

TOWNSHIP OF BOONTON
SNOW PLOWING AND SANDING/SALTING SERVICES
SEPTEMBER 1, 2026 THROUGH AUGUST 31, 2028

Township of Boonton
155 Powerville Road, Boonton Township, NJ 07005
973-402-4002

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NOTICE TO BIDDERS
SNOW PLOWING & SANDING/SALTING SERVICES
TWO-YEAR CONTRACT

Notice is hereby given that sealed bids will be received by the Township of Boonton, Morris County, New Jersey, at **10:00 a.m., prevailing time**, on **June 12, 2026**, in the Municipal Building, 155 Powerville Road, in the Township of Boonton, for the furnishing of labor and equipment on an hourly basis for snow plowing and sanding/salting of the Township's roads during the two-year period commencing on September 1, 2026 through August 31, 2028. The Township shall retain the option to unilaterally extend the snow plowing and sanding/salting services contract for two (2) additional one-year extensions.

Bidders shall supply sand/salt spreaders and snow plowing equipment, with a minimum of **five (5) sand/salt spreaders, each with a minimum spreader capacity of three (3) yards**, and a minimum of **ten (10) suitable trucks for plowing** to be operating at the same time; a minimum of two (2) trucks shall be required when called out for intersection purposes only.

The successful bidder shall be subject to provide snow plowing and sanding/salting services on-call at any time, 24 hours a day, seven (7) days a week, and shall have the labor and equipment operating within 30 minutes of being called out.

In addition to road services, bidders shall provide an **Alternate Proposal** for sidewalk snow removal and salting at the Municipal Building, 155 Powerville Road, Boonton Township. The Alternate Proposal is described separately in the bid documents.

The successful bidder shall be responsible for submitting detailed bills for services provided in a format prescribed by the Township. The reporting format is designed to enable the Township to calculate the costs associated with the services provided by each vehicle per year.

Bidders shall submit bids in enclosed opaque sealed envelopes, plainly marked "**Proposal for Providing Snow Plowing, Sanding and Salting Services**," and shall show the name and address of the bidder. Bids may be forwarded by certified mail. If mailed, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope properly addressed for mailing as follows:

Douglas Cabana, Township Clerk
Township of Boonton
Municipal Building
155 Powerville Road
Boonton Township, New Jersey 07005

All bids shall be presented to the Township Clerk by the parties bidding, or the respective bidder's authorized agent, at the place and time designated above, or by mail as above. The Township will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening. No bids will be received after the time set forth above.

The successful bidder and any subcontractor retained by the successful bidder to perform snow plowing and/or sanding/salting services shall obtain and maintain, at its own expense, the following insurance coverage for the duration of the Contract and any extensions thereof: (a) Workers' Compensation Insurance in accordance with the statutory requirements of the State of New Jersey, and Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence; (b) Commercial General Liability

Insurance with limits of not less than \$2,000,000 per occurrence and \$3,000,000 aggregate, including completed operations coverage; and (c) Business Automobile Liability Insurance covering all owned, hired, and non-owned vehicles, with a combined single limit of not less than \$1,000,000 per accident. Any combination of primary and umbrella/excess policies may be used to satisfy the required limits. All policies shall be procured from insurers licensed to do business in the State of New Jersey and rated no less than A-: VIII by A.M. Best or its equivalent. The Township of Boonton shall be named as an additional insured on a primary and noncontributory basis on all General Liability and Automobile Liability policies, and all policies shall contain a Waiver of Subrogation in favor of the Township. Certificates of insurance evidencing the required coverages must be submitted to the Township Clerk prior to execution of the Contract. Full insurance requirements are set forth in the Contract documents.

Bidders are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, and any amendments thereto, regarding Affirmative Action. The successful bidder, upon notification of the Township's intent to award a contract to said bidder, must supply the Township with one of the following Affirmative Action documents:

1. A photocopy of the bidder's current Federal Affirmative Action Plan Approval letter; or
2. A photocopy of the bidder's current Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-1.1 et seq.; or
3. The Township's copy of the bidder's completed Initial Employee Report, Form AA-302, as submitted to the Division of Contract Compliance and EEO in Public Contracts.

