

BID SPECIFICATIONS

**Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season**

**BID OPENING DATE: February 7, 2019
TIME: 1:00 P.M.**

**TOWNSHIP OF GREEN
SUSSEX COUNTY
NEW JERSEY**

**MAYOR
Daniel Conkling**

**TOWNSHIP COMMITTEE MEMBERS
James Chirip
Margaret (Peg) Phillips
Bader Qarmout
Virginia (Ginnie) Raffay**

**TOWNSHIP CLERK
Mark Zschack**

December, 2018

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TOWNSHIP OF GREEN

NOTICE TO BIDDERS

NOTICE is hereby given that separate sealed bids will be received by the Clerk of the Township of Green, Sussex County, New Jersey, at the Township of Green Municipal Building, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, on **February 7, 2019 at 1:00 p.m.** prevailing time, bids will be opened and publicly read at this time. Bids are sought for the following items:

**Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season**

Specifications and bid forms may be obtained by any interested bidder at the Township of Green Municipal Building, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, in the office of the Municipal Clerk, during normal business hours. