

NOTICE TO BIDDERS

NOTICE is hereby given that the Township Committee of the Township of Tabernacle, in the County of Burlington and State of New Jersey, **will receive and open sealed bids at 10:00 A.M. on Tuesday, October 20, 2020** at Tabernacle Town Hall, 163 Carranza Road, Tabernacle, NJ 08088 for:

TABERNACLE TOWNSHIP SNOW PLOWING SERVICES

Copies of the Specifications, Instruction to Bidders and Proposal Forms are on file with the Registered Municipal Clerk, La Shawn R. Barber, and may be obtained at the Tabernacle Town Hall, 163 Carranza Road, in said Township between the hours of 8:00 AM and 4:00 PM on any day, Monday through Friday or by Email: Lastwpclerk@townshiptabernacle-nj.gov. All bids shall be submitted by the hour, date and place indicated above for receiving sealed bids, and shall be submitted only on the official proposal form in a sealed envelope bearing the name and address of the bidder, addressed to the Registered Municipal Clerk. The Township reserves the right to reject any and all bids or to waive any informality in the bid proposals that may be deemed to be in the best interest of the Township. The Township will award a contract on this bid subject to the availability of funds therefor. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

By order of the Township Committee of the Township of Tabernacle.

**La Shawn R. Barber, RMC/CMR
Municipal Clerk**

REQUEST FOR BIDS

Tabernacle Township Snow Plowing Services Specifications

The Township of Tabernacle is seeking quotes for the removal of snow and ice from public roadways during the **2020-2021 winter season**, November 1, 2020 through April 30, 2021. Quotes are to be an all-inclusive hourly rate for one truck with snow plow and operator. **Bids must be returned by Tuesday, October 20, 2020.**

Vendor Requirements:

The contractor shall supply all personnel, vehicles, equipment, and necessary apparatus to perform the requirements of work detailed in these specifications including, but not limited to, plow trucks, operators and/or drivers, fuel, oil, ballast, chains, repairs, insurance, and supervision as required. The contractor should be located within a 12 miles radius of Tabernacle Township Department of Public Works in order to provide timely response to storm call in and respond to any break downs of equipment. The contractor shall not receive compensation for those hours during which equipment or vehicles fail to operate due to mechanical problems or absence of work crew.

Contractor shall provide the Township Director of Public Works or his designee with the name and phone number for a company representative that can be reached twenty-four (24) hours per day, seven (7) days a week during the snow season. Contractor will begin plowing operations within 90 minutes of being so directed by the designated Township representative. At no time will the Contractor begin operations prior to receiving authorization from the Township Department of Public Works. Verbal notification shall include leaving a message on the contractor's designated phone, at which time the response clock will begin. The contractor will acknowledge receipt of the message and provide an estimated start time.

The Contractor shall be liable for any damage to property along the Township roadway including curbing, signs, and mailboxes that arise out of or in connection with the performance of the work. Any damage incurred should be immediately reported to the Department of Public Works designee. All motor vehicle accidents shall be immediately reported to the police. A contact person should be provided to handle complaints. No private work should be done during contracted hours by contracted vehicle and driver.

Snow plow operators shall maintain a valid driver's license appropriate to the type of vehicle being operated.

Contractor is responsible for pushing snow off roadways. All roadways assigned to the Contractor shall be cleared "curb-to-curb," as close to the roadway surface as possible. The Contractor will notify the designated Township representative when a development/neighborhood is complete. The Contractor

must have the ability to be responsible for application of salt or other de-icing material before and after plowing has begun, on a storm by storm basis. Salt will be supplied by Tabernacle Township.

Upon award of work, Contractor shall supply the Township with a Business Registration Certificate and Certificate of Insurance naming the Township of Tabernacle as an additional insured. Minimum \$3,000,000.00 umbrella over \$1,000,000.00 for all underlying lines of coverage.

Equipment:

A minimum 14,000 GVW truck with four-wheel drive or 21,000 GVW truck with two-wheel drive is required. Each truck shall be equipped with either straight power angle or tapered right hand discharge plow blades minimum 9 feet wide, traction grip tires, and sufficient ballast to perform the work. Contractor shall notify the Director of Public Works that the plows are equipped with steel edges. All equipment should be available for inspection prior to November 1, 2020. It will not be acceptable to substitute skid-steer or front-end loaders for the specified equipment.

All equipment will be capable of sufficiently plowing at least six-inches of snow at a time.

All vehicles shall be properly registered and insured as required by New Jersey Motor Vehicle Statutes. The successful contractor will provide proof to the Township upon award.

Locations:

The contractor will be responsible to clear snow from roadways and public cart-ways in the following areas of Tabernacle Township as designated by the Department of Public Works designee:

- Medford Farms – Hawkin Road, Riedel Drive, Worrell Drive, Wynn Road, Cramer Road, Richter Road, Hill Road, Moore Road, Lake Road, Mark Lane, Moore Road West, Bishop Road, Old Indian Mills Road (Rt. 206 Southampton Twp. to Medford Lakes Road), Lakeview Drive, Lee Drive, Hillcrest Drive, Spring Drive, Anne Drive, Woodside Drive (farms section), Summit Drive.
- Forest Lanes – Forest Lane, Forest Court.
- Darrowby Chase – Foxsparrow Turn.

Dependent upon conditions, contractor may be requested to service more or less area.

When deemed necessary, the Director of Public Works or his designee reserves the right to supplement areas to be serviced with additional equipment from the Township resources or an outside contractor.

Payment:

Contractor shall invoice the Township within ten days of completion of work for a storm. The invoice must include date worked, hours worked, area plowed, hourly rate, and total due. A three-hour (3) minimum per storm authorization will be provided. Upon receipt of the invoice and signed purchase order voucher, the Township will submit payment within 45 days.

FORM OF PROPOSAL
FOR TABERNACLE TOWNSHIP SNOW REMOVAL SERVICES

HOURLY RATE*: \$ _____

*Includes one vehicle, plow, sander, driver/operator, fuel, oil, ballast, insurance per individual snow removal equipment set-up. Salt provided by Township.

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____

Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

Note any substitutions or deviation from the specifications below:

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative 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 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 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 contractor 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, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

The contractor and the Township of Tabernacle, (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. S121 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.

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.

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:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> 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__.

(Affiant)

(Notary Public)

My Commission expires:

(Print name & title of affiant)

(Corporate Seal)

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-D
Name of Form:	BUSINESS REGISTRATION CERTIFICATE
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference	Statutory and Other Requirements VII-D
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

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. These resources and a Frequently Asked Questions resource should be consulted when questions arise. **The Contactor’s BUSINESS REGISTRATION CERTIFICATE must be submitted with the bid documents.**

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

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

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: _____