The bidder's Affirmative Action documentation must be supplied to the Township within ten (10) days of the bidder's notification of the Township's intent to award. If the bidder fails to supply the Township with the necessary Affirmative Action documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest bidder.

Simultaneous with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of the stock in any class, or of individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, pursuant to Chapter 33, P.L. 1977, as amended by P.L. 2016, c.43. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of the corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. Bids will be rejected if they do not contain this disclosure statement.

Bidders are required to be registered by the New Jersey Department of Treasury, Division of Revenue prior to the award of the successful bid by the Project Owner pursuant to the Business Registration Act (P.L. 2004, c. 57, N.J.S.A. 52:32-44, as amended).

All bids must be complete and all equipment subject to the approval of the Township Committee of the Township of Boonton. The Township reserves the right to waive minor defects and informalities in any bid, and to reject any and all bids or to accept bids that are in the opinion of the Township to be in the best interest of the Township.

The complete bid package is available on www.boontontownship.com/legalnotices

By order of the Township Committee of the Township of Boonton.

Douglas Cabana, Township Clerk

Dated: May 11, 2026

BID DOCUMENT SUBMISSION CHECKLIST

Township of Boonton

Snow Plowing & Sanding/Salting – September 1, 2026 – August 31, 2028

PW-2026-01

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Owner	Required Document	Bidder Initials
√	Acknowledgment of Receipt of Changes (N.J.S.A. 40A:11-23.1)	
√	Statement of Ownership Disclosure (N.J.S.A. 52:25-24.2, as amended by P.L. 2016, c.43)	
	Listing of Subcontractors (N.J.S.A. 40A:11-16)	
√	Disclosure of Investment Activities in Iran (N.J.S.A. 40A:11-2.1; P.L. 2012, c.25 and P.L. 2021, c.4) (required prior to award)	
√	New Jersey Business Registration (N.J.S.A. 52:32-44) (required prior to award)	

B. Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

Owner	Required Document	Bidder Initials
√	Non-Collusion Affidavit	
√	Bidder's Affidavit	
√	Statement of Bidder's Responsibility	
√	Affirmative Action Affidavit	
√	Equipment Certification (N.J.S.A. 40A:11-20)	

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID
DOCUMENTS FORM**

Township of Boonton

Snow Plowing and Sanding/Salting – September 1, 2026 – August 31, 2028 PW-2026-01

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

PROPOSAL FOR THE FURNISHING OF LABOR AND EQUIPMENT FOR THE PLOWING OF SNOW AND SANDING AND SALTING OF ROADS IN THE TOWNSHIP OF BOONTON, COUNTY OF MORRIS, STATE OF NEW JERSEY FOR THE PERIOD OF SEPTEMBER 1, 2026 THROUGH AUGUST 31, 2028

BIDDER: _____

DATE: _____

Proposal of _____ (hereinafter called, "Bidder"), a corporation of the State of _____, a partnership, an individual doing business as _____.

(Delete inapplicable designations above.)

To the Township of Boonton, County of Morris and State of New Jersey (hereinafter called, "Owner")

The Bidder, in compliance with your invitation for bids for the furnishing of labor and equipment for the plowing of snow and sanding and salting of roads in the Township of Boonton for the period September 1, 2026 through August 31, 2028, with the Township retaining the option to extend the agreement for two (2) one-year extensions and related contract documents, and being familiar with all of the conditions surrounding the supplying of the service, hereby proposes as follows:

BASE PROPOSAL – ROADS: (provide amounts in both numbers and words)

The Contractor agrees to supply sand/salt spreaders and snow plow equipment, with a minimum of **five (5) sand/salt spreaders, each with a minimum capacity of three (3) yards**, and a minimum of **ten (10) suitable trucks for plowing** to be operating at the same time; a minimum of two (2) trucks shall be required when called out for intersections only; all in accordance with the following schedule:

