

**BLOOMFIELD PARKING AUTHORITY
ESSEX COUNTY, NEW JERSEY**

Invitation to Bid

Snow Removal & Plowing Services

BLOOMFIELD PARKING AUTHORITY * 23 Lackawanna Place * BLOOMFIELD, NJ 07003

(973) 680 - 8960

NOTICE TO BIDDERS

The Bloomfield Parking Authority, in the Township of Bloomfield, County of Essex, New Jersey is seeking companies to perform **SNOW REMOVAL & PLOWING SERVICES FOR CONTRACT YEAR THE PERIOD THROUGH MAY 31, 2017**. Bid forms may be obtained in person at the offices of the Bloomfield Parking Authority, 23 Lackawanna Place, Bloomfield, NJ 07003, during regular business hours, 8:30 a.m. to 5:00 p.m. or by calling (973) 680-8960. Sealed proposals, clearly marked with the title and name and address of party making same, addressed to the Township of Bloomfield will be received by mail, or hand delivery, at the Authority's Office, 23 Lackawanna Place, Bloomfield, NJ 07003. Submission due no later than 2:00 P.M. on September 29, 2016 and will be publicly opened and read at that time in the Bloomfield Parking Authority Office on the same day. No bids received after that time will be considered. Bidders are required to comply with the Affirmative Action Requirements pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, and have a New Jersey Business Registration Certificate P.L. 2004.

Request for Bids

The Bloomfield Parking Authority requests proposals for Snow Plowing and Snow Removal and Hauling within the Township of Bloomfield for coverage through May 31, 2017. It is the Bloomfield Parking Authority's desire to have a pool of vendors that can be used exclusively during this period. All vendors that apply and meet the specifications will be eligible to be called, on an as needed basis.

Scope of Work:

The contractor shall provide one or more trucks with a minimum GVW of 26,000 lbs. with a ten foot (10') plow for plowing and/or 20 to 30 cubic yard roll-offs with truck or tandem and tri axle type dump truck and front end loader for removal with properly licensed CDL driver and agree to comply with the Rules and Regulations for Snow Plowing, Removal, and Hauling in parking facilities owned by the Bloomfield Parking Authority in the Township of Bloomfield. Contractors will be notified to report for work at the discretion of the Executive Director of Bloomfield Parking Authority or his designee. Determining factors for need of plowing trucks include but are not limited to: Depth of snow or availability of Bloomfield Parking Authority equipment and personnel. The Authority does not expect to request such services in the event of accumulating snowfall of 2 inches or less. A determining factor for need of hauling trucks is an accumulating snowfall that requires snow to be hauled away to open streets for traffic and emergency vehicles. The parking facilities for which the services may be requested include 8 surface parking lots and the roof of the Lackawanna Parking Garage located at 23 Lackawanna Place in the Township. The Authority's surface lots are depicted and/or referred to in a map on the Authority's website (www.bloomfieldparking.org) under the tab - "Maps of Facilities".

Plowing:

Time for payment for plowing services will start when the contractor truck arrives at 23 Lackawanna Place with chains and plow mounted and receives an assignment from the designated Bloomfield Parking Authority staff member. Time will cease when released by the designated Bloomfield Parking Authority staff member. No travelling time will be paid between the contractor's site and the 23 Lackawanna Place.

The contractor must notify the designated Bloomfield Parking Authority staff member prior to leaving the plow route for any reason. No fuel or equipment will be supplied. Time for payment will not include down time due to failure of contractor's equipment, rest breaks, or meals. No repairs will be made by employees of the Bloomfield Parking Authority. The Bloomfield Parking Authority will not be responsible for any damage to the contractor's property.

Removal and Hauling:

Time for payment for removal and hauling services will start when the contractor truck arrives at 23 Lackawanna Place and receives an assignment from the designated Parking Authority staff member. Time will cease when released by the designated Parking Authority staff member. No travelling time will be paid between the contractor's site and the 23 Lackawanna Place.

The contractor must notify the Executive Director or his designee prior to leaving the removal

and hauling route for any reason. No fuel or equipment will be supplied. Time for payment will not include down time due to failure of contractor's equipment, rest breaks, or meals. No repairs will be made by employees of the Bloomfield Parking Authority. The Bloomfield Parking Authority will not be responsible for any damage to the contractor's property.

Instructions to Bidders:

The successful bidder shall execute a formal contract to fulfill the obligations incurred by its proposal within ten (10) days after notice of such award. Neither the contract nor any part thereof, nor the monies due the contractor, shall be assigned without written consent of the Bloomfield Parking Authority.

The contractor agrees that it will indemnify and save harmless the Bloomfield Parking Authority from any action at law for damages for injury to property or injury to person, or persons, including death arising from acts of negligence on the part of the contractor, sub-contractor, or respective agents, employees and servants and because of any breach of the contract or of the rules, regulations, and conditions upon which the same is based. The contractor further agrees to comply with all Ordinances of the Township of Bloomfield, together with all statutes of the State of New Jersey, relative to the above-referenced contract and Chapters 10 and 11 of Title 34 of said statutes, which relate to the eight hour work day, and the payment of prevailing wages to the employees of the contractor. The contractor assumes responsibility that the driver of his equipment is properly licensed in the State of New Jersey and maintains the proper CDL classification for equipment operated.

