

**Town of West New York
Request for Proposals**

**Request for Proposals
RFP Title:
Public Space Recycling System**

PROJECT SUMMARY

It is the intent of the Town of West New York to award a contract to a qualified proposer to provide a licensed outdoor public recycling system with associated sponsorship rights. The Town of West New York will give and grant to the successful proposer the sole, exclusive and complete sponsorship rights, powers and privileges related to the sponsorship space on these units. The successful proposer shall have the right to and the responsibility for, the placement, display, maintenance, change and removal of sponsorship messages, subject to the limits imposed by the Town of West New York. Preference will be given to qualified proposers whose primary focus in seeking sponsorship support is targeted at supporting local small businesses. The display of tobacco products, alcoholic products or material that is obscene or pornographic in nature will not be allowed. All panels are subject to the approval of the Town of West New York. Any and all unused space will be made available to the Town of West New York for non-commercial, non-profit messages produced at no cost.

All respondents must demonstrate in-house design and production capabilities as related to the signs placed on recycling units.

All respondents must demonstrate capacity to provide approved recycling resource material to local schools and groups on request throughout the contract term.

All proponents must demonstrate direct in-house waste management experience and be fully capable of assuming all collection and transportation responsibilities and associated costs.

The Town of West New York anticipates that the program would commence with at least fifteen (15) recycling stations, with potential expansion within eight (8) months. These numbers are an estimate only and are subject to change. The units to be supplied are intended to service the Town of West New York at approved municipal locations.

The Town of West New York anticipates receiving proposal submissions that will offer to provide these outdoor recycling systems at no charge (including costs of waste and recyclables collection), and additionally offer to share in the revenue that is generated from the sale of the sponsorship messages on each of these outdoor recycling units. However, the Town of West New York may consider other submissions, if it deems it is in its best interest to do so. The Town will collect and market the recyclables in these systems using the contractor hired to collect the recyclable materials for the Town. Contractor shall not market the recyclable materials.

The intent is to have these outdoor recycling systems placed in high traffic municipally controlled locations under the jurisdiction and control of the Town of West New York and pre-

approved by the Town of West New York. Placement of outdoor recycling systems in any non-approved location will result in the immediate termination of the contract and subsequent removal of these units at the supplier's expense. The proposed outdoor recycling system should be functional, appealing, and visually well suited to the surroundings. Preference will be given to design concepts using superior quality materials that provide exceptional safety, durability and low maintenance.

Firms should submit with their proposal the actual specifications, including at minimum, the dimensions, weight and any mechanical features. Additionally, photographs of the proposed outdoor recycling systems are to be submitted, along with a mock-up of the sponsorship proposed for the units. The final design and location approval will be at the discretion of the Town of West New York.

The up-keep and maintenance of the outdoor recycling systems shall be the responsibility of the firm of ownership. This will include replacement of damaged units, and the removal of vandal markings.

1. Proposed Format and Content

- a. Introduction - company information, name of owners and other contacts.
- b. Understanding of the project and show comprehension of the requirements of the project.
- c. Methodology Used for Project – All in-house advertising equipment to be used, technical specifications and requirements should be identified.
- d. Management Plan for Project - How the proposer intends to carry out plan and illustrate how their plan will be accomplished.
- e. Experience and Qualifications - Provide reference names, contact phone numbers for similar projects completed.
- f. Revenue Information - What Revenue can the Town of West New York expect? Breakdown of gross revenue, revenue sharing, pricing, etc.

2. Evaluation Criteria - How the proposals will be assessed and reviewed:

- | | | |
|----|-----------------------------------|-----|
| a. | Knowledge and Experience | 20% |
| b. | Maintenance Schedule & Technology | 20% |
| c. | Product Design and Aesthetics | 20% |
| d. | Financial Return | 15% |
| e. | Value Added Products and Services | 15% |
| f. | New Unit Roll-out Schedule | 10% |

3. General Conditions, Instructions, and Information for Bidders -

Details on Warranties, Materials, Shipping/Delivery, Pricing outlined, copyright or patent rights, Handling requests for Samples, Subcontractor information, Other key information.

4. Insurance Requirements -

A. Certificates of Insurance

Two (2) copies of Certificate(s) of Insurance evidencing the required coverages as set forth in the Contract Documents and naming the Town, its agents, employees and professionals as additional insureds must be submitted to the Town no later than ten days after the date of the Contractor receives Notice of Award. The Certificate(s) of Insurance shall contain the following information:

1. Name and address of the insured.
2. Policy number and type or types of insurance in force thereunder on the date borne on such Certificates.
3. Expiration date of the policy and the limit or limits of liability thereunder on the date borne by such Certificates.