- a. For the furnishing of labor and equipment on an hourly basis for snow plowing; ten (10) trucks to be operating at the same time:

- \$ _____ per hour, per large truck;
- \$ _____ per hour, per sand and salt spreader;
- \$ _____ per hour, per small truck;
- \$ _____ per hour, per front end loader with operator;
- \$ _____ per hour, per front end loader WITHOUT operator;

- b. The foregoing rates are based upon equipment in good and operable condition, such as will meet with and be subject to the approval of the Township Committee and include the services of experienced operators and helpers to be furnished by the Contractor. Rates shall be adjusted

appropriately in the event operators are furnished by the Township, or its representatives, by mutual agreement. Hand labor is to be furnished on demand at \$ _____ per hour;

- c. There shall be a minimum two (2) hour call out for snow plowing and sanding/salting (does not apply to front end loader with no operator and hand labor rates);
- d. The Contractor shall have all required labor and equipment operating within thirty (30) minutes of notification by the Township.

Note: For the purpose of comparing bids, the following estimated number of hours shall be used.

Equipment Type	Est. Hours
Large Truck	400
Salter/Sander	400
Small Truck	450
Front End Loader (with operator)	150
Front End Loader (no operator)	200
Hand Labor	20

ATTEST:

(Seal if Bidder is a corporation)

Respectfully submitted,

Signature

(Print name and title)

(Address)

IMPORTANT: THIS FORM MUST BE COMPLETED

ALTERNATE PROPOSAL –MUNICIPAL BUILDING SIDEWALK SNOW REMOVAL AND SALTING

BIDDER: _____

DATE: _____

This Alternate Proposal is for the furnishing of labor and equipment for snow plowing, sanding/salting, and sidewalk snow removal at the Municipal Building located at 155 Powerville Road, Boonton Township, New Jersey, for the period September 1, 2026 through August 31, 2028, with the same extension options as the Base Bid.

This Alternate Proposal will be evaluated independently of the Base Bid. The Township reserves the right to award the Alternate in conjunction with the Base Bid, to award the Alternate to a separate contractor, or to reject the Alternate entirely. Award of the Base Bid does not obligate the Township to award this Alternate.

ALTERNATE PROPOSAL: (provide amounts in both numbers and words)

A. Sidewalk Services – Snow Removal and Ice Treatment:

For the furnishing of labor and equipment on an hourly basis for snow removal and ice treatment on sidewalks at the Municipal Building:

- \$ _____ per hour, per person (hand labor/shoveling);
- \$ _____ per hour, per snow blower/small mechanical equipment (with operator);
- \$ _____ per hour, per application of ice-melt/salt product (sidewalks);

B. General Conditions for Alternate Proposal:

1. The Township will provide ice-melt/salt materials, or, if Contractor supplies materials, the cost shall be billed separately at Contractor's actual cost with no markup, supported by invoices.
2. There shall be a minimum two (2) hour call out for services.
3. Response time for Alternate Proposal services shall be the same as established for the Base Bid.
4. The Contractor shall perform sidewalk clearing in compliance with all applicable accessibility requirements, ensuring ADA-compliant access routes are maintained to the extent reasonably practicable.
5. The Contractor shall notify the Township representative upon commencement and completion of all services under this Alternate.

Note: For the purpose of comparing Alternate bids, the following estimated number of hours shall be used:

Service / Equipment Type	Est. Hours
Sidewalk – Hand Labor	80
Sidewalk – Small Mechanical Equipment	40

ATTEST:

(Seal if Bidder is a corporation)

Respectfully submitted,

Signature

(Print name and title)

(Address)

IMPORTANT: BOTH THIS FORM AND THE BASE PROPOSAL MUST BE COMPLETED

BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF _____)

ss.

