LAKEWOOD TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY

Request for Proposals

PLEASE TAKE NOTICE that the Lakewood Township Municipal Utilities Authority (Authority) hereby solicits proposals for **snow clearing services for the 2026-2027 season. The season will commence on December 1, 2026 and end on March 31, 2027. Proposal must be based on a monthly fee and assume three (3) occurrences per month whether they be snow or icing events. Services required after the third occurrence within a month must be based on snow accumulation as follows:**

0"-2"
2.1"-4"
4.1"-6"
6.1"-8"
8.1"-10"
Per inch over 10"
Price for application of salt and/or sand

Sealed proposals must be submitted to the Executive Director on or before Wednesday, October 28, 2026 at 11:00a.m. Proposals may be submitted in person at the Authority's office located at 390 New Hampshire Ave., Lakewood, NJ, or sealed proposals may be mailed in advance to the attention of Justin Flancbaum, Executive Director, 390 New Hampshire Ave., Lakewood, NJ 08701. All proposals must be contained in a sealed envelope with the name and address of the party submitting the proposal and marked "sealed proposal."

Anyone requesting additional information should contact Justin Flancbaum, Executive Director, at (732) 363-4422 ext. 103.

Proposals for the below listed services are being solicited through a fair and open process in accordance with N.J.S.A.19:44A-20.5 et. seq. The following criteria will be used in the awarding of contracts for services:

1. Experience and knowledge in the field.
2. Availability to attend any meetings of the LTMUA and to service the needs of the Authority as requested by the Commissioners, Executive Director and staff.
3. Compensation proposal.
4. Any other factors deemed to be in the best interest of the Authority as detailed in the scope of services below.

In addition, the LTMUA reserves the right to consider the following other factors:

1. Does the vendor's proposal indicate a clear understanding of the scope of work and related objectives?
2. Is the vendor's proposal complete and responsive to the public notice and specifications?
3. Does the vendor have a record of honesty and moral integrity?
4. Does the vendor have a record of reliability?
5. Vendor's past performance to the Authority, and willingness to document same.
6. Vendor's past performance of similar services, and willingness to document same.
7. Does the vendor have an experienced, qualified staff to assist him in completing the Authority's assignments?
8. Are the vendor's resources, i.e. personnel, facilities etc. in reasonable proximity to Lakewood, New Jersey?
9. Will the vendor provide a timely, fully explained billing for his goods/services, including a comprehensive breakdown of specific tasks?
10. Is the vendor financially stable and strong?

Scope of Service:

- Location to be cleared of snow is the complex at 390 New Hampshire Ave as defined in Schedule A of this Request for Proposals.

- Schedule B ("proposal form") must be completed and submitted as part of this proposal

- Proposer must be able to comply with the service contract which is part of this Request for Proposals

- A Certification of Prohibited Russia-Belarus Activities and Iran Investment Activities must be completed and submitted to the Authority

- A current NJ Business Registration Certificate must be submitted to the Authority

- A Certificate of Insurance shall be submitted to the Authority listing the Lakewood Township Municipal Utilities Authority as additional insured

Service Contract
(Snow Clearing 2026-2027 Season)

1. Agency: Lakewood Township Municipal Utilities Authority ("Authority")

2. Independent Contractor: _____

3. Name and Phone Number and Emergency Phone Number of Contact Person at Independent Contractor: _____

4. Work to be Performed. The Authority and the Independent Contractor agree that the Independent Contractor will perform the following work in accordance with this contract: Snow Clearing, As set forth on Schedule A attached hereto and made a part hereof, it being understood that in the event of any conflict between the terms of Schedule A or of any other Schedule, and the terms of this contract, the terms of this printed contract shall prevail.

5. Consideration and Terms of Payment.

A. The Independent Contractor shall be paid by the Authority according to the following terms and conditions: As set forth on Schedule B attached hereto and made a part hereof.

B. The compensation set forth above shall constitute the Independent Contractor's entire compensation, including all expenses incurred by the Independent Contractor in the performance of this contract. The Independent Contractor shall have no power to incur any debts or other obligations on behalf of the Authority.

6. Term of Contract. This contract shall commence on **December 1, 2026** and shall terminate on **March 31, 2027**.

7. Material, Supplies, Equipment and Tools. The Independent Contractor shall supply, at its own expense, all/materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this contract. The Independent Contractor shall be liable for any loss or damage occurring to such materials and equipment.

