

NOTICE OF REQUEST FOR PROPOSALS

The Borough of Watchung is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

Sealed Request For Proposal (RFP) responses will be received by the Borough Clerk on December 5, 2023 at 10:00 am in the Office of the Borough Clerk, Watchung Municipal Building, 15 Mountain Boulevard, Watchung, New Jersey, at which time and place responses will be opened for:

Snow Removal Services

Each sealed envelope containing a proposal shall be plainly marked on the outside to clearly show the specific service for which an individual or firm is submitting a proposal. The proposals will be evaluated by the Mayor and Council of the Borough of Watchung and contracts will be awarded based on (1) individual or firm experience and reputation in the field (a copy of the resume of each individual performing the work is to be included); (2) knowledge of the Borough of Watchung and subject matters to be addressed under the contract; (3) availability to accommodate any required meetings; (4) compensation proposal; (5) at least 2 references with address and phone number; (6) a certification that no immediate relatives of any principal of the firm is employed by, or serve as elected officials of the Borough of Watchung; (7) an explanation as to when each individual performing work received his or her license to practice in this State; (8) a copy of the firm's Certificate of Liability Insurance; (9) a copy of the firm's Business Registration Certificate, and (10) Submission of all the information requested in the RFP. All contracts pursuant to the fair and open process will be awarded by resolution and require a majority vote of the Borough Council at a public meeting. These contracts shall be awarded in compliance with N.J.S.A. 19:44A-20.4 et. seq., N.J.S.A. 10:5-31 and N.J.A.C. 17:27 42 U.S.C. Section 12101 et. seq. (Americans with Disabilities Act of 1990), N.J.S.A. 40A:11-23.2 (as authorized by N.J.S.A. 52:25-24.2) -Disclosure of Ownership and N.J.S.A. 52:32-44 (Business Registration). Any questions regarding this notice should be directed to the Borough of Watchung, Office of the Chief Financial Officer, 15 Mountain Blvd., Watchung, New Jersey

Specifications and instructions may be obtained at the Office of the Borough Clerk, Municipal Building, 15 Mountain Blvd., Watchung, New Jersey or at the Borough website, www.watchungnj.gov.

Edith Gil
Borough Clerk October 30, 2023

REQUEST FOR QUOTATION
BOROUGH OF WATCHUNG, SOMERSET COUNTY, NEW JERSEY

PROPOSAL FOR SNOW PLOWING SERVICES FOR CALENDAR YEAR 2023

This is an open-end contract which means that this is a contract for which price proposals are being solicited on a unit basis because exact quantities needed are not known at the time proposals are submitted. Set forth below are the minimum and maximum number of units that can be ordered for each item under the contract. Orders placed under such open-end contracts shall not be considered change orders, but shall be subject to the requirements specified in N.J.A.C. 5:30-11.10.

INTERPRETATION OF QUANTITIES IN THE PROPOSAL: The minimum and maximum quantities appearing in this proposal are estimates. The Borough has a right to increase or decrease the quantities of work, or has the right to eliminate Items in their entirety, at its sole discretion. The Borough will pay only for the quantities of work completed as specified in the Contract.

IF AND WHERE DIRECTED: This proposal includes certain geographic areas of the Borough of Watchung. However, the Borough may also include other areas for which the Borough requires additional services which are assigned as “if and where directed.” The estimated quantities set forth in this Proposal for assigned areas and “if and where directed” areas are presented for the purpose of obtaining a representative proposal price, but are not indicative of the Department’s intent regarding incorporation into the Project. The Borough Administrator or his designee, has the right to direct the Contractor to perform work in any quantity, up to the maximum number of units set forth below.

SNOW PLOWING SERVICES

January 1, 2024 – December 31, 2024

Operator and truck (year of truck) _____ with _____ ft. Plow \$ _____ per hour

Operator and truck (year of truck) _____ with _____ ft. Plow \$ _____ per hour

Minimum quantity -0- hours

Maximum quantity 500 hours

In witness whereof, the contractor has executed this proposal and agrees to perform the work in accordance with the terms and conditions of the Contract Documents if awarded this contract.

Company name: _____

Address: _____

Date: _____ Telephone Number: _____

Print Name: _____

Signature: _____

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BOROUGH OF WATCHUNG
SNOW PLOWING – GENERAL CONDITIONS AND SPECIFICATIONS

General Provisions: Contractor to furnish all necessary equipment and provide all necessary labor for the removal of snow and ice on specified roads or other areas designated within the Borough of Watchung by the Department of Public Works.

1. Contractor to supply a maximum of two (2) suitable trucks, minimum size acceptable 18,000 GVW, equipped with proper snow plows, 9-foot minimum width, together with qualified operators as may be required by the Borough of Watchung to promptly and adequately remove snow and ice from all designated municipal streets.
2. It is understood and agreed by and between the parties that said trucks and other equipment shall be placed in immediate service to remove snow and ice from said by roads the Contractor within one (1) hour from the time said Contractor is notified of the need of such work. Said roads and other areas within the Borough of Watchung shall be plowed by the Contractor for the use by the public in accordance with a priority schedule as will be established by the Department of Public Works.
3. Notice of the need for said equipment shall be deemed to have been given as soon as a telephone call is made by the Public Works Manager or his/her designee to the offices of the Contractor or other such number as may be designated by the Contractor in writing to the Borough. The Contractor will maintain sufficient personnel and equipment to perform said work at any hour of the day or night during the term of this contract.
4. The driver of each vehicle must sign in and out at the Public Works Garage Office.
5. The Contract shall start **January 1, 2024** and continue to and include December 31, 2024.
6. The time of use of such equipment shall be calculated from the hour on which the Contractor shall report to the Department of Public Works at 880 Somerset Street with a list of the equipment in actual operation on the roads within the Borough of Watchung. This list shall be subject to verification by the Department of Public Works. The Contractor shall keep accurate and complete records available for inspection by the Department of Public Works of the actual hours of operation of such equipment and such operational time shall be subject to verification at periodic intervals by the Department of Public Works immediately on termination of the use of such equipment.