COUNTY OF _____)

_____ being duly sworn, deposes and says that (s)he resides at

that (s)he is the (give title) _____,

who signed the above Proposal, or Bid, that (s)he was duly authorized to sign, and that the Bid is a true offer of the Bidder, and that the Seal attached is the seal of the Bidder, and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

_____|_____
(Affiant) (Title)

SUBSCRIBED AND SWORN TO BEFORE

ME THIS _____ DAY OF _____,

20____.

(Notary Public)

My Commission Expires: _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address:

Part I – Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)
- Limited Liability Company (LLC)
- Partnership
- Limited Partnership
- Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION.)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed)

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III – DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

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Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Boonton is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Boonton to notify the Township of Boonton in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township of Boonton to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____	Title: _____
Signature: _____	Date: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
SNOW PLOWING SANDING/SALTING SERVICES
SEPTEMBER 1, 2026 THROUGH AUGUST 31, 2028

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NONRESPONSIVE.

Pursuant to Public Law 2012, c. 25 and P.L. 2021, c.4 (N.J.S.A. 52:32-55 et seq.), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the New Jersey Division of Purchase and Property's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal nonresponsive.

I certify, pursuant to Public Law 2012, c. 25 and P.L. 2021, c.4 (N.J.S.A. 52:32-55 et seq.), that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 and P.L. 2021, c.4 (N.J.S.A. 52:32-55 et seq.) ("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.

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above. If you need to make additional entries, attach additional sheets hereto.

Name _____ Relationship to Bidder/Offeror

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Phone: _____

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 Township is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

_____ being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Township, or any other person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member of agent thereof, or to any person whatsoever.

(Affiant) | (Title)

SWORN AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY
OF _____, 20_____.

Notary Public in and for _____ County,
State of _____

My Commission Expires: _____

STATEMENT OF BIDDER'S RESPONSIBILITY

(This statement must accompany the Bid) (IMPORTANT: Attach a separate statement for each subcontractor)

1. Name under which Bidder/subcontractor conducts business:

2. Business address: _____

3. Business phone number: _____ Fax number: _____

4. Form of Bidder's/subcontractor's business:

____ Individual ____ Corporation ____ Partnership

If Bidder is a joint venture, all questions must be answered by each venturer.

If a corporation, state: Date of incorporation: _____

State of incorporation: _____

Address of principal office in New Jersey: _____

Names and addresses of all officers of the corporation: _____

If a partnership, state: Date of organization: _____

Is partnership general or limited: _____

Names and addresses of general partners: _____

5. State the number of years during which the Bidder/subcontractor has engaged in business under the name set forth above: _____

6. If within the last five (5) years the Bidder/subcontractor conducted business under another name, or if the Bidder/subcontractor was the successor to another business within the last five (5) years, state the former name and address and the period during which such business operated:

Prior Name: _____

Prior Address: _____

Period of Operation: _____

7. Has the Bidder/subcontractor or any other officer, director or partner thereof been adjudicated a bankrupt in the past ten (10) years? If so, give full details including the name and address of such person and his present position with the Bidder/subcontractor:

8. Has any member of the firm, or officer of the corporation, been an officer in a corporation which has been in bankruptcy? If yes, give particulars:

9. Has the Bidder/subcontractor or any predecessor thereof ever failed to complete any work under any contract or subcontract? _____

If so, give full details: _____

10. Has the Bidder/subcontractor or any predecessor thereof ever failed to execute a contract awarded to the Bidder/subcontractor or any predecessor? _____

If so, give full details: _____

11. List 2 or 3 general business references:

Name	Type of Business	Address	Phone

12. List bank references:

Name	Address	Phone

13. List all contracts for similar work currently being performed by the Bidder/subcontractor as prime contractor or subcontractor:

Contract Amount	Type of Work	Mun./Party Served	Official

14. Provide a list of references for projects completed within the past five (5) years:

Reference 1:

Location: _____

Contact: _____ Phone: _____

Description of Project: _____

Reference 2:

Location: _____

Contact: _____ Phone: _____

Description of Project: _____

Reference 3:

Location: _____

Contact: _____ Phone: _____

Description of Project: _____

(Attach additional sheets as required)

NON-CONSTRUCTION CONTRACTS

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

N.J.S.A. 52:32-44, P.L. 2004, c.57

ATTACH A COPY OF THE BUSINESS REGISTRATION CERTIFICATE ISSUED BY THE DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE, FOR THE BIDDER AND FOR EACH PRINCIPAL (NAMED) SUBCONTRACTOR.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO ITS SUBCONTRACTORS OF THE RESPONSIBILITY TO SUBMIT PROOF OF BUSINESS REGISTRATION TO THE CONTRACTOR.

BEFORE FINAL PAYMENT ON THE CONTRACT IS MADE BY THE CONTRACTING AGENCY, THE CONTRACTOR SHALL SUBMIT AN ACCURATE LIST AND THE PROOF OF BUSINESS REGISTRATION OF EACH SUBCONTRACTOR OR SUPPLIER USED IN THE FULFILLMENT OF THE CONTRACT, OR SHALL ATTEST THAT NO SUBCONTRACTORS WERE USED.

FOR THE TERM OF THE CONTRACT, THE CONTRACTOR AND EACH OF ITS AFFILIATES AND A SUBCONTRACTOR AND EACH OF ITS AFFILIATES SHALL COLLECT AND REMIT TO THE DIRECTOR, NEW JERSEY DIVISION OF TAXATION, THE USE TAX DUE PURSUANT TO THE SALES AND USE TAX ACT ON ALL SALES OF TANGIBLE PERSONAL PROPERTY DELIVERED INTO THIS STATE, REGARDLESS OF WHETHER THE TANGIBLE PERSONAL PROPERTY IS INTENDED FOR A CONTRACT WITH A CONTRACTING AGENCY.

A BUSINESS ORGANIZATION THAT FAILS TO PROVIDE A COPY OF A BUSINESS REGISTRATION AS REQUIRED PURSUANT TO SECTION 1 OF P.L. 2001, c.134 (N.J.S.A. 52:32-44 ET AL) OR THAT PROVIDES FALSE BUSINESS REGISTRATION INFORMATION UNDER THE REQUIREMENTS OF EITHER OF THOSE SECTIONS, SHALL BE LIABLE FOR A PENALTY OF \$25 FOR EACH DAY OF VIOLATION, NOT TO EXCEED \$50,000 FOR EACH BUSINESS REGISTRATION COPY NOT PROPERLY PROVIDED UNDER A CONTRACT WITH A CONTRACTING AGENCY.

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF _____)

) ss.:

COUNTY OF _____)

I, _____ being first duly sworn under oath affirm that I am _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing bid proposal (hereafter referred to as the "Contractor").

1. The Contractor is familiar with and will fully comply with the anti-discrimination, equal employment opportunity and affirmative action requirements obligations imposed by New Jersey Law pursuant to N.J.S.A. §10:2-1 et seq., N.J.S.A. §10:5-1 et seq., N.J.S.A. §10:5-31 et seq., and the rules and regulations pursuant thereto, including N.J.A.C. 17:27.

2. During the performance of this Contract, the Contractor agrees, pursuant to N.J.S.A. §10:5-31 et seq., to comply with the Mandatory Equal Employment Opportunity Language set forth herein.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) / N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (available 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.

I am aware that if my assertions on behalf of the Contractor made in this Affirmative Action Affidavit are false, I am subject to punishment.

COMPANY: _____

Signature	Title
-----------	-------

Date: _____

SUBSCRIBED AND SWORN TO BEFORE

ME THIS _____ DAY OF _____, 20____.

(Notary Public)

My Commission Expires: _____

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Municipality and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Municipality's files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Municipality, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Municipality and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No

If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report ("Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Municipality as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No

If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with the applicable fee and forward a copy of the Form to the Municipality. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted. **[NOTE: Verify current AA-302 filing fee with the N.J. Division of Public Contracts EEO Compliance prior to advertisement, as fees are subject to change.]**

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website at www.state.nj.us/treasury/contract_compliance.

