writing to the Borough. The Contractor will maintain sufficient personnel and equipment to perform said work at any hour of the day or night during the term of this contract.
4. The driver of each vehicle must sign in and out at the Public Works Garage Office.
5. The Contract shall start immediately when signed by the Contractor and Officials of the Borough and continue to and include May 1, 2021.
6. The time of use of such equipment shall be calculated from the hour on which the Contractor shall report to the Department of Public Works at 880 Somerset Street with a list of the equipment in actual operation on the roads within the Borough of Watchung. This list shall be subject to verification by the Department of Public Works. The Contractor shall keep accurate and complete records available for inspection by the Department of Public Works of the actual hours of operation of such equipment and such operational time shall be subject to verification at periodic intervals by the Department of Public Works immediately on termination of the use of such equipment.
7. Each driver must possess a valid CDL driver's license, Class B. A list of drivers must be provided to the Borough Administrator.

8. The Contractor shall keep the work under his personal control and shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title, or interest in or to the same or any part thereof, without the consent in writing of the BOROUGH. The Contractor shall be required to carry and operate cellular phones in each vehicle during operational time in order to maintain communications at all times with the Public Works Manager. Cell numbers shall be given by the driver at time of sign-in at the Public Works Garage office.
9. Contractor shall list any other equipment available to be used as necessary, together with the hourly rate bid for each piece. This rate shall include the furnishing of a skilled operator and the necessary fuel, oil and any other item necessary to keep the item of equipment in operation.
10. The **BOROUGH** may award this Contract to one or multiple contractors if same is in the best interests of the **BOROUGH**.
11. Refueling vehicles will be the responsibility of the owner.
12. The Contractor shall send to the BOROUGH Clerk the registration number and vehicle identification number of each vehicle that you will use this plowing season and only those trucks unless otherwise changed prior to sign-in. It is further stipulated that every Contractor must inspect his route with his driver at least once, prior to first storm. The CONTRACTOR shall be under the direction of the Manager of Public Works or a Designee. The Public Works Manager shall determine route assignments at his discretion. A detailed map(s) of road assignment and priority along with a high-band portable radio(s) shall be provided at sign-in.
13. The maximum chargeable time by the Contractor in any one (1) calendar day shall not exceed twenty-two and one-half (22-1/2) hours is based on the following computations: A calendar day equals 24 hours and within this 24 hour day, the Contractor will have at least three (3) meals lasting a half (1/2) hour each (24 hours minus 1-1/2 hours equals 22-1/2 hours maximum). No compensatory time is to be paid for the miscellaneous time taken for the attachment or detachment of plowing equipment, breakdowns or meals. All miscellaneous time must be called in to the Public Works Director or designee.
14. Contractor may be required to remove snow and ice on additional roads and/or other areas of the Borough by the Department of Public Works or authorized representative. The removal of additional snow and/or ice is in its sole discretion of the Borough of Watchung Public Works.

15. Prior to the demobilization of road assignment(s), the Public Works Manager or designee shall inspect the condition of the roadways to ensure passage for emergency equipment, the traveling and the accessibility to curb side mailboxes for the U.S. Postal Service. The roadway shall be clear curb to curb of accumulated snow or the entire width of existing cart way.

16. Each driver must possess a valid New Jersey CDL driver's license, Class B. A list of drivers must be provided to the Borough Administrator.