

**Borough of Roselle Park,
Union County, New Jersey**

**UNIFORM BID SPECIFICATIONS
LAWN & GROUNDS MAINTENANCE**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough Clerk for the Borough of Roselle Park, County of Union, State of New Jersey on Tuesday, February 27, 2018 at 10:30 a.m. prevailing time at Borough Hall, 110 East Westfield Avenue, Roselle Park at which time and place bids will be opened and read in public for:

LAWN & GROUNDS MAINTENANCE

Specifications and other bid information may be obtained at the Borough Clerk's Office, 110 E. Westfield Avenue, Roselle Park, NJ, 07204 during regular business hours 8:30AM to 4:30PM. or online at www.rosellepark.net.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Andrew J. Casais, RMC
Borough Clerk

1. INSTRUCTIONS TO BIDDERS:

1.1 THE BID:

The Borough of Roselle Park is soliciting sealed bids in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq. PLEASE TAKE NOTICE that sealed proposals for the furnishing Lawn and Grounds Maintenance, in the Borough of Roselle Park , for a period of one (1) year, to commence on April 1, 2018 through December 31, 2018, and/or (2) two years commencing on April 1, 2018 through December 31, 2018 & April 1, 2019 through December 31, 2019 in accordance with specifications on file at the Office of the Borough Clerk, 110 East Westfield Avenue, Roselle Park, New Jersey shall be received by the Borough Clerk on behalf of the Mayor and Council of the Borough of Roselle Park at the Municipal Building, 110 East Westfield Avenue, Roselle Park, New Jersey on Tuesday, February 27, 2018 at 10:30 a.m.

1.2 CHANGES TO THE BID SPECIFICATIONS:

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in The Star Ledger.

1.3 BID OPENING:

All bid proposals will be publicly opened and read by the Borough Clerk at 110 East Westfield Avenue, Roselle Park, New Jersey on Tuesday, February 27, 2018 at 10:30 a.m. Bids must be delivered by hand or by mail to the Borough Clerk no later than Thursday February 27, 2018 at 10:30 a.m. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED:

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

- Section 6. Consent Surety.
- Section 7. Acknowledgement of Receipt of Addenda.
- Section 8. Affirmative Action Compliance Notice.
- Section 9. Stockholder Disclosure Certification.
- Section 10. New Jersey Business Registration Certificate.
- Section 11. Disclosure of Investment Activities in Iran.
- Section 12. Non-Collusion Affidavit.
- Section 13. Equipment Dedication Affidavit.
- Section 15. Proposal Form.

NOTE: All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

2. DEFINITIONS:

1. "**BID PROPOSAL**"- means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.
2. "**BID GUARANTEE**"- means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract. "Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.
3. "**CERTIFICATE OF INSURANCE**"- means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.
4. "**COLLECTION SITE**"- means the location of waste containers on collection day.
5. "**COLLECTION SOURCE**" - means a generator of designated collected solid waste to whom service will be provided under the contract.
6. "**CONSENT OF SURETY**"- means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.
7. "**CONTRACT**"- means the written agreement executed by and between the successful bidder and the Governing Body and shall include the bid proposal, and the bid specifications.
8. "**CONTRACT ADMINISTRATOR**" - is the person authorized by the contracting unit to procure and administer contracts for solid waste collection services and/or the Superintendent of Public Works.
9. "**CONTRACTING UNIT**"- means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.
10. "**CONTRACTOR**"- means the lowest responsible bidder to whom award of the contract shall be made.

11. "**GOVERNING BODY**"- means the Governing Body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.A.C. 40A:11-2.
12. "**LEGAL NEWSPAPER**"- means the Star Ledger and The Union Leader.
13. "**PROPOSAL FORMS**"- mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.
14. "**SERVICE AREA**"- means the geographic area described below. The service areas are as listed in the specifications section of the bid.
15. "**SURETY**"- means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3. BID SUBMISSION REQUIREMENTS:

3.1. BID PROPOSAL:

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Roselle Park in the advertisement for bids.
- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 1. For a corporation, by a principal executive officer;
 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or,
 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and,
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The bid proposal contains option bids. The Borough of Roselle Park may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option or any combination of options is the lowest responsible bidder; provided, however, the Borough of Roselle Park shall not award the contract based on the bid price for separate options.

