

**Cape May Housing Authority
639 Lafayette Street
CAPE MAY, NJ 08204
Phone # (609)884-8703**

SNOW REMOVAL SERVICES

Return Proposal to: Cape May Housing Authority

**Return Proposal by: Tuesday, October 20, 2020
Time: 1:00PM**

Advertisement

The Housing Authority of the City of Cape May invites sealed bids for SNOW REMOVAL SERVICES. Bids will be accepted by the Cape May Housing Authority from any company or firm meeting the bid requirements.

Bids must be received no later than October 20, 20 at the office of the Housing Authority located at 639 Lafayette Street, Cape May, NJ 08204. At that time, the bids will be opened and read aloud, publicly. The Cape May Housing Authority (CMHA) reserves the right to reject any or all bids or waive any informality in the bid. No bids shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the CMHA. The CMHA may retain more than one firm. No contract shall exist until an agreement is signed without penalty.

Copies of the bid forms, contract documents and specifications may be obtained commencing on October 7, 2020 at the office of the CMHA, 639 Lafayette Street, Cape May, NJ 08204 between the hours of 9:00a.m. and 3:00p.m.

Carol Hackenberg, PHM
Executive Director

Snow Removal Services

Proposal for Snow Removal

“SNOW REMOVAL SERVICES”

2020-2021 SEASON

AGENCY STATEMENT:

The Housing Authority of the City of Cape May is seeking a service provider qualified to provide snow removal services for its office area and three (3) housing complexes on “an as needed basis”. The three (3) sites are known as:

“Osborne Court”
“Lafayette Court”
“Broad Street Court”

The Authority refers the proposing entity to the “Scope of Services” expected to be rendered to the Authority by the service provider.

Payment for acceptable services rendered will be made monthly following receipt of vouchers and invoice.

Services are expected to cover the period of November 1, 2020 through April 30, 2021, or sooner if needed.

The service provider who is awarded the contract will need to provide the Housing Authority with a copy of his/her Certificate of Insurance showing proper and adequate insurance coverage and State of New Jersey Business Registration Certificate.

For the Scope of Services or questions regarding this request for proposal, please contact: Cape May Housing Authority at 609-884-8703 (M-F between 8:00AM-3:30PM) or our website at www.capemayha.org.

Return sealed proposals (original and 1 copy) to the Cape May Housing Authority by: October 20, 2020 at 1:00p.m. (when they will be opened and read publicly).

Carol Hackenberg, PHM, E.D.

SCOPE OF SERVICES

The Housing Authority of the City of Cape May, 639 Lafayette Street will receive proposals for Snow Removal Services for the 2020-2021 Season: for Lafayette Court, Osborne Court and Broad Street Court Parking Lots on "an as needed basis" (per call from Cape May Housing Authority) and/or Lafayette Office, Lafayette Court, Osborne Court and Broad Street Court, sidewalks, ramps and walkways.

Please quote on a "per-hour" basis and/or snow plow truck/loader for

Job Specifications:

Snow Plow/Truck Loader

For minimum of 2" – 3" of accumulated snow

Truck w/Spreader

Salting/sanding of parking lots

Snow Plowing:

Osborne, Lafayette & Broad Street Courts – Parking Lots.

Salting-Sanding:

Lafayette Office – driveway.

Osborne, Lafayette & Broad Street Courts – Parking Lots.

Sidewalk Shoveling: Lafayette Office – driveway, sidewalks, ramps and walkways.

Osborne, Lafayette & Broad Street Courts – sidewalks, ramps and walkways

Snow Blowing: Lafayette Office – driveways, sidewalks, ramps and walkways.

Osborne, Lafayette & Broad Street Courts – sidewalks, ramps and walkways

De-Icing:

Di-icing of sidewalks/ramps/walkways

Shoveling:

Shoveling/Snow Blowing

Salting-Sanding:

Osborne, Lafayette & Broad Street Courts – sidewalks, ramps and walkways

Timing of De-Icing, Snow Removal:

Work will begin at 7:00am, with an accumulation of 2" to 3" and continuing throughout the duration of the storm.

Repair of Damage:

The Contractor will repair any damage caused by said services, including turf, sidewalk, ramp or walkway repairs.

TERMS AND CONDITIONS

Owner will engage Contractor to perform snow and ice management services in accordance with Contractor's proposal.