7. Each driver must possess a valid CDL driver's license, Class B. A list of drivers must be provided to the Public Works Manager.

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8. The Contractor shall keep the work under his personal control and shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title, or interest in or to the same or any part thereof, without the consent in writing of the BOROUGH. The Contractor shall be required to carry and operate cellular phones in each vehicle during operational time in order to maintain communications at all times with the Public Works Manager. Cell numbers shall be given by the driver at time of sign-in at the Public Works Garage office.
9. Contractor shall list any other equipment available to be used as necessary, together with the hourly rate proposed for each piece. This rate shall include the furnishing of a skilled operator and the necessary fuel, oil and any other item necessary to keep the item of equipment in operation.
10. The **BOROUGH** may award this Contract to one or multiple contractors if same is in the best interests of the **BOROUGH**.
11. Refueling vehicles will be the responsibility of the owner.
12. The Contractor shall send to the BOROUGH Clerk the registration number and vehicle identification number of each vehicle that you will use this plowing season and only those trucks unless otherwise changed prior to sign-in. It is further stipulated that every Contractor must inspect his route with his driver at least once, prior to first storm. The CONTRACTOR shall be under the direction of the Manager of Public Works or his Designee. The Public Works Manager shall determine route assignments at his discretion. A detailed map(s) of road assignment and priority along with a high-band portable radio(s) shall be provided at sign-in.
13. The maximum chargeable time by the Contractor in any one (1) calendar day shall not exceed twenty-two and one-half (22-1/2) hours is based on the following computations: A calendar day equals 24 hours and within this 24 hour day, the Contractor will have at least three (3) meals lasting a half (1/2) hour each (24 hours minus 1-1/2 hours equals 22-1/2 hours maximum). No compensatory time is to be paid for the miscellaneous time taken for the attachment or detachment of plowing equipment, breakdowns or meals. All miscellaneous time must be called in to the Public Works Director or designee.

14. Contractor may be required to remove snow and ice on additional roads and/or other areas of the Borough by the Department of Public Works or authorized representative. The removal of additional snow and/or ice is in its sole discretion of the Borough of Watchung Public Works.
15. Prior to the demobilization of road assignment(s), the Public Works Manager or designee shall inspect the condition of the roadways to ensure passage for emergency equipment, the traveling and the accessibility to curb side mailboxes for the U.S. Postal Service. The roadway shall be clear curb to curb of accumulated snow or the entire width of existing cart way.

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16. Each driver must possess a valid CDL driver's license, Class B. A list of drivers must be provided to the Public Works Manager. .
17. **CONTRACTOR** shall procure and maintain as its expense, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in the State of New Jersey. Before commencing the work the **CONTRACTOR** shall furnish to the **BOROUGH** a Certificate or Certificates of Insurance together with Declaration Pages in form satisfactory to the **BOROUGH** showing that he has complied with this subsection. The Certificate or Certificates and Declaration Pages shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the **BOROUGH**. Upon request, the **CONTRACTOR** shall furnish the **BOROUGH** with a certified copy of each policy itself, including the provisions establishing premiums. The types and minimum limits of insurance are as follows: All liability policies will name the **BOROUGH** as an additional insured.

- A. Comprehensive General Liability Insurance – the minimum limits of liability for this insurance shall be as follows:

\$1,000,000.00 General Aggregate Bodily Injury and Property Damage.
\$1,000,000.00 Each Occurrence.

The insurance policy shall be endorsed to include broad form general liability, public liability, contractual liability and completed operations coverage.

- B. Comprehensive Automobile Liability Insurance – the Comprehensive Automobile Liability Policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

\$1,000,000.00 Limit of Liability per Accident.
\$1,000,000.00 Owned, Non-owned and Hired Uninsured/Underinsured Motorists.

- C. Umbrella Policy in the amount of \$2,000,000.00.
- D. Workers Compensation and Employer's Liability Insurance – Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

The CONTRACTOR shall furnish the BOROUGH with proper certificates of insurance executed by representatives of dully qualified insurance companies, doing business in the State of New Jersey. These companies shall issue insurance policies effective during the life of the Contract providing third party protection from injury or damages sustained by reason of carrying on the Work involved in the Contract. An endorsement shall accompany the certificate showing that the BOROUGH is additional insured. Further, this certificate shall so state that prior to any material change in coverage, or cancellation, the BOROUGH shall be sent thirty (30) days notice by registered mail.

- 18. **HOLD HARMLESS.** CONTRACTOR, its successors, assigns, subcontractors, agents, servants, officers, employees, and designees, hereby indemnify, defend and hold harmless the BOROUGH, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of the services provided to the BOROUGH. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorney's fees, court costs and any other expenses that may be incurred by the BOROUGH in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with any claim for which the BOROUGH may or may not be claimed to be liable in whole or in part relating to the services provided by CONTRACTOR. This provision shall survive termination any agreement, written or otherwise, between the BOROUGH and CONTRACTOR.