- E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTEES:

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Roselle Park in the amount of 10% of the highest aggregate (2) two year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Roselle Park.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS:

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Borough of Roselle Park.

3.4. "OR EQUAL" SUBSTITUTIONS:

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Borough of Roselle Park.

3.5. COMPLIANCE:

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

3.6. CONFLICT OF INTEREST AND NON-COLLUSION:

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. No person or business is employed to solicit or secure the contract in

exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7. NO ASSIGNMENT OF BID:

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Roselle Park agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

4. AWARD OF CONTRACT:

4.1. GENERALLY:

- A. The Borough of Roselle Park shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Roselle Park's decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Borough of Roselle Park reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough of Roselle Park rejects all bids, the Borough of Roselle Park shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT:

Within fourteen calendar days of the award of the contract, the Borough of Roselle Park shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the equipment dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Roselle Park to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER:

The Borough of Roselle Park shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4. PERFORMANCE BOND:

- A. For a one year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to the Borough of Roselle Park, 110 East Westfield Avenue, Roselle Park, NJ.
- B. Failure to provide the required one year performance bond at the time and place specified by the Borough of Roselle Park shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Borough of Roselle Park may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.
- C. For the two year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Borough of Roselle Park, 110 East Westfield Avenue, Roselle Park, NJ. The performance bond for each succeeding year shall be delivered to the Borough of Roselle Park , 110 East Westfield Avenue, Roselle Park, NJ with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough of Roselle Park to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough of Roselle Park in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS:

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification of The Borough of Roselle Park's intent to award any contract the contractor must submit one of the following to the contracting unit:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.
 2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.
 3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.
- C. If the Contractor does not submit the affirmative action document within the required time period the Borough of Roselle Park may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Roselle Park to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6. ERRORS IN PRICE CALCULATION:

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough of Roselle Park may not award a contract until all tabulations are complete.

5. BIDDING DOCUMENTS:

5.1 BIDDING DOCUMENTS CHECKLIST:

Complete this checklist by reviewing your submission, placing a check mark on each line, and executing the document below:

- 6. Consent Surety.
- 7. Acknowledgement of Receipt of Addenda.
- 8. Affirmative Action Compliance Notice.
- 9. Stockholder Disclosure Certification.
- 10. New Jersey Business Registration Certificate.
- 11. Disclosure of Investment Activities in Iran.
- 12. Non-Collusion Affidavit.
- 13. Equipment Dedication Affidavit.
- 15. Proposal Form.

_____ (NAME OF FIRM OR INDIVIDUAL)	_____ (TITLE)
_____ (SIGNATURE)	_____/_____/_____ (DATE)

6. CONSENT OF SURETY:

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

TO: **BOROUGH OF ROSELLE PARK**
UNION COUNTY, NEW JERSEY

IT IS HEREBY CERTIFIED that if _____

(Name of Bidder)

(Hereinafter the Contractor), is the successful bidder on its

proposal for _____

(Name of Project)

then _____, a corporation

of the State of _____, duly authorized to transact business in the State of New Jersey, will provide to the Contractor and will be surety on the performance and maintenance bonds required by the contract of the aforesaid project in such sums as are designated in the aforesaid documents.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____

_____ (Name of Surety Company)

Attest:

_____ By _____

(Name and Position)

Note: Documents attesting to the authority of the persons executing this certificate to so act on behalf of the Surety Company, as well as the financial statement of the Company, must be annexed hereto. The Surety Company's own form will be accepted if in compliance with this form. If the Surety Company is only furnishing one bond (ie: performance OR maintenance), the applicable language should be stricken from the foregoing and a separate certificate must be submitted by another Surety Company as to the other bond.

7. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	___ / ___ / _____	_____
_____	___ / ___ / _____	_____
_____	___ / ___ / _____	_____
_____	___ / ___ / _____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____ / _____ / _____

8. AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT:

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: Borough of Roselle Park, Lawn & Grounds Maintenance

I, _____, of the City of _____ in the State [Commonwealth] of _____ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Name of Firm or Individual

Title

Signature

_____/_____/_____
Date

Subscribed and sworn to before me this
____ day of ____ 20__.

Notary Public of

My Commission expires _____, 20__.

8.1 MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS P.L. 1975, C. 127 (N.J.A.C. 17:27)

P.L. 1975, C. 127 (N.J.A.C. 17:27)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND 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, 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, color, 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 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, sex, affectional or sexual orientation;

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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.

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, 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.

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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the 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).

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

The contractor and the Borough of Roselle Park, (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 thereto, 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.

9. STOCKHOLDER DISCLOSURE CERTIFICATION:

Chapter 33 of the Public Law of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent parts that no partnership or corporation shall be awarded any State, County, Municipal or School District Contract for the performance of any work, or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information;

If the bidder is a partnership, then the statement shall set forth the names and addresses of as all partners who own a 10% or greater interest in the partnership.

If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

BIDDER MUST COMPLETE ONE OF THE THREE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company submitted bid:

NAME	ADDRESS
------	---------

_____	_____
_____	_____
_____	_____
_____	_____

_____ (Signature)

II. No Stockholder or Partner owns 10% or more of the company submitting bid:

_____ (Signature)

III. The Bid is being submitted by an individual who operates as a sole proprietorship.

_____ (Signature)

10. BUSINESS REGISTRATION CERTIFICATE:

A valid Business Registration Certificate (BRC) issued by the State of New Jersey is required for all Borough contracts. Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

11. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the form below. (PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES).

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Borough of Roselle Park is relying on the information contained herein and thereby acknowledge that I am under a

continuing obligation from the date of this certification through the completion of contracts with the Borough of Roselle Park to notify the Borough of Roselle Park in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Borough of Roselle Park and that the Borough of Roselle Park at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date _____

Bidder/Vendor: _____

12. NON-COLLUSION AFFIDAVIT:

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } s.s.: Borough of Roselle Park, Law & Grounds Maintenance

I, _____, of the City of _____ in the State (Commonwealth) of _____, being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the [GOVERNING BODY] rely upon the truth of the statements contained in this affidavit and in said bid Proposal 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 contract upon an 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 the

_____	_____
Name of Firm or Individual	Title
_____	_____/_____/_____
Signature	Date

Subscribed and sworn to before me this
____ day of ____ 20____.
Notary Public of
My Commission expires _____, 20__.

13. EQUIPMENT DEDICATION AFFIDAVIT:

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: Borough of Roselle Park, Lawn & Grounds Maintenance

I, _____, am the _____
of _____ and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Roselle Park rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project. At all times during the performance of the collection contract, I agree to commit, for use only in the in the Borough of Roselle Park, the amount of equipment reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Borough is not feasible, that the Borough of Roselle Park will not be responsible for disposal costs for waste generated outside the Borough of Roselle Park.

I also understand and agree that failure to comply with the representations container herein shall be cause for breach of contract and will entitle the Borough of Roselle Park to damages arising there from.

Name of Firm or Individual

Title

Signature

_____/_____/_____
Date

Subscribed and sworn to before me this
____ day of ____ 20__.

Notary Public of

My Commission expires _____, 20__.

14. PROPOSALS AND SPECIFICATIONS FOR LAWN & GROUNDS MAINTENANCE:

This specification is for supplying Lawn & Grounds Maintenance for the Borough of Roselle Park to include the furnishing by the Contactor of all labor, supervision, trucking, tools, equipment and materials required for the performance of the work herein after described. All work is to be accomplished in a proper workman like manner to the satisfaction of the Borough. The contractor will not subcontract any portion of this contract.

The Contractor shall be solely and completely responsible for the result of the work. Any loss or damage to lawns, trees or shrubbery, all standing object (i.e.: lamps stanchions, signs, buildings, etc.) including that an adjacent property, as a result of the Contractor's operations shall be rectified by the Contractor at no cost to the Borough and within one (1) week of damage.