4. In the event of cancellation of or failure to renew any such insurance coverage, the contractor or the insurance carrier shall provide at least thirty (30) days' prior written notice to the Town at the Town's offices, 428 60th Street, West New York, New Jersey. The Contractor shall provide evidence of replacement insurance at least ten (10) days before the termination of the initial coverage. The Contractor shall provide copies of policy renewals that occur at any time prior to the final completion of the Contract. Failure to provide evidence of replacement coverage within the above time frame shall be grounds for the Town to declare a default under the Contract Documents, and entitle the Town to all remedies allowed by the Contract Documents and at law or equity. All required Certificate(s) of Insurance shall remain in full force and effect during the entire Contract period. Upon request of the Town the Contractor shall provide evidence that the insurance premiums required by the Contract Documents are fully paid for a period of at least one (1) year from the date of the Contract.

B. No Certificates and/or Endorsements - No Work

The Contractor shall not commence Work until it has obtained and submitted all required insurance certificates and endorsements and such insurance certificates and endorsements shall be approved by the Town. Nor shall the Contractor allow any subcontractor to commence Work under any subcontract until all similar insurance required of the subcontractor has been so obtained and the certificates have been approved by the Town, along with all endorsements as required below.

C. Workers' Compensation Insurance

The Contractor shall secure and maintain during the life of the Contract, Workers' Compensation Insurance with a minimum of One Hundred Thousand (\$100,000.00) Dollars per occurrence, for all of its employees employed at the site of the Project and, in case any Work is sublet. The Contractor shall require the subcontractor(s) to provide similar Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under the Contract Documents at the site of the Project are not protected under the New Jersey Workers' Compensation Statute, the Contractor shall provide and cause each subcontractor to provide adequate insurance for the protection of its employees not otherwise protected.

D. Liability and Property Damage Insurance

The Contractor shall secure and maintain in full force and effect during the life of the Contract such liability and Property Damage Insurance as shall protect it, the Town and any subcontractor performing work covered by these Contract Documents from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from its performance of the Contract, or that by any subcontractor, or anyone directly or indirectly employed by either of them. On all such policies, the Town, its agents, employees and professionals shall be named as additional insureds. Furthermore, Contractor shall provide endorsements demonstrating that the Town, its agents, employees and Professionals are named as additional insureds. The amounts of such insurance shall be as follows:

1. Liability Insurance in an amount not less than One Million (\$1,000,000.00) Dollars per occurrence/accident for injuries including death to anyone person and subject to the same limit for each person;
2. Property Damage Insurance in an amount not less than One Million (\$1,000,000,000) Dollars per occurrence/accident for damages on account of anyone (1) accident and for damages on account of all accidents; or
3. In the aggregate, Liability and Property Damage Insurance in an amount not less than One Million (\$1,000,000,000).Dollars for damages on account of anyone accident and for damages on account of all accidents.

E. Automobile Insurance

A rider or endorsement to the Liability and/or Property Damage Insurance policy(ies) or by separate policy of insurance shall be furnished by the Contractor for automobiles and trucks to be utilized by the Contractor in the performance of this Contract with limits the same as required under Public Liability and Property Damage Insurance.

- F. The Contractor shall waive all rights of subrogation against the Town and shall submit an endorsement from its insurance company evidencing same.
- G. All policies required hereunder shall be in "occurrence" form.

5. Qualifications -

Provide a minimum of eight (8) reference names and phone numbers for similar projects your firm has completed or has in progress. The information must include a contact name, phone number, size of project, and a brief description of the project.

6. Proposal Deposit -

7. Term of Project -

It is the intent of the Town of West New York to contract with the successful proponent for a period of two (2) years. If the contract is terminated or ends then the Town shall have the option to acquire these unit at a price to be negotiated by the parties or to have the Contractor remove same at Contractor's sole cost and expense.