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 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.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____
DATE: _____

EQUIPMENT CERTIFICATION

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION

For the necessary equipment owned, leased or controlled by the Bidder, Part 1 shall be completed. For the necessary equipment not owned, leased or controlled by the Bidder, Part 2 shall be completed. These certifications are made pursuant to the provisions of N.J.S.A. 40A:11-20 and must be submitted with the Proposal. Attach additional pages, if necessary.

PART 1

This is to certify that I, the Bidder signing the attached Proposal, own, lease or control the necessary equipment required to accomplish the work shown and described in the Contract Documents and described below:

LIST OF EQUIPMENT:

(At a minimum, list: **five (5) sand/salt spreaders with minimum 3-yard capacity** and **ten (10) plow trucks** suitable for Township roads, plus any front end loaders and other equipment to be provided. Attach additional sheets as required.)

(ATTACH ADDITIONAL SHEETS AS REQUIRED)

Date	Signature of Bidder
------	---------------------

PART 2

This is to certify that I, the Bidder, signing the attached Proposal, will obtain the following necessary equipment from the indicated source. I have attached hereto a certificate from the owner or person in control of the equipment granting to me, the Bidder, control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

LIST OF EQUIPMENT

List of Equipment	Source of Equipment

(ATTACH ADDITIONAL SHEETS AS REQUIRED)

Date | Signature of Bidder

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2026, by and between the **Township of Boonton**, a municipal corporation of the State of New Jersey, having its principal office in the Township of Boonton, Morris County, New Jersey, hereinafter referred to as the "Township," and

_____, having its principal offices at:
_____, hereinafter referred to as the
"Contractor."

WHEREAS, the Township Committee of the Township of Boonton advertised for bids for the furnishing of labor and equipment for the plowing of snow and sanding and salting of roads in the Township of Boonton during the period of September 1, 2026 through August 31, 2028, with the Township retaining the option to extend the agreement for two (2) one-year extensions; and

WHEREAS, at a meeting of the Township Committee on _____, 2026, the bid of the Contractor was accepted.

NOW, THEREFORE, THE PARTIES HERETO, in consideration of the covenants and agreements herein contained do agree as follows:

1. The term "contract" means the contract and contract documents consisting of the Affirmative Action Employee Information Report, Notice to Bidders, Bid dated _____, 2026, from the Contractor, Non-Collusion Affidavit, Statement of Bidder's Responsibility, Affirmative Action Affidavit, Resolution, Equipment Certification, New Jersey Business Registration and Ownership Disclosure Statement. The said documents are hereby made a part of the contract as fully and with the same effect as if the same had been set forth at length herein. By execution of the contract, the Contractor acknowledges that he has examined and is familiar with said contract documents.
2. During the term of the contract, Contractor agrees to furnish all necessary labor and equipment and the manpower necessary to operate such equipment, as hereinafter specified and as required and requested by the Township for the plowing of snow and the sanding and salting of the roads in the Township of Boonton for the period of September 1, 2026 through August 31, 2028. The Contractor agrees to supply sand/salt spreaders and snow plow equipment, with a minimum of **five (5) sand/salt spreaders, each with a minimum capacity of three (3) yards**, and a minimum of **ten (10) suitable trucks for plowing** to be operating at the same time; a minimum of two (2) trucks shall be required when called out for intersections only; all in accordance with the following schedule:
 - a. For the furnishing of labor and equipment on an hourly basis for snow plowing; ten (10) trucks to be operating at the same time; \$_____ per hour, per large truck; \$_____ per hour per sand and salt spreader; \$_____ per hour, per small truck.
 - b. Front end loader rates: \$_____ per hour, per front end loader (with operator furnished by Contractor); and \$_____ per hour, per front end loader — NO OPERATOR.
 - c. The foregoing rates are based upon equipment in good and operable condition, such as will meet with and be subject to the approval of the Township Committee and include the services of

experienced operators and helpers to be furnished by the Contractor. Rates shall be adjusted appropriately in the event operators are furnished by the Township, or its representatives, by mutual agreement. Hand labor is to be furnished on demand at \$ _____ per hour.

