PUBLIC NOTICE

REQUEST FOR PROPOSALS

THE TOWN OF GUTTENBERG IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY is requesting proposals for the providing of snow removal services to the Town of Guttenberg from December 15, 2014 to December 14, 2015. Copies of the documents setting forth the scope of services, contract terms and conditions, proposal requirements, criteria for evaluation of proposals, and proposal submission requirements may be obtained from the Municipal Clerk of the Town of Guttenberg by telephoning the Clerk at 201-868-2315 or by visiting his offices at 6808 Park Avenue, Guttenberg, New Jersey, Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. Proposals will be accepted up to 2:00 p.m. (prevailing time) on Thursday, December 4, 2014.

Alberto Cabrera
Town Clerk

REQUEST FOR PROPOSALS

THE TOWN OF GUTTENBERG is accepting Proposals from providers of snow removal services to furnish snow removal services to the Town of Guttenberg with all the necessary labor and equipment for a period from December 15, 2014 to December 14, 2015. The approved vendor must provide the following:

SCOPE OF WORK

The work to be performed under this Contract shall include the removal of all snow from the streets of the Town of Guttenberg.

The Contractor shall furnish all materials, equipment, transportation, labor and all else necessary therefore and incidental thereto to complete the work. The Contractor shall be available to work under this Contract within two (2) hour after receiving notice from the Town by phone, by fax or by email.

The Town reserves the right to contact the Contractor at its sole discretion to perform the services of snow removal. The Town specifically advises the Contractor that there is no objective requirement for utilizing the Contractor for snow removal under this Contract. It will be the sole discretion of the Town when and if the Contractor shall be called upon to perform the services of snow removal for the Town of Guttenberg.

All work to be performed under this Contract shall only be for the streets of the Town of Guttenberg.

COST

Payments for snow removal services will be based upon the actual number of hours worked at the bid price as stated in the proposal. The proposal shall detail the cost of snow removal for each of the following equipment. Said cost shall include all cost of the equipment plus all labor utilized by the Contractor for snow removal with the use of the equipment. The equipment is as follows:

A. Two yard loader.

B. Dump truck (single axle).

C. Dump truck (tandem)

D. Backhoe machine.

The proposal shall list each item of equipment with the necessary labor at a cost per hour. The Contractor shall provide said cost pursuant to attachment "A".

INSURANCE

The successful bidder shall provide insurance as follows:

A. The Contractor shall not commence work under the Contract or under any special conditions until he has provided verification that he has obtained all insurance as required under the following sub-paragraphs and until such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work until all similar insurance has been obtained by the subcontractor and approved by the Town.

B. The Contractor shall take out an maintain during the life of the Contract Workmen's Compensation Insurance for all his employees working in the Town and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. If a subcontractor is not protected under the Workmen's Compensation Statutes, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance with a private company in an amount equivalent to that required by the Workmen's Compensation Statute for the protection of employees not otherwise protected.

C. The Contractor shall obtain and keep in force during the term of the Contract, public liability and property damage insurance from insurance companies and in a form approved by the Town. Said Insurance shall provide coverage to the Contractor, subcontractors performing work provided by this Contractor, and

the Town. The Town of Guttenberg, its officers, and agents shall be named as additional insured on said policy, insofar as the work and obligations performed under the Contract are concerned. The coverage, so provided, shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Town, the Contractor, any subcontractor or by anyone directly employed by either of them.

The minimum policy limits of such insurance shall be as follows:

A. Bodily injury liability coverage with limits of not less than $500,000 for bodily injury, including accidental death, to any one person, and subject to that limit for each person, in an amount not less than $1,000,000 for each accident; and property damage coverage in an amount of not less than $500,000 for each accident.

B. A copy of the insurance policy, together with a copy of the endorsement naming

the Town of Guttenberg, its officers, agents, servants and employees as their interest may appear as an additional insured, shall be provided by the Town within a reasonable time after receiving notice of award of Contract and before commencing any work.

C. The Contractor agrees to save the Town of Guttenberg, it officers, agents, servants, and employees, as their interest may appear, harmless from any and all loss or damage occasioned to it or to any third person or property by reason of any carelessness or negligence on the part of the Town, the Contractor, subcontractor, agents and employees in the performance of the Contract and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the Town of Guttenberg, its officers, agents, servants and employees, as their interest may appear, by the third person alleging injury by reasons of such carelessness or negligence and will pay any judgment which may be obtained against the Town of Guttenberg, its officers, agents, servants, and employees as their interest may appear in such suit. The Contractor shall furnish the insurance required.

Automobile equipment and Truck insurance covering vehicles owned and/or operated by the Contractor, vehicles operated for the Contractor, and vehicles owned and/or operated by subcontractors including those of employees when so operated shall be provided as follows:

A. One person in any one accident, amount of Five Hundred Thousand Dollars ($500,000).

B. Two or more persons in any one accident, amount of One Million Dollars ($1,000,000).

C. Property damage in any one accident, amount of Five Hundred Thousand Dollars ($500,000) with aggregate property damage policy limit of One Million Dollars ($1,000,000).