1. Calculation of Charges – Applicable number of inches shall be determined by reference to: (1) measured conditions on the ground (first preference); or (ii) conditions reported by weather gathering and reporting agencies who cover Cape May, N.J.
2. Materials – “Salt” means and refers only to Potassium Chloride or Magnesium Chloride. No other material may be used without Owner's prior written consent, and Contractor shall be responsible for all damage caused by the use of unauthorized material.
3. Equipment – for each event, Contractor will deploy the most efficient type of equipment described in the Equipment and Fee Schedule as is appropriate for the particular snow/ice event.
4. Pre-Salting – Contractor's proposal should include “Contractor's Snow and Ice Management Specification of Services” and the Contractor's recommendation regarding pre-salting. However, prior to the commencement of service for each snow/ice management event, Contractor will specifically ask Owner whether Owner wishes to pre-salt.
5. Hold Harmless – Contractor's Specification should include “hold harmless” language. The scope of this language should be limited as follows: Contractor shall not be responsible for (and Owner shall hold harmless Contractor against claims pertaining to) injuries or death to persons or the damage/destruction of property that result from the presence of snow or ice at the Premises. By contrast, however, Contractor shall be responsible for (and Owner shall not hold harmless Contractor against claims pertaining to) injuries or death to persons or the damage/destruction of property that result from Contractor's performance of work at the Premises – e.g. injury or death to persons caused by Contractor's equipment or work on site.
6. Report of Damages – Contractor's Specifications should include language regarding the reporting of damages. Additionally, the language should include that it is understood and agreed that there will be a forty-eight (48) hour time period within which damages must be reported to the Contractor, after the discovery of such damage by Owner.
7. Failure or Refusal of Contractor to Provide Services – the Contractor's Specifications should include language that refers to the failure and/or inability of the Contractor to provide services. It should include a provision that when this occurs (except in the case of an event or occurrence that is not within the reasonable control of the Contractor [or another contractor – i.e., for reasons not peculiar to Contractor]), Owner shall have the right, among other things: (a) to terminate the Agreement; (b) to cover (i.e., to obtain substitute services), in which case Contractor shall reimburse Owner for all additional costs and expenses incurred by Owner covering the substitute services. Additionally, Owner shall have the right to terminate Contractor at any time for cause (in which case no advance notice of termination shall be required).
8. Insurance – the Contractor's Specifications should also include language that includes, that at all time during the term of an Agreement, the Contractor shall maintain all required insurance, type and amounts of that insurance. The Contractor will also be required to provide Owner with a Certificate of Insurance, in form and content satisfactory to Owner and its insurer, naming Owner as an additional insured, and confirming; (i) the existence of such insurance coverage; (ii) that such insurance may not be modified or terminated without thirty (30) days advance written notice to Owner; and (iii) that Contractor's insurance is required to respond on a primary and non-contributory basis.
9. Contractor must submit a copy of N.J. Business Registration Certificate.

10. Timing Considerations – the Contractor’s Specifications should include language that if the snow falls overnight, Contractor’s crews need to be clearing the parking lots and sidewalks* in the early morning hours; this means parking lots should be cleared by 8:30a.m.

***Due to City Ordinances on Snow Removal plowing, other than parking lots, cannot begin before 7:00am. Parking lots can be done periodically throughout the night as needed.**

Contractor will need to coordinate with Owner to achieve these objectives whenever possible.

If the snow starts in the early morning (pre-dawn) and continues during the day, or if the snow starts during the day, Contractor will need to deploy its crews and equipment during the day. Contractor should coordinate with the Owner to achieve these objectives whenever possible.

**HOUSING AUTHORITY
CITY OF CAPE MAY
639 LAFAYETTE STREET
CAPE MAY, NJ 08204
(609)884-8703; FAX (609)884-9028**

**SNOW REMOVAL QUOTES
FOR THE
2020/2021 SEASON**

Scope of Services:

Please quote on a “per hour” or “per half-hour” basis.

Trucks: w/Snow Plow: for minimum of 2”-3” of accumulated snow
w/Spreader: salting/sanding truck

De-Icing: Parking Lot Areas
As needed – driveway/parking lot areas and sidewalks/ramps/walkways

Certificate of adequate Liability Insurance required and State of NJ Business Registration Certificate

Drug-Free Workplace Certification

Drug-Free Workplace Act of 1988
41 U.S.C. 701, et seq.
54 Fed. Reg. 4945, et seq.

The _____ (name of contractor), hereafter “the contractor”) certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s work place and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The contractor’s policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Paragraph A;

D. Notifying the employee in the statement required by Paragraph A that, as a condition of employment under the contract, the employee will;

1. Abide by the terms of the statement; and
2. Notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

E. Notify the Cape May Housing Authority (CMHA) within ten (10) days after receiving notice under Subparagraph D2 from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within thirty (30) days of receiving notice under Subparagraph D2 with respect to any employee who is convicted:

1. Taking appropriate personnel action against such employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.

G. Making good-faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs A, B, C, D, E, and F.

A listing of sites for performance of work done in connection with contracts between the contractor and the CMHA is annexed hereto as Exhibit "A".

Dated: _____, 2020

Name of Contractor

Signature of president or appropriate party

Sworn to and subscribed
Before me this _____
Day of _____, 2020

Notary Public (SEAL)

AFFIDAVIT OF NON-DEFAULT

AFFIDAVIT
(PRIME PROPOSER)

STATE OF _____ :

COUNTY OF _____ : SS.