- d. There shall be a minimum two-hour call out for snow plowing and sanding/salting services. The minimum call out does not apply to the front-end loader and hand labor rates.
3. The Contractor agrees to notify the Township Police Department when commencing and completing work under this Contract. The Contractor further agrees to have the equipment as set forth in paragraph 2 of this agreement available in good working condition, furnish experienced operators when required by the Township and to perform therewith such services as shall be ordered from time to time by the Township Committee or its representatives.
4. The Contractor agrees to perform all services required in accordance with this contract in a good and workmanlike and proper manner.
5. The Contractor agrees to furnish said equipment, labor and services to the Township in accordance with this contract and within thirty (30) minutes of notification by the Township. The Township reserves the right to obtain the equipment and services from another source if Contractor fails to furnish said equipment, labor and services within the required response time. Should the Contractor fail to furnish the labor and equipment as hereinbefore specified, the Contractor shall be responsible to the Township for all damages sustained by the Township, including, but not limited to, all expenditures made by the Township for labor and equipment in excess of the rates specified in this Contract.
6. The Contractor agrees to indemnify and save harmless the Township, its officers, employees and agents, and each and every one of them, against and from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the negligent acts, errors, or omissions of the Contractor or its subcontractors or the officers, agents or employees of either, while engaged in the performance of this Contract.
 - a. The Contractor specifically agrees that this obligation to indemnify and hold the Township harmless shall include the responsibility to reimburse the Township for any and all costs, expenses, fees (including legal fees in defense of any claim), and all damages of every kind and description which may arise out of or relate to the Contractor's negligent acts, errors or omissions relative to the performance of this Contract. This hold harmless obligation shall be applicable to any claim asserted against the Township or any loss incurred arising out of the Contractor's performance of this Contract.
7. The Contractor shall be fully responsible for all acts and omissions of any subcontractors and for any person directly or indirectly employed by said subcontractors to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the contract documents shall create a contractual relationship between any subcontractor and the Township or any obligation on the part of the Township to pay or to see to the payment of moneys due any subcontractor except as may otherwise be required by law.
8. The Township agrees to make payment for all labor and equipment furnished upon presentation of a properly prepared bill rendered on an approved Township form. Said payment shall be made after the next regular Township Committee meeting where the payment of said bills may be approved.
9. Contractor and any subcontractor(s) shall obtain and maintain, at their own expense, the following insurance coverage for the duration of this Contract and any extensions thereof: Workers' Compensation Insurance in accordance with the statutory requirements of the State of New Jersey, and Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence; Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$3,000,000 aggregate, including completed operations coverage; and Business Automobile Liability Insurance

covering all owned, hired, and non-owned vehicles used in connection with this Contract, with a combined single limit of not less than \$1,000,000 per accident. Any combination of primary and umbrella/excess policies may be used to satisfy the required limits. All policies shall be procured from insurers licensed to do business in the State of New Jersey and rated no less than A-: VIII by A.M. Best or its equivalent. The Township of Boonton shall be named as an additional insured on a primary and noncontributory basis on all General Liability and Automobile Liability policies. All policies shall contain a Waiver of Subrogation in favor of the Township, to the extent permitted by law. Certificates of insurance evidencing the required coverages shall be furnished to the Township Clerk prior to execution of this Contract and shall provide that the Township will receive not less than thirty (30) days written notice prior to cancellation or non-renewal of any policy, and not less than ten (10) days written notice in the event of cancellation for non-payment of premium. The carrying of insurance as required herein shall not be construed to limit the Contractor's liability under this Contract, nor shall it relieve the Contractor of any obligation to indemnify and hold harmless the Township as provided herein.