Please Include:

- Non-Collusion Affidavit, which is part of this RFP
- Certificate of Insurance naming the Bloomfield Parking Authority as additional insured
- A copy of your Business Registration Certificate
- Stockholder Disclosure Certification
- Affirmative Action Evidence
- Minority/Woman/Veteran Owned Business Questionnaire for Bidders

PROPOSAL

Snow Plowing for the Bloomfield Parking Authority, Township of Bloomfield, NJ 07003

The undersigned has read the advertisement, instructions to bidders, scope of work, and rules and regulations for the snow removal contract. A Non-Collusion affidavit, Contract, Certificate of Insurance, Business Registration Certificate, and Political Disclosure form are attached hereto. We will comply with all the terms and agreements set forth therein if awarded the contract.

The undersigned agrees to furnish _____ truck(s) operated by a capable licensed driver for snow plow operations as needed for the period through May 31, 2017.

(A) _____ Single axle trucks (minimum 26,000 GVWR) for the sum of _____ per hour per truck for plowing.

(B) _____ Tandem axle trucks (minimum 26,000 GVWR) for the sum of _____ per hour per truck for plowing.

(C) _____ Single axle trucks (minimum 12,000 GVWR) for the sum of _____ shall make this proposal with full knowledge of the stipulations and requirements. If this contract is awarded to our firm we will enter into the same with good and sufficient sureties for faithful performance.

Name _____

Address _____

Date _____

Telephone number _____

By _____

(Signature and Title of Company Officer authorized to execute contract)

**PLEASE SUBMIT PROPOSAL IN DUPLICATE. NO BID DEPOSIT
REQUIRED.**

PROPOSAL

Snow Removal and Hauling for the Bloomfield Parking Authority, Township of Bloomfield, NJ

The undersigned has read the notice to bidders, instructions to bidders and scope of work for the snow removal contract. A Non-Collusion affidavit, Contract, Certificate of Insurance, Business Registration Certificate, and Political Disclosure form are hereto attached. We will comply with all the terms and agreements set forth therein if awarded the contract.

The undersigned agrees to furnish _____ truck(s) and/or front end bucket loaders operated by a capable licensed driver for snow removal and hauling operations as needed for the period through May 31, 2017.

(A) _____ 20 cu.yd. roll offs for the sum of _____ per hour per truck for hauling.

(B) _____ 30 cu.yd. roll offs for the sum of _____ per hour per truck for hauling.

(C) _____ Tandem axle trucks for the sum of _____ per hour per truck for hauling.

(D) _____ Tri-axle trucks for the sum of _____ per hour per truck for hauling.

(E) _____ Front end bucket loaders (minimum 2.5 cu.yd.) for the sum of _____ per hour per loader for loading. State bucket size of loader(s) you will provide _____ shall make this proposal with full knowledge of the stipulations and requirements. If this contract is awarded to our firm we will enter into the same with good and sufficient sureties for faithful performance.

Name _____

Address _____

Date _____

Telephone Number _____

By _____

(Signature and Title of Company Officer authorized to execute contract)

PLEASE SUBMIT PROPOSAL IN DUPLICATE. NO BID DEPOSIT REQUIRED.

Business Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

(REVISED 4/10)

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 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.

(continued)

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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website 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** .

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

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

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes _____ (If yes, submit a copy of such approval.) No
2. Do you have a State Certificate of Employee Information Report approval?
Yes _____ (If yes, submit a copy of such approval.) No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME: _____

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

(Signature)

(Printed Name and Title)

(Address)

Subscribed and sworn to before me

This _____ day of _____ 20 _____

Notary Seal

STOCKHOLDER DISCLOSURE CERTIFICATION

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. _____

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

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp _____

Corporation _____ Sole Proprietorship _____ Limited Liability Partnership _____

Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW

Name: _____

Home Address: _____

Stockholders:

Name: _____

Home Address: _____

Name _____

Home Address: _____

*use separate sheet if needed for additional stockholders.

Owner or Representative Signature

Print Name & Title

NOTARY PUBLIC

Signed and Sworn before me this
_____ day of _____, 2016.

SIGNATURE

**PLEASE INCLUDE
COMPANY W-9**

BLANK FORM NOT INCLUDED

**MINORITY/WOMAN/VETERAN OWNED BUSINESS
QUESTIONNAIRE FOR BIDDERS**

The Bloomfield Parking Authority, in accordance with the stated policy of non-discrimination and equal employment opportunity has a goal of encouraging minority, woman and veteran owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned, woman owned and/or veteran owned business, and return this form with your bid proposal.

_____ Minority Owned

_____ Veteran Owned

_____ Woman Owned

_____ Minority, Woman and Veteran Owned

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise: a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Veteran Business Enterprise: a business which is a sole proprietorship, partnership or corporation of at least 51% which is owned and controlled by a United States veteran.

In the event your company is not a woman, minority or veteran owned business but does have woman, minority or veteran ownership, please indicate the percentage of each form of ownership below:

_____ % Minority Owned

_____ % Veteran Owned

_____ % Woman Owned

_____ % Minority, Woman and Veteran Owned