MINIMUM WAGE RATES

The Contractor is put on notice that he and all of his subcontractors must pay all workmen the prevailing wage rates promulgated by the New Jersey Department of Labor and Industry for this project, copies of which may be obtained by contacting the New Jersey Department of Labor at 609-292-2259 and which shall be made a part of this Contract, pursuant to Chapter 150, P.L. 1963, but in any case, must also comply with Federal regulations establishing a minimum wage rate.

In the event it is found that any workmen employed by the Contractor or any subcontractor covered by the Contract has been paid a rate of wages less than the prevailing wage required to be paid, the Town may terminate the Contractor's subcontractor's right to proceed with the work

or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Town for any excess costs occasioned thereby.

PROPOSAL SUBMISSIONS:

All persons interested in submitting a proposal for the providing of snow removal services shall submit a Proposal for the cost for snow removal services. Proposals shall be delivered to the Municipal Clerk at his office at the Town Hall of Guttenberg, New Jersey located at 6808 Park Avenue, Guttenberg, New Jersey on or about 2:00 p.m. (prevailing time) on Thursday, December 4, 2014. All persons submitting a Proposal are encouraged to contact Alberto Cabrera, Municipal Clerk, in an effort to personally be advised of the necessary requirements to provide the products requested.

PROPOSAL FORMAT:

1. Must include a completed and signed Proposal outlining responses to conditions raised in services sought.

2. Must include a Certificate of Insurance.

3. Must include copies of relevant licenses necessary to provide said services.

4. Must provide a list of all prior government agencies that company has provided snow removal services for the past (5) five years.

5. Must provide a cost outline.

6. Must provide a New Jersey Business Registration Certificate.

7. Must provide proof of ownership of all equipment and list of employees.

8. Disclosure of Ownership.

CONTRACT AWARD:

It is the intent of the Town of Guttenberg to award a Contract for the service required hereunder in accordance with competitive proposal procedures based on cost, experience and ability to provide the services and provided that the vendor meets all of the other cited requirements.

The Town of Guttenberg retains the right to reject any and all proposals or to award a Contract to the respondent whose proposal is deemed to be most advantageous to the Municipality, taking into consideration the factors cited above. Each unsuccessful offeror will be notified in writing promptly if a Contract award is made under this Request for Proposals, such notice will identify the successful contractor, and provide an opportunity for a debriefing meeting with the

Municipality's Municipal Clerk to discuss any questions.

SUBMISSION OF PROPOSALS:

Proposals (original + 2) shall be delivered to the Municipal Clerk at his office located at 6808 Park Avenue, Guttenberg, New Jersey no later than 2:00 p.m. (prevailing time) on Thursday, December 4, 2014. Same shall be addressed as follow:

Alberto Cabrera, Municipal Clerk
Town of Guttenberg
6808 Park Avenue
Guttenberg, New Jersey 07093

All proposals shall be submitted in sealed envelopes with the wording:

SNOW REMOVAL SERVICES

Alberto Cabrera
Municipal Clerk

ATTACHMENT "A"

THIS CONTRACT WILL BE AWARDED FOR 12 MONTHS

Name of Vendor _____

Contact Person _____

Business Address _____

_____

Business Telephone _____

Cell Phone _____

Business Fax No. _____

E-Mail Address _____

Cost Per Hour

A. Two Yard Loader _____

B. Dump Truck (Single Axle) _____

C. Dump Truck (Tandem) _____

D. Backhoe Machine _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICES 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 or sex. Except with respect to affectional or sexual orientation, 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 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 or 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 non-discrimination 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 or sex.

The contractor or subcontractors, 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 workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor and subcontractor, where applicable, 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.

The contractor and subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with N.J.S.A. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.S.A. 17:27-5.2.

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

The contractor and 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.

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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

TOWN OF GUTTENBERG

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
: SS.
COUNTY OF HUDSON :

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

I am _____

of the firm of_____ the Professional Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that the Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Town of Guttenberg relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

I am further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

Subscribed and sworn to before me
this _____day of _____, 2014

_____
Notary Public
State of _____
My Commission Expires_____

_____
(Signature or Professional)

_____
(Type or print name of Affiant and Title under signature)

TOWN OF GUTTENBERG

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership".

1. **If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.**

2. **If the professional service entity is a *corporation*, then the statement shall set forth the names**
   and addresses of all stockholders in the corporation who own 10% or mor of its stock of any class.

3. **If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.**

4. **If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.**

COMPLETE ON THE FOLLOWING STATEMENTS:

1. **Stockholders or Partners owning 10% or more of the company providing the submission:**

   Name: **Address:**

   _____

   _____

   _____

   SIGNATURE:_____ **DATE:**_____

II. **No Stockholder or Partner owns 10% of more of the company providing this submission:**

SIGNATURE:_____ DATE:_____

III. **Submission is being provided by an individual who operates as a sole proprietorship:**

SIGNATURE:_____DATE:_____

IV. **Submission is being provided by a corporation or partnership that operates as a (check one of the following):**

_____ Limited Partnership **_____Limited Liability Corporation**

_____ Limited Liability Partnership **_____Subchapter S Corporation**

SIGNATURE:_____DATE:_____