

**REQUEST FOR SEALED PROPOSALS FOR
2016
SNOW PLOWING & REMOVAL SERVICES**

The Borough of Highlands is currently seeking sealed proposals for **Snow Plowing & Removal Services** for the 2016 snow season commencing date of award to December 31, 2016. An option for an extended contract commencing January 1, 2017 and continuing through December 31, 2017 is also made available and may be considered for acceptance by the Borough. Proposals will be accepted by email or US Mail and must be received by **December 16th, 2016**. Proposals transmitted by email must be sent to the following address: bgeoghegan@highlandsborough.org. Proposals sent via US Mail must be addressed to:

Brian Geoghegan, Borough Administrator
Borough of Highlands/Sealed Snow Plowing RFP
42 Shore Drive
Highlands, NJ
07732

SCOPE OF WORK:

- Whenever the weather is conducive to snow, sleet or ice, the contractor agrees to remain ready, willing and immediately available to commence snow removal services within one hour of notification by the Borough DPW Superintendent or his designee.
- Communication between the contractor and the Borough DPW Superintendent or his designee is critical to addressing the needs of the community for this contract. In the event the contractor cannot reach the Borough DPW Superintendent or his designee regarding any questions or to seek approval for additional work, the contractor must contact the Borough Administrator, to obtain approval.
- All work performed by the contractor must be accomplished using the contractor's owned and/or rented equipment. All equipment must be inspected to assure safe operation prior to use on Borough roads. All work must be performed by the contractor or the contractor's employees. Any use of subcontractors must be approved by the Borough Administrator in advance.
- The contractor shall salt or plow all municipal roads and access points to all municipal properties. Municipal properties shall include: Note the list for Zones 1-4.
- Municipal roads to be serviced under this contract shall include: list/map is attached
- Salt will be provided by the Borough and available for pickup at the Borough of Highlands DPW Yard located on Shore Drive, Highlands, N.J. In the event there is no salt available from the Borough of Highlands, the contractor will contact the Borough DPW Superintendent or his designee to utilize another location of which will be the Monmouth County DPW Yard, Belford, N.J.

- Roads shall be plowed whenever approximately 2" of snow has fallen.
- Care should be taken to keep intersection sight lines clear and free from snow mounds, wherever possible.
- Post-storm cleanup shall include the removal of snow mounds at intersections and other public areas of access. Snow piles shall be delivered to Skate Park Parking Lot without obstructing future vehicle access into the park or near the playground area.

METHOD OF AWARD:

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

The Borough will take the requirements listed below into consideration when awarding to (a) vendor(s).

INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

REFERENCES:

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

FEES:

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

TAX EXEMPTION:

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

TIME TO RESPOND:

Please include the response time from call out to beginning of work.

MISCELLANEOUS REQUIREMENTS:

Business Registration Certificate:

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

Public Works Contractor Registration Act:

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

Affirmative Action Compliance Notice:

Contractors must sign the acknowledgement notice within this packet.

Non- Collusion Affidavit:

State Statutory Reference N.J.S.A. 52:34-15

APPENDIX A

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Mandatory Affirmative Action Language)

FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:

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

The Vendor 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 Vendor 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 of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor 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 workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with 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.

The Vendor or 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 of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Vendor 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 applicable employment goals, the Vendor 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 Vendor 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 Vendor and its subcontractors 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 & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

FOR CONSTRUCTION CONTRACTS:

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

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

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

The Vendor or Subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and Americans with Disabilities Act.

When hiring workers in each construction trade, the vendor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a vendor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B, and C, as long as the Affirmative Action Office is satisfied that the vendor is employing workers provided by a union which provides evidence, in accordance with the standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are a minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c 127, as amended and supplemented from time to time. The vendor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A) If the vendor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the vendor or subcontractor shall within three (3) days of the contract award, seek assurances from the union that it will cooperate with the vendor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the vendor or subcontractor is unable to obtain said assurances

from the construction trade union at least five (5) days prior to the commencement of construction work, the vendor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the vendors or subcontractors prior experience with the construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the vendor or subcontractor agrees to prepare to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the vendor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority or female workers consistent with the applicable employment goal.

- B) If the hiring of workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the vendor does not have referral agreement or arrangement with a union for a construction trade, the vendor or subcontractor agrees to take the following action consistent with the applicable county employment goals:
1. To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs and request referral of minority and female workers;
 2. To notify any minority and female workers who have been listed with it as awaiting available vacancies.
 3. Prior to commencement of work, to request the local construction trade union, if the vendor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
 4. To leave standing request for additional referral to minority and female workers with the local construction trade union, if the vendor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the vendor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975. C. 127;

To adhere to the following procedure when minority and female workers apply or are referred to the vendor or subcontractor:

- i) If said individuals have never previously received any document or certifications signifying a level of qualification lower than required, the vendor or subcontractor shall determine the qualifications of such individuals and if the vendors or subcontractors workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a vendor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency, is acceptable to the Affirmative Action Office and provided further, that, if necessary, the vendor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of the requirements of this paragraph, however, are limited by the provisions of (C) below.
 - ii) If the vendors or subcontractors workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first considerations in the event the vendors or subcontractors workforce is no longer consistent with the applicable employment goal.
 - iii) If, for any reason, said vendor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advance trainee or apprentice, the vendor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy of the Public Agency Compliance Officer and to the Affirmative Action Office.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and shall be submitted promptly to that

office upon request.

