REQUEST FOR PROPOSALS
For
REMOVAL OF COMPOSTED LEAVES
Located at
Township of Ocean Compost Site, Joe Palaia Park,
Whalepond Road, Oakhurst, NJ 07755

(24 Month Contract)

Proposals will be received by the Township Clerk in the Township of Ocean Municipal Building, 399 Monmouth Road, Oakhurst, NJ 07755 no later than 10:00 AM Tuesday, June 7, 2011. Late proposals will not be accepted or considered.

Proposals must be in a sealed envelope, which bears on the outside the name and address of the proposer and the project name.

Copies of the Specifications and Instructions to Prospective Contractors will be provided to interested prospective contractors by contacting the Department of Public Works at the address noted above.

Proposals will be evaluated on the basis of the most advantageous price and other factors.

PLEASE PUBLISH ONE (1) TIME IN THE SATURDAY, MAY 21, 2011 ISSUE OF THE ASBURY PARK PRESS.

LEGAL NOTICE **LEGAL NOTICE** **LEGAL NOTICE**

TOWNSHIP OF OCEAN – COUNTY OF MONMOUTH

TAKE NOTICE that sealed proposals will be received by the **TOWNSHIP MANAGER** of the Township of Ocean in the County of Monmouth, New Jersey for the following:

1. Bulk Material Recovery Facility to Accept Construction and Demolition Waste, Rubbish, Bulky Trash, Tied and Containerized Brush and Other Type #13 and #13C Waste Materials as delivered by the Township of Ocean
2. Class B Recycling Material Recovery Facility to Accept Certain Class B Recyclable Yard Waste Materials (Brush, Branches and Limbs) as delivered by the Township of Ocean in Packer and Dump Trucks
3. **Removal of Composted Leaves from the Township of Ocean Compost Facility**
4. Various Road Construction Materials
5. Asphalt F.A.B.C.

as more particularly described in the Bid Specifications and Bid Proposal Forms.

SAID BIDS WILL BE OPENED and read in public by the Township Manager at the Township Council Conference Room, Second Floor, Town Hall, 399 Monmouth Road, Oakhurst, New Jersey, on **TUESDAY, JUNE 7, 2011 at 10:00 a.m.** prevailing time.

OBTAINING/EXAMINING BID DOCUMENTS: Bid documents will be on file in the Office of the DEPARTMENT OF PUBLIC WORKS located at 399 Monmouth Road, Oakhurst, New Jersey and may be inspected by prospective bidders during normal business hours.

BID SECURITY: Is required in an amount of not less than ten percent (10%) of the total amount indicated in the Bid, but not in excess of Twenty Thousand Dollars ($20,000.00); and may for certain equipment, materials and services be accompanied by a Certificate of Surety from a surety company authorized to do business in the State of New Jersey indicating consent to be bound as surety and guarantor for performance required under the contract documents.

SUBMISSION OF BIDS: The completed bid form and other items required shall be placed in sealed envelopes including the name and address of the bidder and the name of the item on the outside, addressed to the Township Manager, Township of Ocean, and delivered prior to bid opening to the Township at the above address for receiving bids.

STATUTORY REQUIREMENTS: Bidders are required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action); and P.L. 1963, C. 150 (Prevailing Wage) and must include a Statement of Ownership of 10% or more of the stock of the bidder corporation or partnership pursuant to P.L. 1977, C. 33 of the laws of New Jersey.

REJECTION OF BIDS: The Township Council reserves the right to reject any and all bids or to waive any formalities, where such formality is detrimental to the best interest of the Municipality.

By order of Mayor and Council of the Township of Ocean.

VINCENT BUTTIGLIERI, RMC/CMC
Township Clerk

TOWNSHIP OF OCEAN
DOCUMENT SUBMISSION CHECKLIST

REMOVAL OF COMPOSTED LEAVES

REQUIRED		READ, SIGNED & SUBMITTED
Yes	PROPOSAL AS REQUIRED IN RFP	☐
Yes	STATUTORY REQUIREMENTS	☐
Yes	NON-COLLUSION AFFIDAVIT	☐
Yes	OWNERSHIP STATEMENT COMPLIANCE	☐
	REVIEWED	
Yes	MANDATORY AFFIRMATIVE ACTION LANGUAGE	☐
Yes	AMERICANS WITH DISABILITIES ACT OF 1990	☐

STATUTORY REQUIREMENTS

The following are mandatory requirements of this proposal contract.

A. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

B. OWNERSHIP STATEMENT COMPLIANCE

NJSA 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of proposal setting forth the name and address of all stockholders in the corporation or partnership who owns ten percent or more of its stock of any class, or of all individual partners in the partnership who own the percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

C. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provision of NJSA 10:5-31 et seq. and NJAC 17:27-1 et seq. The following information summarizes the full requirements for regulatory test, which is included as Exhibit A.

1. Goods and Services (including professional services) Contracts.

Each contractor shall submit to the public agency, after notification of award, but prior to execution of goods and services contract, one of the following three documents:

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

ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with NJAC 17:27-4; or

iii. 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 NJAC 17:27-4.

D. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
) ss:
COUNTY OF)

I, _____ of the Municipality of _____
(Print Name)

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

I, am _____ of the firm of _____
(Print Title) (Print Name of Firm)

the bidder making the Proposal for the above named Project, and that I executed the said Proposal with 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 restrain of free, competitive bidding in connection with the above named project; and further agree that I will not so participate in any collusion violate the terms of the specifications, and, in particular, paragraph II E 1, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Ocean relies upon the truth of the statements contained in said Proposal 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 contact upon and 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:

_____
(Name of Contractor) (N.J.S.A. 52:34-15)

_____ _____
Witness Authorized Signature

Subscribed and Sworn to before me

this ___ day of _____, 2011__ _____
(Print Name and Title)

State of _____

County of _____ _____
(Corporate Seal)

_____
Signature of Notary Public
My Commission Expires on _____
(SEAL)

OWNERSHIP STATEMENT COMPLIANCE

NOTICE FOR CORPORATIONS AND PARTNERSHIPS

Chapter 33 of the Public Laws of 1977 (NJSA 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any contract by the State, County, Municipal or School District, or any subsidiary or agency thereof, unless prior to the receipt of the bid corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names and address of all individuals who own ten percent (10%) or more of the stock or interest in the corporation or partnership.

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

Please check the appropriate paragraph:

( ) 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 stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

BIDDER IS: (CHECK ONE)

____ PARTNERSHIP **____ LIMITED PARTNERSHIPS** **____ LIMITED LIABILITY PARTNERSHIP**

____CORPORATION **____ LIMITED LIABILITY CORPORATIONS** **____ SUBCHAPTER S CORPORATION**

____ JOINT VENTURE **____SOLE PROPRIETORSHIP**

STOCKHOLDERS:

NAME: _____ **NAME:** _____

HOME ADDRESS: _____ **HOME ADDRESS:** _____

_____

NAME: _____ **NAME:** _____

HOME ADDRESS: _____ **HOME ADDRESS:** _____

_____

THIS STATEMENT SHALL BE INCLUDED WITH BID SUBMISSION

Subscribed and Sworn to before me

this _____day of _____,2011____

State of _____County of _____

_____
(Name of Business)

_____
(Affiliate)

_____
Notary Public/Seal/Commission expires on _____

(Corporate Seal)

EXHIBIT A

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

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 for the 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 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 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 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 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.**

THE CONTRACTOR IS REQUIRED TO SUBMIT, PRIOR TO OR AT THE TIME THE CONTRACT IS SUBMITTED FOR SIGNING BY THE PUBLIC AGENCY, ONE OF THE FOLLOWING THREE DOCUMENTS:

I. APPROPRIATE EVIDENCE THAT THE CONTRACTORS OPERATING UNDER AN EXISTING FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM.

II. A CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL IN ACCORDANCE WITH N.J.A.C. 17:27-4.

III. AN INITIAL 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.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereunto, 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 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 proceedings 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.

SPECIFICATIONS

The Township and the Contractor, for the consideration hereinafter proposed, agree as follows:

ARTICLE I – Scope of Work: Contractor agrees to provide all necessary equipment to remove composted leaf product from Township of Ocean Compost Facility and pay for the leaf compost at a per cubic yard rate.

INTENT:

It is the intent of this proposal to outline the scope of work for the removal of existing and future unscreened leaf compost located at Township of Ocean Leaf Compost Facility at Joe Palaia Park on Whalepond Road. The contractor is asked to quote a price per cubic yard, **which would be paid to the Township for this material.**

GENERAL PROPOSAL:	***INITIAL IF IN AGREEMENT***
1. Contractor shall provide his own compost removal equipment such as, but not limited to loaders, dump trucks and trailers.	_____
2. Contractor may keep equipment within the confines of Joe Palaia Park Compost Facility at his own risk. The Township will not be held liable for any damage to equipment. Equipment shall not be left idle for periods in excess of one (1) week without prior approval of the Director of Public Works.	_____
3. The Township shall have the right to utilize unscreened material for the Township use or Township distribution to residents on an as needed basis.	_____
4. No outside contractor or landscaper will be allowed to remove the leaf compost material other than the successful contractor.	_____
5. Joe Palaia Park Compost Facility cannot be used for any other activity but the loading of unscreened composted leaves.	_____
6. Contract will run for two (2) years from the date of Council resolution of authorization. (October 2011 to September 2013)	_____
7. Contractor shall be responsible for completing the hauling form (attachment A) and obtaining verification from a designated Township representative	_____

8. All vehicles engaged in hauling must be properly tarped and not over loaded as to spill during transit. _____

9. Quantities of leaves taken to the facility every year are estimates only and dependent upon environmental conditions. The Township cannot be held to the estimated quantity. There is Estimated to be 7 to 8 rows of leaf compost with each row being approximately 7' high x 17' wide 375' long. _____

10. Township shall not load any commercial vehicles at any time. Contractor will be totally responsible for the loading of their own vehicles. _____

11. Contractor must have all leaf compost removed by September 30, of each calendar year, unless an extension is granted by the Township. _____

12. The hours of operation shall be between 7:30 a.m. and 3:00 p.m., Monday thru Friday. The Township has the right to stop work, if it interferes with any recreational activity. Any extension of hours will require advance approval by the Director of Public Works. _____

13. Contractor shall be liable for any damage made to the Compost Facility caused by their activity, equipment or operators. This shall include, but not be limited to creating holes in the asphalt or soil, changing grading patterns or damage to the fence or grate. The Township will make periodic inspections of the facility. _____

14. The Township shall bill the contractor in accordance with the loads signed on the leaf compost hauling record, on a per cubic yard basis _____

Bid Proposal Price <u>per cubic yard</u> of leaf compost to be paid to the Township of Ocean

for 24 month contract period: $_____

<u>NOTE:</u> The Township will not accept any bid price less than <u>zero 0.</u>

ATTACHMENT A – LEAF COMPOST HAULING RECORD

DATE	Size of Load	Driver	Veh.	Veh.	Township Employee
	Cubic Yards	Name	License #	Make	Signature