The contractor must have pesticide business license. Each Contractor must have at least one (1) employee who possesses a New Jersey Pesticide Commercial Applicator License. All employees must work under this employee's control and supervision in the application of any pesticides and herbicides. A copy of said licenses must accompany this bid upon submission.

14.1. BASE BID(S):

The majority of area to be maintained can be cut/mowed with push or riding mowers. However, weed trimmers or other equipment is necessary for areas such rough and wet areas, drainage ditches and embankments.

Mowers shall be required to keep lawn areas at a height not less than 2 ½" and no more than 3 ½". Mowing shall be done at intervals not longer than seven (7) days, (Unless Specified Otherwise) apart during all seasons when mowing is necessary. Leaves are to be picked up on a weekly basis. No more than seven (7) days shall pass without the area being cleaned of leaves. Special care is to be taken to avoid throwing grass cutting on building walls and directing grass clippings into mulched shrub beds. The contractor must have the equipment and personnel capable of completing all work and servicing the Borough's needs in two (2) days' time, weather permitting. A physical inspection will be made by a Borough representative of equipment to be used by Contractor before contract is awarded.

ALL AREAS are to have debris (i.e.: branches, paper, etc.) cleaned and picked up prior to each mowing. During the spring a thorough cleaning must be completed prior to the first cutting of the season. During the fall season, leaves must be picked up prior to cutting of lawn areas. When cutting, grass clippings must be collected, and not left for on site mulching. All walkways, passages, roadways etc. must be swept and cleaned after each cutting. All fence line(s) will be cleaned of any debris at each cutting/leaf clean up. All flower beds must be kept free of any weeds. Shrubs are to be cut or trimmed once every two (2) weeks.

All curbs, walk ways, steps, parking lots and driveways must be edged at every cutting to have all edges appear sharp and neat. All joints and cracks must be de-weeded so as to show no appearance of grass.

Lime shall be applied to the areas throughout entire grounds as required to maintain a ph of 6.0 to 6.5. The Roselle Park Department of Public Works (hereinafter “DPW”) must be notified in writing 10 days prior to application. Verifications of these levels being maintained shall be forwarded to DPW monthly.

Soiling and seeding, with Jersey 6 Way or approved equal will be done as deemed necessary by the DPW Superintendent or his approved representative.

All leaf rakings including trees and shrub shedding, pine needles, debris, including trash, fallen limbs, pruning from bushes, leaves, etc. shall be removed whenever such materials are found on the site during normal maintenance periods. It shall include raking and removing dead grass (without thatching) and leaves from lawn and shrub beds.

The base bid is to include the following locations:

1	Casano Community Center	11	Boy Scout Park
2	Library	12	Aldene Park
3	Gazebo	13	Loretti Park
4	Center Firehouse	14	Acker Park
5	Borough Hall	15	Open Lot at corner of Locust St. & West Roselle Ave.
6	Lorraine Firehouse	16	DPW Office
7	Faitoute Firehouse	17	Corner of West Webster Ave. & Locust St. (Southwest corner up to Pool Supply)
8	First Aid / EMS Building	18	Center Islands
9	Lamonico Perry Park	19	Open Lot on Valley Road
10	Girl Scout Park	20	Open Lot on Jerome St.

14.2. ALTERNATE BIDS:

Option “C1”

Supply lawn maintenance per square foot within the Borough of Roselle Park to include all labor, supervision, trucking, tools, equipment and materials required for the work herein described for a one (1) year term.

Option “C2”

Supply lawn maintenance per square foot within the Borough of Roselle Park to include all labor, supervision, trucking, tools, equipment and materials required for the work herein described for a two (2) year term..

Option “D1”

Supply materials and labor to apply Spring and Fall fertilizer to all properties listed in Appendix “A,” as directed by the Superintendent of Public Works or designee for a one (1) year term.

Option “D2”

Supply materials and labor to apply Spring and Fall fertilizer to all properties listed in Appendix “A,” as directed by the Superintendent of Public Works or designee for a two (2) year term.