The Contract, if awarded may be extended for no more than two (2) one (1) year extensions, upon the same terms and conditions, subject to the availability of funds and the mutual consent of both the Town and the Contractor. If the Contract is extended, it shall be done so in conformance with the requirements of the Local Public Contracts Law P.L. 1971, c. 198, N.J.S.A. 40A:11-15

8. Scope of Services -

The Town of West New York is interested in converting at least fifteen (15) current litter receptacles to dual waste and recycling receptacles with sponsorship/advertising capabilities that will complement the Town of West New York streetscape to begin. This number has the possibility of expanding within eight (8) months. The Department of Public Works would like the proposers to include the following in their proposal:

A. Introduction of their company including:

- (i) Name of Owners
- (ii) Key Staff
- (iii) Resumes
- (iv) Number of years in business

B. Understanding of the Project:

Provide a detailed business plan showing:

- (i) How your business can convert the existing litter containers in the Town of West New York to dual stream trash/recycling containers with sponsors/advertisers.

C. Methodology Used for the Project:

Provide the following:

- (i) All advertising equipment to be used (including waste and recycling receptacles.
 - (ii) Identify all technical specifications and requirements
 - (iii) Provide detailed guidelines for sponsorships including methodology for determining appropriate public announcements/advertisements
 - (iv) List of sponsor companies and business types in current partner cities.
- D. Management Plan - Provide a detailed plan illustrating how your company will accomplish the plan including:
- (i) A detailed timeline beginning with the contract award to complete roll-out of containers, installation, sale of sponsorships, etc.
 - (ii) Detailed matrix showing all options for the following:
 - Waste and recycling containers
 - All collection options
 - Revenue Sharing
 - Container maintenance options (cleaning, repair of damaged containers, removal of graffiti, etc.)

9. Contractor Responsibilities

CONTRACTOR must comply with all applicable laws, rules, regulations, procedures and other legal requirements, including those related to health, safety, sanitation, labor, fire safety, zoning, permitting, registration and licensing, whether local, state or federal.

CONTRACTOR must supply monthly reports of all activities related to the contract.

The CONTRACTOR must acquire all necessary permits and licenses that are required before rendering services. Fees for such permits and licenses are the responsibility of the CONTRACTOR.

CONTRACTOR must meet all safety regulations as set forth by the United States of America, the State of New Jersey and the Town of West New York.

The Town of West New York shall have the right, but not the responsibility, to inspect and approve any equipment used by the CONTRACTOR to perform services under this contract. The Town of West New York by this right to inspect, does not assume any responsibility for the operation of the equipment.

10. The Town of West New York Responsibility

The Town of West New York Public Works will provide designated personnel who will be able to talk with CONTRACTORS and answer questions on a timely basis.

The Town of West New York Public Works will review all reports and provide feedback, suggestions, and guidance to assist CONTRACTORS in maximizing services rendered as to both quality and volume.

The Town of West New York Public Works will continually evaluate the overall operation of all programs making adjustments as needed.

11. Award Not Binding Prior To Contract Execution And Document Approval

No Award of Contract shall be binding upon the Town unless and until the Contract has been fully executed and the insurance certificates and any other required documents have been submitted to and approved by the Town.

Should the Contractor fail to carry out all of the Contract requirements within the time specified in the Contract documents, the Town reserves the right to terminate the Contract and enter into a Contract (“completion contract”) with another contractor to complete the remaining Contract requirements. In the event the Town chooses to enter into a completion Contract pursuant to this paragraph, the original Contractor agrees to pay the difference between the amount paid under the completion Contract and the amount calculated for the completion work at the original Contract price. If the Town procures the goods below the original Contract price, the Contractor shall have no claim for a refund.

12. Intent Of Contract Documents

The intent of the Contract Documents is to have the Contractor fully carry out all Contract requirements in a timely, first-class, workmanlike manner. It shall be understood that each Bidder has satisfied itself as to the complete requirements of the Contract Documents and has predicated its bid upon such understanding.

13. Proposers Referred To Laws

A. The attention of Proposers is directed to the provisions of Federal, State, County and Municipal laws, statutes, codes, ordinances and regulations that apply to the submission of proposals and performance of public contracts, particularly with regard to safety regulations of the State of New Jersey, and all are deemed to be included as though herein written. Particular note is to be taken also of those provisions affecting the Contractor or its employees in the execution of the Work or its relation to any political subdivision or person, together with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and the Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et. seq. All pertinent statutes, codes, ordinances, rules, regulations, orders and decrees shall be obeyed and satisfied. The Contractor shall indemnify, defend and save harmless the Town and all of its commissioners, officers, employees, representatives and agents against any claim or liability arising from or based on the violation by itself or its employees of any such statutes, codes, ordinances, rules, regulations, orders or decrees. No Contractor shall employ a Town employee without the consent of the governing body.

B. Every Contract entered into by the Town in excess of Two Thousand (\$2,000.00) Dollars for any public work shall be deemed to contain a provision stating that workers employed in the performance of the Contract shall not be paid less than the prevailing wage rate. The Contract shall also be deemed to contain a provision that in the event it is found that any worker, employed by the successful bidder, or any subcontractor, covered by the Contract, has been paid a rate of wages less than the prevailing wage, the Town may terminate the successful Bidder's or subcontractor's right to proceed with the work, or such part of the work as to which it has been made aware of a failure to pay required wages and the Town shall report such failure to the State of New Jersey Department of Labor. In such event, the successful Bidder shall be liable to the Town for any excess costs (including attorney's fees) occasioned thereby.

C. The Contractor shall make application and obtain approval of all Work shown on the Contractor Drawings from all authorities having applicable jurisdiction.

14. Public Works Contractor Registration Act

A. Pursuant to the N.J.S.A. 34: 11-56.48 et. seq. (under this paragraph, the "Act"), it is a violation of New Jersey law for any contractor to: (1) submit a proposal on a Public Works Contract without first been registered under the Public Contractor Registration Act (2); submit a Bid including the names of proposed subcontractors who are not registered pursuant to the Act; or (3) engage in public work pursuant to the Contract as a contractor or subcontractor, including subcontractors not listed on the Bid, without first being registered pursuant to the Act.

B. Every contractor submitting a proposal on this Contract must provide with its proposal a copy of its Certificate of Registration pursuant to the Act, along with a copy of the Certificates of Registration for all proposed subcontractors listed in its Bid.

15. Subcontractors

A. The Contractor shall submit with its proposal, on the form attached as Exhibit I, the names and addresses of each subcontractor that it proposes utilizing to perform the Work. All sub-contractors shall qualify and submit all appropriate certificates required by law. The Contractor shall not be permitted to engage any subcontractors that, in the unfettered, final and binding opinion of the Town, are unsatisfactory, not financially solvent, incompetent, unfit or undesirable. The Town shall advise the Contractor, prior to the execution of the Contract, as to whether any of the named subcontractors fail to meet these requirements and must be replaced. The Contractor shall not use any subcontractor that is not on the list submitted to the Town unless the Contractor, by written notice: (1) notifies the Town of the Contractor's desire to use a substitute subcontractor; (2) sets forth the specific reasons why it is necessary to obtain a substitute subcontractor; (3) identifies the business name and address of the proposed substitute subcontractor; and (4) receives advanced written approval from the Town to use the proposed substitute subcontractor.

B. The Contractor, by submitting a proposal, acknowledges and agrees that it is fully responsible to the Town for the acts and omissions of all subcontractors and suppliers, and all persons either directly or indirectly employed by the Contractor or the subcontractors.

C. Nothing contained in the Contract Documents shall create a contractual relationship between any subcontractor or supplier and the Town. Prior to the Contract between the Town and the Contractor being executed, the Contractor shall be responsible for having each subcontractor execute the subcontractor Recognition Form attached as Exhibit H, evidencing that (i) it acknowledges that no contractual relationship exists between the subcontractor and the Town; (ii) except for duly filed Municipal Mechanics Lien claims, no claims shall be directed against the Town for any payments which are not made by the Contractor; (iii) that, except for duly filed Municipal Mechanics Lien claims, all such claims shall be waived by the subcontractor; (iv) that any claims against the Town, its members, commissioners, employees, agents, consultants and representatives shall be waived pursuant to the Paragraph herein entitled "Personal Liability"; (v) that the subcontractor has familiarized itself with the Contract Documents including but not limited to the Contract itself; the Paragraphs of the Contract Documents entitled "Personal Liability", and "Schedule", and this Paragraph; and (vi) that the subcontractors shall comply with any established progress and/or delivery schedules.

D. Each subcontract must be provided to the Town for its approval prior to the subcontractor performing any portion of the subcontract. Failure to provide such subcontracts to the Town and obtaining pre-approval prior to the subcontractor performing any portion of the subcontract shall constitute a material breach of the Contract and may subject the Contractor to termination or other action at the Town's option.

E. Each subcontractor and sub-subcontractor shall be required to provide in writing, prior to the Town approving its subcontract, that subcontractor will guaranty and warranty its goods, products and work in accordance with the warranty and guaranty provisions of the Contract Documents.

F. No part of any work in connection with this Project shall be performed by any subcontractor unless such subcontractor shall have received the approval of the Town to perform such Work. Each subcontractor must provide the Town with a list of proposed sub-subcontractors, and shall be responsible for each subsubcontractor in the same manner as the Contractor is responsible for each subcontractor.

G. The division of work among the Contractor's subcontractors shall be the responsibility of the Contractor and the Town shall not have any responsibility to act as arbiter in order to determine the boundary lines between sections of Work with respect to the Contractor's subcontractors.

H. The Town shall communicate any and all information relating to this Project to the Contractor and not to individual subcontractors or sub-subcontractors. The Contractor shall not accept the statement of any subcontractor regarding any and/or all approvals of the Town as to any subcontractor's work, drawings, etc. Any such approval shall be made in writing to the Contractor directly.

I. The Contractor shall assume full responsibility for any damage caused by any subcontractor or its employees to the work of any other subcontractor, notwithstanding anything contained in the contracts between the Contractor and subcontractors.

J. Each subcontractor or sub-subcontractor shall be required to cooperate with all other subcontractors or sub-subcontractors and the Contractor and shall arrange its work within all practical limits so that it will not interfere with the work of other subcontractors or sub-subcontractors.

16. Affidavit of Non-Collusion

Each proposal shall be accompanied by an executed Affidavit of Non-Collusion with its bid in the form attached as Exhibit L.

17. Personal Liability

In carrying out the provisions of the Contract documents or in exercising any power or Town granted them by their position, there shall be no liability pursued against the members of the Town, or any of its commissioners, officers, employees, authorized representatives, consultants or agents. The Contractor and its subcontractors knowingly waive any right to sue such individuals for doing same and shall defend, indemnify and hold them harmless unless any damage is caused by or resulting from any such party's sole negligence. The Contractor by and through the act of submitting its bid hereby expressly acknowledges, agrees with and accepts the terms of this paragraph. The subcontractor shall affirm its acceptance of the terms of this paragraph by executing the Subcontractor Recognition Form at Exhibit J.

18. Time Schedule

It is the purpose of the Town to complete performance of the Contract in the shortest time consistent with the time frame and/or schedule issued by the Town. The Contractor is reminded that Time is of the Essence.

The Contractor shall commence the Work at such locations as the Town may direct and conform to the Town's directions as to the order in which the different parts of the Work shall be done. The Contractor shall comply with all the Town's instructions as to workmanship, character of Work and quality of materials, so as to accomplish the object of the Contract in strict accordance with all of the terms of the Contract Documents, and in the time specified. These requirements are not intended to affect or control the Contractor's method and manner of performing the Work in all its details but are intended to hold the contractor strictly responsible for the final results.

19. Compliance With Anti-Discrimination Laws

The Contractor and its subcontractors shall comply in all respects with all requirements of N.J.S.A. 10:5-31 et. seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27-3.1 et. seq. Bidders must submit with their initial bid the Affirmative Action Questionnaire attached as Exhibit M.

During the performance of the Contract, the Contractor agrees as follows:

(a) 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, sex, 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, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 the provisions of this nondiscrimination clause.

(b) 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, sex, affectional or sexual orientation.

(c) The Contractor or subcontractor, where applicable, will send to each labor union or representative of 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 N.J.S.A. 10:5-33 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and with the Americans with Disabilities Act.

(e) The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) 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.

(h) 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, 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.

(i) The Contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

20. Compliance With The Americans With Disabilities Act Of 1990

The Contractor and the Town agree that the provisions of Title II of the Americans with Disabilities Act of 1990, (42 U.S.C. 12101 et. seq.) (hereinafter referred to in this section as the "Act"), 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 thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Town pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with said 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 Town in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect, and save harmless the Town, its agents, servants, commissioners, officers, representatives, consultants 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 administration proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town 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 proceeding is brought against the Town or any of its agents, servants, and employees, the Town shall expeditiously forward to have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town 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 Town pursuant to this section.

It is further agreed and understood that the Town assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, officers, representatives, 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 Town from taking any other actions available to it under any other provisions of the Agreement or otherwise at law or in equity.

21. Accident Prevention

A. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of all applicable statutes, ordinances, rules, regulations, orders and building and construction codes shall be observed.

B. The Contractor shall be fully responsible for any accident that may occur to any person or property related to, occurring during the course of, or otherwise arising out of any of the Contractor's, its subcontractor's and/or sub-subcontractor's performance of the Contract and shall fully protect, defend, indemnify and hold harmless the Town, its agents, servants, commissioners, officers, representatives, consultants and employees from and against any and all accident suits, claims, losses, demands, or damages unless any such accidents arise from the sole negligence of the Town, its agents or employees.

22. Inspections, Tests And Correction Of Defective Work

A. All work, goods, supplies, provisions and materials, whether incorporated in the Work or not, all manufacturing processes, methods of assembly, installation and/or construction related to or arising out of the performance of the Contract, shall at all times and places be subject to the inspection of the Town and its representatives. The Town shall be the final judge of the quality and suitability of the work, goods, supplies, provisions and materials, manufacturing processes and methods of assembly, installation and/or construction for the purposes for which they are to be used. Should such work, goods, supplies, provisions and materials, fail to receive the Town's approval, and/or should they be defective or not otherwise conform with the Contract requirements, or be defaced or damaged through the intentional conduct or negligence of the Contractor, its employees, agents, representatives or subcontractors, or through acts of fire or weather, or any other cause, then such work, goods, supplies, provisions and/or materials ("Defective Work") shall be removed and replaced immediately without delay or additional cost to the Town.

B. The selection of bureaus, laboratories, and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the written approval of the Town. The Contractor must furnish satisfactory documentary evidence to the Town that the material has passed the required inspections and tests to the Town prior to the incorporation of the materials in the Work.

C. At the Contractor's sole expense, all Defective Work shall be immediately removed from the site.

D. The failure by the Town to condemn Defective Work, or the act of the Town in making payments on account of the Contract, shall not be construed as acceptance by the Town of Defective Work. If any doubt exists as to the character of the Defective Work, it must, at the request of the Town, be made good; and if it is determined to have been satisfactory, the actual cost, plus fifteen (15%) percent of the cost of taking up and replacing such work will be paid by the Contractor.

E. If, in the opinion of the Town, it is undesirable to replace any Defective Work or damaged materials, or to reconstruct or correct any portion of the Work not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Town shall be equitable.

F. Neither the acceptance of the completed Work, nor payment therefor, shall operate to release the Contractor from any obligations under or upon the Contract Documents.

G. No inspection or certificate on account shall be held to constitute an acceptance of any work or materials, nor shall it relieve the Contractor from the obligation to furnish sound materials and perform all Work in accordance with the Contract Documents.

H. The Town shall be the sole judge as to the quality of the materials and work furnished.

General Instructions:

The proposal should be submitted in **two parts**. The narrative portions shall be submitted in sealed envelopes accompanied by a separate envelope(s) containing the fee(s). **One Original and 5 copies of the proposal packages must be submitted** to the Town no later than Noon on **Friday, August 8, 2014** at the following address:

Carmela Riccie, Town Clerk
Office of the Town Clerk
428 60th Street
West New York, New Jersey 07093

Please note that with all forms additional sheets can be attached if necessary.

RESPONDENT IDENTIFICATION FORM

AN INDIVIDUAL

By _____ (SEAL)
(Individual's Name)

Doing business as _____
Business _____
Address: _____

Phone Number: _____ e-mail _____

WEB Site Address: _____

A PARTNERSHIP

By _____ (SEAL)
(Firm Name)

(General Partner(s))

Business _____
Address: _____

Phone Number: _____ e-mail _____

WEB Site Address: _____

A CORPORATION

By _____ (Corporate Seal)
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person authorized to Sign)

(Title)

ATTEST: _____
(Secretary)

Business _____
Address: _____

Phone Number: _____ e-mail _____

WEB Site Address: _____

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence: \

(a) A photocopy of a valid letter that the contractor is operating under an 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. 17:27-4;

OR

(c) 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 N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5 .. 31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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 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, gender identity or expression, disability, nationality 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, gender identity or expression, disability, nationality 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, 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 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, 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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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.**

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. Please indicate your intent to comply with the following provisions if your firm is selected to provide services to the Town of West New York by signing below:

The contractor and the Town of West New York, New Jersey (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (*42 U.S.C. §12101 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 there unto, 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’s 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 proceeding 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.

NAME OF PROPOSER: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

4818-9651-3564, v. 1

4825-4774-4028, v. 1