_____, being duly sworn according to law, deposes and says;

1 that he/she is _____ (a partner/officer of the firm of _____ et.), the party making the foregoing Proposal or Proposals.

2. He/she further certifies as follows:

(1) that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith.

(2) that for the period beginning (10) years ago the date of this certification, and except as shown by me on the attachment, I have not experienced defaults or non-compliance under any contract for the U.S. Department of Housing and Urban Developments, or any other governmental agency with which I have contracts.

(3) to the best of my knowledge there are no unresolved findings raised as a result of HUD work under any of my contracts.

(4) there has not been a suspension or termination of payments under any HUD contract in which I have had a legal or beneficial interest attributable to my fault or negligence.

(5) I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or any indictment charging a felony. (A felony is any offense that is punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a state or punishable by imprisonment for two years or less).

(6) I have not been suspended, debarred, or otherwise restricted by any Department or Agency of the Federal Government of any State Government or of the City of Cape May or the Cape May Housing Authority or from doing business with such Department or Agency.

(7) I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.

(8) all the names of the parties, known to be principals in this contract, in which I propose to participated are included on resumes submitted with this proposal.

(9) to my knowledge I have not been found by HUD or the state of New Jersey to be in non-compliance with any of the applicable civil rights laws.

(10) I am not a Member of Congress or a Resident Commissioner, nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.

(11) I am not an officer, employee, or commissioner of the Cape May Housing Authority who is prohibited or limited by law from contracting with the Cape May Housing Authority.

(12) for the period of beginning (5) years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, debarred, or otherwise disqualified by the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracted, from doing business with any governmental agency.

(13) statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participating in this project.

Firm's Name

By:

Signature of Proposer if the Proposer is an Individual

Sworn to and subscribed
Before me this _____
Day of _____, 2020

Signature of Partner if the Proposer is a Partnership

Signature of Officer if the Proposer is a Corporation

Notary Public

(Title)

<p style="text-align: center;">Cape May Housing Authority General Conditions</p>

1. **Organization:**

Contractor must be organized under the laws of the State of New Jersey or licensed to do business in the state. The CMHA may request a copy of documentation evidencing such organization or license prior to the execution of a contract.

2. **Cancellation by Contractor:**

Contractor must be given a ninety-day (90) day written notice prior to cancellation of the contract.

3. **Board Approval:**

Any contract is subject to cancellation and rejection by the members of the Cape May Housing Authority Board of Commissioners without liability. Therefore, at their next regularly scheduled, properly convened meeting following the date hereof, notwithstanding any contrary statements or representations of any member, officer, or employee of the Cape May Housing Authority, the Board of Commissioners has the power or authority to waive or limit the effect of this paragraph nor the control of the members of the Cape May Housing Authority over the approval of any contract. In the event that the members of the CMHA Board of Commissioners cancel or reject this contract at their aforesaid meeting, the contract shall be null and void and of no effect as to the Cape May Housing Authority; and there shall be no liability on the part of the Cape May Housing Authority hereunder.

4. **Changes:**

A. No changes, additions, or deletions shall be made to the contract without prior written consent of the CMHA. All amendments must be signed by both parties.

B. Any changes in the Scope of Services agreed to by the parties shall not invalidate the contract, nor shall it release the contractor from any guaranty given by him pursuant to the contract, or release the contractor from any other obligations of the contract. All such work shall be executed under the conditions of the contract for an amount agreed to by the CMHA and the Contractor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 ET seq.)

Goods, Professional Services and General Service Contracts

This for summary of the successful general service contractor entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful general service contractor entity shall submit to the City of Cape May Housing Authority, after notification of award but prior to execution of the contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter the vendor is operating under 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. 17:27-1.1 et seq.;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the City of Cape May Housing Authority to be completed by the vendor in accordance with N.J.A.C. 17:271.1 et seq.

The undersigned general service contractor entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names, and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the general service contractor is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the general service contractor entity is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who owns 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the general service contractor entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

1. Stockholders or Partners owning 10% or more of the company providing the submission:

Name: _____

Address: _____

Date: _____ SIGNATURE: _____

2. No Stockholder or Partner owns 10% or more of the company providing this submission:

Signature: _____ Date: _____

3. Submission is being provided by an individual who operates as a sole proprietorship:

Signature: _____ Date: _____

4. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership

_____ Limited Liability Corporation

_____ Unlimited Partnership

_____ Subchapter S Corporation

_____ C Corporation

Signature; _____ Date: _____

SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services herein including their education, degree and certifications:

2. Reference and record of success of same or similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity with the Authority's operation and location of key staff):

4. HOURLY RATES with Lump Sum Fee Proposal Estimate