Option “E1”

Supply Labor necessary to weed decorative trees beds and flower planters in the Borough down town area. Downtown area defined as Westfield Avenue from Walnut Street to Locust and Chestnut Street from Westfield Avenue to Grant Avenue. This service will be completed monthly from April through the last cleanup in December for a one (1) year term.

Option “E2”

Supply Labor necessary to weed decorative trees beds and flower planters in the Borough down town area. Downtown area defined as Westfield Avenue from Walnut Street to Locust and Chestnut Street from Westfield Avenue to Grant Avenue. This service will be completed monthly from April through the last cleanup in December for a two (2) year term.

Option “F1”

Supply labor and equipment necessary to plant ornamental flowers provide by the Borough including mulching each flower bed, in accordance with the direction of the DPW Superintendent or his designee for a one (1) year term. Approximate number of flats planted is 20 and 90 small potted plants. This option must be completed prior to June 15th of each year.

Option “F2”

Supply labor and equipment necessary to plant ornamental flowers provide by the Borough including mulching each flower bed, in accordance with the direction of the DPW Superintendent or his designee for a two (2) year term. Approximate number of flats planted is 20 and 90 small potted plants. This option must be completed prior to June 15th of each year.

Option “G”

Supply grounds maintenance in accordance with the attached list to include all labor, supervision, trucking, tools, equipment and materials required for the work herein described for a one (1) year term. Locations are listed in Appendix “B”.

Option “H”

Supply grounds maintenance in accordance with the attached list to include all labor, supervision, trucking, tools, equipment and materials required for the work herein described for a two (2) year term. Locations are listed in Appendix “B”.

14.3. SPECIAL PROVISIONS:

All bidders must make a tour of the sites to inspecting the conditions that exist and to acquaint themselves with the work to be performed. This tour will be made prior to the bid opening. For information, contact Mr. Robert Krahnert (Assistant DPW Superintendent) at the Roselle Park DPW, 908-245-7676 between 8:00 a.m. and 3:00 p.m. Monday through Friday, except holidays. Should the bidder be in doubt as to the intent and meaning of the specifications, he may make inquiries to the DPW in writing. Verbal questions and answers are not binding.

The successful bidder or bidders will be required to submit a LABOR AND MATERIALS PERFORMANCE AND PAYMENT BOND in the full amount of the contract price, which such bond will be on the forms provided by the Borough, copy attached.

Said bond shall be guaranteed by a surety company authorized to do business in the State of New Jersey, OR secured by a fund in the full amount of the bond to be deposited with the Borough of Roselle Park of certified or cashier's check made payable to the Borough. Accordingly, each bidder intending to submit a surety company bond is required to submit with his bond, written certification from a surety company that it will provide the bond required; OR each bidder intending to deposit with the City, the fund above referred to as a security for his bond shall submit with his bid, a written statement to that effect. Failure to include in the Bid Proposal such surety company certification, OR written statement of intention to make deposit will be cause for rejection of the bid. In the event that the total contract awarded to any bidder hereunder shall not exceed \$20,000.00, no bond will be required.

All bidders may be investigated as to organization, ability to perform, financial condition, and experience. The Borough of Roselle Park reserves the right to reject any bid where the result of such an investigation renders the bid unsatisfactory.

The Roselle Park DPW will have complete responsibility for performance under the contract.

By submitting a Proposal, the bidder covenants and agrees that he has satisfied himself from his own investigation and that he will not make any claim for, or have the right to cancellation or relief without penalty of contract because of any misunderstanding of lack of information.

14.4. SAFETY PRECAUTIONS:

The Contractor shall be responsible for instruction to his workmen in appropriate safety measures.

14.5. SUPERVISION AND INSPECTIONS:

In the event the contractor does NOT provide or is UNABLE to provide the services specified herein FOR ANY REASON, the Borough of Roselle Park will arrange to have the services provided by others at no additional cost to the Borough, and the cost thereof shall be charged to and paid for by the Contractor that has the contract for services at that period in time. The opinion and certification of the department involved as to any delinquencies, inefficiencies and/or delays in the performance of the contract(s) are final.