8. Payroll Taxes. Payroll taxes including federal, state and local taxes shall not be withheld or paid by the Authority on behalf of the Independent Contractor or for the employees of the Independent Contractor. The Independent Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. The Independent Contractor shall be responsible to pay all taxes as mandated by law.

9. Fringe Benefits. Since the Independent Contractor is not an employee of the Authority's business, it is not eligible for and shall not participate in any employer benefit of the Authority including pension, health or other fringe benefits.

10. Worker's Compensation and Insurance. The Authority shall not obtain worker's compensation insurance on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor shall comply with the worker's compensation law concerning its business and its employees and shall provide a certificate of insurance, (or other proof of such compliance acceptable to the Authority), to the Authority prior to the commencement of work under this contract and, in no event, shall payments be made by the Authority under this contract prior to receipt of such proof. Independent Contractor will provide a Certificate of Insurance, prior to work commencing, (and, in any event, before any payments are made to the Independent Contractor under this contract), for general liability insurance, (with a $1,000,000.00 per occurrence, $2,000,000.00 aggregate, minimum), naming Authority as additional named insureds, on a primary basis. The Independent Contractor shall also provide automobile liability insurance at $2,000,000.00 combined single limit for bodily injury and property damage and an Umbrella Policy with a $1,000,000.00 per occurrence, $2,000,000.00 aggregate, minimum. The Certificate shall reflect that the insurance may not be canceled

11. Termination.

A. Authority may terminate this contract by giving 30 days written notice to the Independent Contractor of its intent to terminate this contract. Such termination may be made with or without cause. During the 30 day period after such notice is sent, the parties shall continue to act toward each other in good faith.

B. Authority may terminate this contract with reasonable cause effective immediately upon the giving of written notice of the termination for cause. The grounds for reasonable cause shall include: material violation of this contract, and/or any act exposing the Authority or any of its related entities to liability for personal injury or property damage.

12. Indemnity. The Independent Contractor shall indemnify and hold Authority harmless from any claim, liability, loss or damage, including cost of defense and attorneys fees, arising by reason of the death or personal injury of persons, injury to property or other loss or damage resulting from the Independent Contractor's alleged or actual negligent act or omission.

13. Non-waiver. The failure of either party to this contract to exercise any of its rights under this contract at any time does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

14. Declaration by Independent Contractor. The Independent Contractor declares and states that it has complied with all federal, state and local laws regarding business permits and licenses, or otherwise, that may be required to legally carry out the work to be performed under this contract.

15. Notices. Any notice given in connection with this contract shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. Assignment of Contract. The Authority may assign this contract at any time to any successor in interest or to any related party. The Independent Contractor shall not be allowed to assign this contract in whole or in part. Any attempt to assign this contract by the Independent Contractor shall be null and void.

17. Governing Law. This contract shall be governed, construed and interpreted in all respects in accordance with the laws of the State of New Jersey. The Superior Court of the State of New Jersey, in the County of Ocean, shall have jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

18. Entire Contract. This is the entire contract between the parties and cannot be changed or modified orally. This contract may be supplemented, amended or revised only by a writing which is signed by each of the parties.

19. Severability. If any part of this contract shall be held to be unenforceable, the rest of this contract should nevertheless remain in full force and effect.

20. Insurance/Insurance Certificates. Independent Contractor will provide a Certificate of Insurance , prior to work commencing, (and, in any event, before any payments are made to the Independent Contractor under this contract), for general liability insurance, (with a $1,000,000.00 per occurrence, $2,000,000.00 aggregate, minimum), naming Authority as additional named insureds, on a primary basis. The Certificate shall reflect that the insurance may not be canceled except upon thirty (30) days prior written notice to Authority and shall further reflect that the insurance policy includes a waiver of subrogation as to the Authority and the other entities listed in this paragraph.

Dated: _____ By: Lakewood Township Municipal Utilities Authority

By: _____
Justin Flancbaum, Executive Director

Dated: _____ By: _____

(Company Name)

By: _____
(Signature)

_____

(Print Name & Title)

schedule A
Snow Clearing
Work to be Performed and Additional Provisions

1. Location of Work to be Performed: Complex at 390 New Hampshire, Lakewood, NJ 08701

2 . Scope of Work:

Snow plowing, walkway clearing and ice control services to be performed at the Location shall include, but not be limited to, the following:

A. Independent Contractor will furnish equipment, labor and materials necessary to complete snow plowing and ice control of all paved areas, entrance ways, and pedestrian areas, and the clearance of walkways at the Location. All drive lanes, building entrances, fire hydrants and parking areas will be maintained days and nights, including weekends and holidays, to allow safe access. Independent Contractor will be responsible to remove snow from areas where plowing or snow accumulation would be harmful to shrubs and planting beds.