- C) The vendor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the vendor or subcontractor from complying with the hiring hall or apprenticeship provision in any applicable collective bargaining agreement or hiring hall arrangement, and, where, required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the vendor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the vendor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which results in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or on the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the vendor or subcontractor agrees that, in implementing the procedures of the proceeding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.
- D) The vendor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than fourteen days; and to submit a copy of the monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The vendor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job programs for outreach and training of minority and female trainees employed on construction projects.
- E) The vendor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

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

(Notary Public)
My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *5121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

APPENDIX B
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Vendor and the Borough of Carteret, (hereafter "Borough") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the Borough, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Vendor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Borough's grievance procedure, the Vendor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

LIST OF SUBCONTRACTORS

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

WORK

SUBCONTRACTOR

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

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

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

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

**BOROUGH OF HIGHLANDS
REQUEST FOR PROPOSAL
SNOW PLOWING & REMOVAL SERVICES 2016**

DATE:

COMPANY NAME: ADDRESS:

The undersigned declares that he/she has carefully examined and fully understands the specifications and requirements contained in the Request for Proposal and agrees to furnish and deliver all materials and work in accordance with said terms.

Contractor

Authorized Signature

Print Name

Title

Telephone (office)

Cell Phone

Email Address

Telephone (office)

Cell Phone

Email Address

Response Time:

HOURLY RATES:

Truck/Plow \$ _____

Machine \$ _____

Salting Application \$ _____

Backhoe \$ _____

Flagger \$ _____

Holiday and State of Emergencies shall be calculated at the hourly plus one-half rate for each category.

OPTION FOR EXTENDED CONTRACT

I am or I am not _____ submitting this proposal for consideration of a one-year extension

at the above stated rates beyond December 31, 2016 and for the period through but not later than December 31, 2017. *(Contractor shall initial above)*

REFERENCES:

Contact Name/Company

Telephone/Email address

Length of Contract

Contact Name/Company

Telephone/Email address

Length of Contract

ZONE -1

PRIORITY ONE:

SHORE DRIVE
BAY AVENUE
BAYSIDE DRIVE
KING STREET
MARIE STREET
CENTRAL AVENUE
COMMUNITY CENTER
SEA DRIFT AVENUE

PRIORITY TWO:

LOCUST STREET
FAY STREET
WILLOW STREET
MATTHEW STREET
GRAVELY POINT RD.
CENTRAL AVENUE
BEACH BLVD.
OCEAN AVENUE
SNUG HARBO AVENUE
WATERWITCH AVENUE
HUDDY AVENUE
WATERWITCH AVENUE
HUDDY AVENUE
BEADLE PALCE
MARINE PLACE WEST
RECREATION PLACE WEST
CHEERFUL PLACE
WASHINGTON AVENUE
BARBERIE ACENUE
SEAD DRIFT AVENUE
MARINE PLACE EAST
RECREATION PLACE WEST

PRIORITY THREE:

COMMUNITY CENTER
CENTRAL AVE.PARKING LOT
WATERWITCH AVNEUE
EAST SIDE SIDEWALK
INTERSECTIONS/ STORMDRAINS

ZONE-2

PRIORITY ONE;

SHORE DRIVE
NORTH STREET WEST
SOUTH SECOND STREET
SOUTH STREET
FIREHOUSE
DPW
SHREWSBURY AVENUE
SOUTH LINDEN AVENUE
WATERWITCH AVENUE
LINDERN AVENUE (IF NEEDED)
SCENEIC DRIVE
ORCHARD STREET

PRIORITY TOW:

NORTH STREET
NORTH STREET EAST
CORNWALL STREET
JACKSON STREET
JOHN STREET
CENTER STREET
KAY STREET
SPRING STREET
SOUTH BAY AVENUE
VALLEY AVENUE (NORTH)
WADDELL STREET
ROGERS STREET
WILLIAMS STREET
RALPH STREET
LAUREL STREET

PRIORITY THREE:

MILLER AVENUE
WEST SIDE SIDEWALK
SHORE DRIVE SEWER PLANT
SHORE DRIVE PARKING LOT

PRIORTY THREE CONT'D

NORTH SHORE DRIVE
WATERWICH AVENUE
WEST SIDE SIDEWALK
HIGHLANDS ELEMENTARY

ZONE-3

PRIORITY ONE

SHORE DRIVE
BAY AVENUE(IF NEEDED)
MILLER STREET
VALLEY STREET
SECOND STREET
POLICE DEPARTMENT-SHORE DRIVE
BOROUGH OFFICES- SHORE DRIVE
BOROUGH OFFICES-19 Bay Avenue
FIRST AID BUILDING

PRIORITY TWO

MARINA BAY DRIVE
ATLANTIC STREET
SECOND STREET
CEDAR STREET
FOURTH STREET
FIFTH STREET
PRIVATE ROAD

PRIORITY THREE

BOROUGH OFFICES- SHORE DRIVE
CLAM PLANT PARKING AREA
VALLEY STREET PUMP STATION
ASSOCIATION LOT
MILLER STREET BEACH
INTERSECTIONS/STORMDRAINS/FIRE HYDRANTS