14.6. TERMINATION:

In the event that the Contractor shall fail to comply with any of the conditions herein provided and covered by the contract, the Borough of Roselle Park shall notify the Contractor of such failure or default and demand that the same be remedied within THREE (3) DAYS. In the event of the failure of the Contractor to remedy the same within said period, the performance bond shall be forfeited. In the event of such action being necessitated, it shall be incumbent upon the Contractor to continue until relieved by a newly selected Contractor.

The Borough of Roselle Park must insist that the Contractor adhere to a written policy of having the Contractor meet with a representative of the Department of Public Works on a monthly basis. In this manner, any questions or minor problems can be resolved before they become major.

14.7. TERM OF CONTRACT:

The term of this contract, for a one-year contract, shall be April 1, 2018 and ending on December 31, 2018, for a two-year contract, shall be April 1, 2018 through December 31, 2018 & April 1, 2019 through December 31, 2019. Bidders may bid on any or all options

14.8. INVOICES:

The successful bidder will be required to submit invoices monthly for the previous month services, addressed to:

Public Works Department
110 East Westfield Avenue
Roselle Park, New Jersey 07204

14.9. PAYMENTS:

Upon submission of invoices, payments will be made monthly of the amount due under the contract for work performed to the end of the preceding month, provided that the services performed are satisfactory. Payment will be based on the amount submitted as per the Proposal & Specifications.

14.10. AWARD:

The Proposal and Specifications and Bid are irrevocable by the subscriber of his, their or its personal or legal representative. The Proposal and Bid, if awarded there under, is made to the subscriber by the Borough of Roselle Park, and if accepted by the Borough of Roselle Park in writing after such award, shall bind the subscriber, his, their or its heirs, executors, administrators or successors. Assignment to any third party of any monies due or to grow due to the bidder on any contract based on the bid is absolutely prohibited and will not be recognized by the Borough of Roselle Park. Furthermore, should any assignment of monies be filed with the Borough of Roselle Park, the Borough reserves the right there under to refuse all bids from the vendor violating this provision.

15. PROPOSAL FORM:

TO: MAYOR AND COUNCIL OF THE BOROUGH OF ROSELLE PARK

Name of Bidder

Address of bidder

RE: FOR THE FURNISHING OF LAWN & GROUNDS MAINTENANCE UP WITHIN THE BOROUGH OF ROSELLE PARK FOR ONE YEAR AND/OR TWO YEAR PERIODS COMMENCING: **APRIL 1, 2018.**

The undersigned, as bidder, having carefully reviewed the Notice to Bidders, Specifications and the within Proposal Form, hereby offers to furnish Lawn & Grounds Maintenance within the Borough of Roselle Park for a period of one year and/or two years commencing April 1, 2018 for the following sums:

BASE BID OPTIONS

<u>DURATION OF THE CONTRACT</u>	<u>BASIC CONTRACT PRICE</u>
---------------------------------	-----------------------------

BASE BID – OPTION “A” – ONE (1) YEAR CONTRACT

April 1, 2018 through December 31, 2018	\$ _____
TOTAL – CONTRACT AMOUNT.....	\$ _____

BASE BID – OPTION “B” – TWO (2) YEAR CONTRACT

April 1, 2018 through December 31, 2018	\$ _____
April 1, 2019 through December 31, 2019	\$ _____
TOTAL – CONTRACT AMOUNT.....	\$ _____

ALTERNATE BID OPTIONS

<u>DURATION OF THE CONTRACT</u>	<u>BASIC CONTRACT PRICE</u>
---------------------------------	-----------------------------

OPTION “C1” – ONE (1) YEAR CONTRACT

April 1, 2018 through December 31, 2018	\$ _____
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OPTION “C2” – TWO (2) YEAR CONTRACT

April 1, 2018 through December 31, 2018	\$ _____
April 1, 2019 through December 31, 2019	\$ _____