B. Plowing/clearing of all paved areas, entrance ways, walkways and building access shall begin automatically in accordance with this contract for snowfalls of two (2) inches, as recorded by the National Weather Service at Belmar- Farmingdale or McGuire Air Force Base Stations. Initial pass-through will be made to reasonably clear roadways to help enable cars to leave or arrive at Location, except in extreme conditions, and to allow pedestrian access to buildings. All must be completed by 6:00 a.m.

C. When called by the Authority for snow, deicing, sanding, salting, etc., they must begin operations within 1 hour from notification for walkways and building entrances, (to their full width), complete access from parking stalls to walkways, driveways, parking areas, fire hydrants, catch basins and dumpster areas will be fully cleared, no later than four (4) hours thereafter. Clearing of parking stalls at the Location will continue as long as Independent Contractor is still operating at the Location. Independent Contractor will return to the Location within 4 hours to clear snow from any roadways or parking stalls where cars failed to move prior to Independent Contractor leaving the Location.

D. All complaints of areas not properly cleared must be responded to and rectified by the Independent Contractor no later than 4 hours following receipt of complaints.

E. No subcontractors will be used unless authorized by the Lakewood Township Municipal Utilities Authority.

3. Additional Provisions:

A. Snow stakes shall be the responsibility of the Independent Contractor. All curb lines, speed bumps, storm drains and fire hydrants shall be marked with four (4) foot stakes to enable plow operators to identify these areas while plowing snow.

B. Independent Contractor will repair or replace any damaged property, including but not limited to, trees, shrubs, turf, roads, curbs, concrete, brick pavers, concrete bumpers, signs, sign poles, automobiles or light poles caused by snow removal, snow piling, equipment or ice control materials or as a result of any act or omission by Independent Contractor, its employees, agents or subcontractors.

C. After completion of the clean-up, Independent Contractor will provide a written report to Authority's representative as to the extent of snowfall and sand, salt and calcium chloride materials used.

D. Should either party dispute the amount of snowfall for either a specific storm or cumulatively for the season, then the Authority has the right to obtain written certification from a neutral third party weather service, as to the amount of snowfall for the period(s) in dispute. Written certification shall be from the closest weather station.

E. Salt and/or sand will be used on the paved roads and parking areas only. Independent Contractor will select and use salt with care in order not to affect landscaping. Calcium chloride (or approved equal) will be used exclusively on all concrete surfaces, (e.g. walkways). Contractor will provide Authority with Material Safety Data Sheets for all chemical compounds used at the Location.

F. Independent Contractor's supervisor will control breaks in order to minimize disruption of service during major snow removal operations.

G. Independent Contractor will let its presence be known to Authority prior to and upon completion of, any work that needs to be performed.

H. Wherever noted herein, Authority's representative shall be the Authority's Operations Manager, in the event of his absence his designee.

I. Independent contractor will provide a 24/7 phone number for its supervisor that will respond within twenty (20) minutes.

J. Emergency lights: Contractor vehicle(s) must be equipped with a functionally operating, roof mounted, yellow strobe or rotating beacon light. Emergency lights are to be used when removing snow, etc.

K. Invoices and Payment: All invoices from independent contractor must be submitted on the standard voucher form of the Authority and submitted to the Authority at least ten (10) days prior to its monthly board meeting which normally occurs on the first Tuesday of every month. All approved vouchers are paid on or about the 15th of the month following the meeting.

Schedule B

PROPOSAL TO
THE LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
OCEAN COUNTY, NEW JERSEY
FOR SNOW CLEARING
2026-2027 SEASON

Service to be provide	
1. Clear Snow from Roads, Parking Areas, etc. **0" – 2"**	$
2. Clear Snow from Roads, Parking Areas, etc. **2.1" – 4"**	$
3. Clear Snow from Roads, Parking Areas, etc. **4.1" – 6"**	$
4. Clear Snow from Roads, Parking Areas, etc. **6.1" – 8"**	$
5. Clear Snow from Roads, Parking Areas, etc. **8.1" – 10"**	$
6. Clear Snow from Roads, Parking Areas, etc. **Per inch over 10"**	$
7. Application of Salt and/or Sand	$

- Snow clearing will not commence until there is 2" of snow, unless specifically requested by Authority. All rates apply per snowfall in a 24 hour period

Monthly Fee: _____