

**BOROUGH OF FAR HILLS  
REQUEST FOR PROPOSAL**

The Borough of Far Hills is seeking proposals for **SNOW REMOVAL AND ICE CONTROL SERVICES** for the 2019-2020 winter season, in accordance with the attached specifications. Please submit your proposal to the Borough Clerk, Borough of Far Hills, 6 Prospect Street, Far Hills, New Jersey by **10:00 AM on November 7, 2019**.

All contractors 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.

**The Borough of Far Hills  
6 Prospect Street  
Far Hills, New Jersey 07931**

**Due Date: 10:00 AM – November 7, 2019**

**Re: Snow Removal at:**

**Locations:**

1. Far Hills Municipal Building  
6 Prospect Avenue  
Far Hills, New Jersey 07931
2. Far Hills Train Station  
Route 202  
Far Hills, New Jersey 07931
3. Far Hills J. Malcolm Belcher Fairgrounds  
Peapack Road / Route 512  
Far Hills, New Jersey 07931

**SCOPE OF WORK**

The specification is for the 2019-2020 season.

Snow removal and ice control services shall include, but not limited to, the following:

**1. Snow Plowing and Hand Shoveling:**

- A. Contractor will furnish all equipment, labor and material necessary to complete snow removal and ice control of sidewalks and parking areas. Area will be maintained at all times, to allow safe use. Contractor will take responsible measures to protect landscape areas where plowing and/or salting may be harmful.
- B. Whenever any snow or freezing weather occurs, Contractor will dispatch employees to the premises listed above. Contractor shall supply the appropriate number of machinery, operators and hand laborers, depending on the extent of snow and ice conditions. All operators shall be properly trained and licensed to operate all equipment while on owner's premises.

**2. Salting:**

- A. Contractor will furnish equipment, labor and material as required for ice control in parking area to ensure safe conditions. Contractor will apply salt with care in order not to affect landscaping.
- B. Contractor will repair or replace any damaged property, as a result of normal snow removal procedures by its employees, agents or subcontractors.

### 3. Equipment:

Contractor will supply adequate equipment necessary to perform its obligations under contract.

### 4. Plowing / Removal Criteria:

- A. Whenever any snow or freezing weather occurs, contractor will evaluate and remove snow and/or apply ice control to clear the surface of parking lot, minimize hazardous slipping conditions and make them safe and passable as possible for cars and pedestrians.
- B. If conditions prevail which make snow plowing and/or snow removal above and beyond normal procedures, Contractor will contact Owner to review alternatives.
- C. Contractor will let its presence be known to Owner and/or Management, prior to and upon completion of, any work that needs to be performed.
- D. After completion of the cleanup, Contractor will provide a written report to Owner's representative and/or Management.
- E. Snow stakes shall be responsibility of Contractor. All curb lines, storm drains and fire hydrants shall be marked with stakes to enable plow operators to identify these areas while plowing snow. Snow stakes shall be installed in early November and removed by the first week of April. Replacement of stakes during the season shall be the responsibility of contractor.
- F. Within twenty-four hours of the end of a typical snowfall, parking lot is to be cleared, fire hydrants, drainage and curb-lines are to be cleared and exposed.
- G. Removal of snow and ice from the parking lot and adjacent sidewalks at the Far Hills Train Station:
  - 1. In connection with overnight and early morning snowfalls, Contractor shall ensure that the parking facilities are free of snow and ice no later than a half hour prior to the arrival of the first train in the morning.
  - 2. In connection with daytime snowfalls, Contractor shall ensure that the parking facilities are kept free of snow and ice for homeward commuters to depart from the afternoon train arrivals, but have the parking facilities cleared no later than 5:00 pm.

**Payment For Snow Removal and Ice Control Services at all locations:**

2” to 6” snow	\$ _____
Each additional 2” increment above 6”	\$ _____
Ice removal/salt spreading (include side walks)	\$ _____/per application

Contractor shall provide a certification from a neutral third party weather service as to the amount of snowfall for the event.

**5. Insurance Requirements**

- A. The Contractor agrees to defend, indemnify and hold harmless the Borough and its public officials, agents, volunteers, assigns and employees, from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, and/or expenses, including attorneys fees, arising out of or resulting from the Contractor’s and/or their subcontractor’s performance of the Work.
- B. Before commencing work, and as a condition precedent for payment, the Contractor further agrees to obtain, maintain and pay for such insurance as will insure the Contractor and the Borough with respect to the work performed in conformance with the provisions contained in this section. This insurance will provide a defense and indemnify the Borough against any and all claims of any nature whatsoever, arising out of the Contractor’s operations under this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act, from which the claim arises, are attributable to the Contractor, any of its consultants, officers, agents, sub contractors, employees, or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation, or applicable case law.
- C. Proof of this insurance shall be provided to the Borough before the work commences, as set forth below in the form of a Certificate of Insurance. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the Borough of Contractor’s insurance obligations set forth herein.
- D. In the event that the insurance company(ies) issuing the policy(ies) required by this section deny coverage to the Borough, the Contractor will defend and indemnify the Borough at the Contractor’s expense.