OPTION “D1” – ONE (1) YEAR CONTRACT

April 1, 2018 through December 31, 2018	\$ _____
TOTAL – CONTRACT AMOUNT.....	\$ _____

OPTION "D2" – TWO (2) YEAR CONTRACT

April 1, 2018 through December 31, 2018 \$ _____

April 1, 2019 through December 31, 2019 \$ _____

TOTAL – CONTRACT AMOUNT..... \$ _____

OPTION "E1" – ONE (1) YEAR CONTRACT

April 1, 2018 through December 31, 2018 \$ _____

TOTAL – CONTRACT AMOUNT..... \$ _____

OPTION "E2" – TWO (2) YEAR CONTRACT

April 1, 2018 through December 31, 2018 \$ _____

April 1, 2019 through December 31, 2019 \$ _____

TOTAL – CONTRACT AMOUNT..... \$ _____

OPTION "F1" – ONE (1) YEAR CONTRACT

April 1, 2018 through December 31, 2018 \$ _____

TOTAL – CONTRACT AMOUNT..... \$ _____

OPTION "F2" – TWO (2) YEAR CONTRACT

April 1, 2018 through December 31, 2018 \$ _____

April 1, 2019 through December 31, 2019 \$ _____

TOTAL – CONTRACT AMOUNT..... \$ _____

OPTION "G" – ONE (1) YEAR CONTRACT

April 1, 2018 through December 31, 2018 \$ _____

TOTAL – CONTRACT AMOUNT..... \$ _____

OPTION "H" – TWO (2) YEAR CONTRACT

April 1, 2018 through December 31, 2018 \$ _____

April 1, 2019 through December 31, 2019 \$ _____

TOTAL – CONTRACT AMOUNT..... \$ _____

By _____
(Signature)

(Title)

Date: _____ / _____ / _____

APPENDIX “A”:

Location	Address	Option “D1 & D2”
Acker Park	Lehigh Avenue at the intersection of Woodland Avenue	YES
Lorraine Fire House	105 Sherman Avenue	YES
Central Fire House	601-605 Chestnut Street	YES
Faitoute Fire House First Aid House LaMonico / Perry Park	545 Laurel Avenue	YES
Gazebo Park	Intersection of Grant Avenue and Chestnut Street	YES
Library	404-414 Chestnut Street	YES
Casano Center	314 Chestnut Street	YES
Lot on Locust St. & W. Roselle Ave.	Intersection of Locust Street and West Roselle Avenue	YES
Aldene Playground Father Loreti Park	Intersection of West Webster and Failtoute Avenue both sides	YES
Reilly Park	Intersection of Valley Rd; W. Lincoln Ave. & Ashwood Ave.	YES
Jerome St. Lot	124 Jerome Street	YES
Valley Road Lot	137 Valley Road	YES
Girl Scout Park	Intersection of West Grant and West Clay Avenue	YES
Borough Hall Parking Lot	110 East Westfield Avenue	NO
All of Center Islands on Westfield Ave.	From Grove Street to Linden Road	YES
Public Works Yard	180 West Webster Avenue	YES
W. Webster Ave. & Locust St. Corner	Intersection of West Webster and Locust Street	YES

APPENDIX “B”:

Location	Address	Option “G&H”
Hawthorne Basin (2X per month)	Between Hawthorne St. Meadow St.	YES
Carpenter Basin (2X per month)	Between Carpenter St. (In Cranford, NJ) & Valley Rd.	YES
Walnut Basin (2X per month)	Along bike path Between Reindel Place & Walnut St.	YES
Bike Path	Gallopingshill Road to Chestnut St. North Side of R x R Tracks	YES
Entrance to Parking Lot	On Charles St.	YES
East Lincoln St. & Chestnut St.	Along R x R Tracks on North side of street	YES
West Webster Ave. & Locust St.	Along R x R Tracks on North side of street	YES
East Colfax Ave. & Walnut St.	Along R x R Tracks on North side of street	YES
Lehigh Ave.	Boro property along R x R Tracks	YES
117 Union Road	Gulley to storm water inlet at 117 Union Rd.	YES