- 10.** The Township shall not be responsible to Contractor, as an independent contractor, in any matter excepting for payment of labor and materials furnished in accordance with the terms of this Agreement.
- 11.** Contractor shall comply with all federal, state and local laws and regulations and shall hold the Township harmless for any violation thereof.
- 12.** The Contractor shall submit an affidavit setting forth the names and addresses of all stockholders who own ten percent (10%) or more, of any class of stock in the corporation or of individual partners owning ten percent (10%) or more of interest in the partnership, pursuant to N.J.S.A. 52:25-24.2, as amended by P.L. 2016, c.43.
- 13.** During the term of this contract, the parties hereto agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth in Exhibit A, which is attached hereto and made a part hereof.
- 14.** The Township may make changes in the work from time to time within the scope of the work as the need arises without invalidating the contract. If such changes cause an increase or decrease in the contract price or in the contract time, there shall be an equitable adjustment as agreed to by the parties and authorized by change order.
- 15.** The initial term of this contract is from September 1, 2026 to August 31, 2028. Any one-year extension of this contract shall be subject to the following limitations:
 - a.** The extension shall be awarded by resolution of the Township Committee upon a finding by the Township Committee that the services under this contract are being performed in an effective and efficient manner; and
 - b.** Any price change included as part of an extension shall be based upon the price of the original contract and shall not exceed the change in the CPI index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time this contract is renewed; and
 - c.** The terms and conditions of this contract shall remain substantially the same.
- 16.** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein or any part thereof, or of his power to execute such contract to any other person, company or corporation without the previous consent in writing of the Township and he shall not assign to another by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with like consent. If the Contractor violates any of the above covenants, this contract may, at the option of the Township, be revoked and annulled and the Township shall thereupon be relieved and discharged from any and all liability and obligations growing out of this contract to the Contractor and to the person, company or corporation to whom the contract was assigned.

- 17. This contract, and any subsequent extensions thereof, is subject to the availability and appropriation of sufficient funds in the applicable Township budgets as may be required to meet the Township's obligations under this agreement.
- 18. This contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, and assigns.
- 19. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2C:21-34, 2C:27-2, 2C:27-3, 2C:27-5, 2C:27-9, 2C:27-10, 2C:27-11, 2C:29-4, 2C:30-2 or 2C:30-3 subsequent to September 13, 1977. This representation is made pursuant to N.J.S.A. 2C:51-2.f.

IN WITNESS WHEREOF, Contractor has hereto set his hand and seal and the Township has signed this Agreement by its Chairman thereunto duly authorized and has caused its seal to be hereunto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF BOONTON

Douglas Cabana, Clerk

By: _____, Mayor

(SEAL)

ATTEST:

By: _____

(SEAL)

STATE OF NEW JERSEY: COUNTY OF MORRIS: SS:

I CERTIFY that on the _____ day of _____, 20____, Douglas Cabana, personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the TOWNSHIP OF BOONTON, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is _____, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Township Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

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

Notary Public My Commission Expires: _____

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on the _____ day of _____, 20____, _____, personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person is the Secretary of _____, the corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is _____, the President of the corporation; (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; (d) this person knows the proper seal of the corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

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

Notary Public My Commission Expires: _____

ATTACHMENT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES CONTRACTS

During the performance of this contract, Contractor agrees as follows:

Contractor 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, 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 Compliance Officer setting forth provisions of this nondiscrimination clause.

Contractor 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, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Contractor 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.

Contractor agrees to comply with the 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.

Contractor agrees to attempt in good faith to employ minority and women workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

Contractor agrees to inform in writing appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, 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.

Contractor 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 applicable employment goals, the Contractor 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.

Contractor shall furnish such reports or other documents to the Division of Contract Compliance and 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 and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

ATTACHMENT B
NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a.** In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b.** No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c.** There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d.** This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c.490 (C. 18A:18A-51 et seq.).

ATTACHMENT C
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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