## **TYPES OF INSURANCE AND MINIMUM LIMITS OF LIABILITY**

The Contractor shall maintain in effect all insurance coverages required with insurance companies acceptable to the Borough. The Contractor must maintain the required insurance with a carrier rated A- or better by A. M. Best. The Contractor shall maintain at least the limits of liability and types of insurance as set forth below:

### **Commercial General Liability Insurance**

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

### **Business Automobile Liability Insurance**

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage

### **Workers' Compensation and Employers' Liability Insurance**

\$500,000 Each Accident

\$500,000 Each Employee and Injury by Disease

\$500,000 Aggregate for Injury by Disease

Excess or "Umbrella" Liability Insurance

(excess of Commercial General Liability, Business Auto Liability and Employers' Liability)

\$1,000,000 each occurrence/\$1,000,000 aggregate

## **ADDITIONAL INSURED STATUS AND CERTIFICATE OF INSURANCE**

The Borough shall be named as additional insured for ongoing operations and completed operations on the Contractor's Commercial General Liability Policy, which must be primary and non-contributory with respect to the additional insured. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

A Waiver of Subrogation Clause shall be added to the General Liability and Automobile policies of the Contractor in favor of Borough, and this clause shall apply to the Borough's public officials, officers, agents and employees, with respect to all projects during the policy term.

Prior to commencement of work, Contractor shall submit a Certificate of Insurance to the Borough along with a copy of the Additional Insured Endorsement (in form acceptable to Borough) as required hereunder and an endorsement which shall provide 30 days' notice to

Borough for cancellation or non-renewal of the policy, with an exception of 10 days' prior notice to the Borough for cancellation of the policy due to non-payment of premium. This certificate of insurance must be replaced prior to the expiration date continuing the coverage and must be provided to the Borough for the duration of the work performed.

### **NO LIMITATION ON LIABILITY**

In any and all claims against the Borough by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **FURTHER PROVISIONS**

The Borough makes no representation with respect to the physical conditions or safety of any location where the Work is to be performed at the Borough's request. The Contractor shall, at its own expense, preserve and protect from injury, its employees engaged in the performance of work and all property and persons which may be affected by the Contractor's operations in performing the Work.

If, for any reason, the Contractor fails to obtain and/or maintain the required insurance coverage as stated above, this Agreement may be immediately terminated by the Borough.

#### **6. Contractor's Understanding:**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character of the equipment needed, the general and local conditions, and all other matters which can in any way effect the work under this contract.

#### **7. Payments:**

Payment on account for work theretofore performed and material thereto furnished, will be made by the Borough to the Contractor once each month, upon submission of an executed voucher that has been approved by the Borough.

#### **8. Tax Exemption:**

Prices quoted shall include delivery (FOB destination) and be exclusive of all Federal, State or local taxes, from which the Borough is exempt.

#### **9. Availability of Funds:**

The contractual obligation of the Borough of Far Hills under this Contract is contingent upon the availability of appropriated funds from which payment for this Contract can be made. The successful contractor shall be notified by a Notice of Award by way of a Purchase Order and copy of the Resolution by the governing body sent by the Borough. Within ten (10) calendar days after receipt of said Notice, the successful vendor shall execute and deliver to the Borough all documents required in these instructions.

**10. Business Registration Certificate:**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**11. Compliance with Americans with Disability Act:**

During the performance of the Contract, the Contractor agrees to provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. S12.101 et seq.)

**12. Affirmative Action Evidence:**

All contractors shall be required to comply with N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27-1.1 et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the "Affirmative Action/Employment Goal Compliance Attachment to Instructions" attached to these Instructions, with the requirements of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and with all applicable federal and state occupational safety and health legislation and regulations. Specific requirements are attached.

**13. Contract Termination:**

Either party may terminate this contract anytime by giving thirty (30) days prior written notice.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract the day and year as written below.

**ATTEST**

**BOROUGH OF FAR HILLS**

\_\_\_\_\_  
Dorothy S. Hicks  
Borough Clerk

\_\_\_\_\_  
Paul J. Vallone, MD  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST**

**CONTRACTOR**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CERTIFICATE OF CONTRACTOR SHOWING ABILITY TO PERFORM CONTRACT  
PURSUANT TO N.J.S.A. 40A:11-20**

The undersigned contractor hereby certifies to the Borough of Far Hills that he owns, leases or controls all the necessary equipment required by the plans, specifications, and advertisements under which proposals are asked for. To the extent that the undersigned is not the actual owner or lessee of any such equipment, I have completed and attached hereto the Equipment Source List showing the source from which the equipment will be obtained together with a certificate from the owner or person in control of the equipment granting to the undersigned the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which the equipment is required and necessary.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**EQUIPMENT SOURCE LIST**

**EQUIPMENT (MAKE/MODEL/YEAR)   OWNED   LEASED   NAME OF LEASING COMPANY**

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The undersigned contractor hereby certifies to the Borough of Far Hills that the above information is true and correct to the best of his/her knowledge

Signed \_\_\_\_\_ Date \_\_\_\_\_

Sworn and subscribed to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ L.S.

Notary Public in the State of New Jersey

My commission expires on \_\_\_\_\_ 20\_\_

(Seal)

AFFIRMATIVE ACTION / EMPLOYMENT GOAL COMPLIANCE  
ATTACHMENT TO INSTRUCTIONS FOR CONTRACTORS

All contractors, as a precondition to entering into a valid and binding procurement or service contract with the Borough, are required to submit to the Borough, prior to or at the time the formal Agreement (hereinafter referred to as the "contract") is submitted for signing by the Borough (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

- (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 issued in accordance with N.J.A.C. 17:27-4; or
- (3) An Affirmative Action Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by the Contractor in accordance with N.J.A.C. 17:27-4.

N.J.S.A. 10:5-36 et seq, N.J.A.C. 17:27

Mandatory Affirmative Action Language  
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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates 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 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 meet targeted county employment goals established in accordance with 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 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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.

COMPANY \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)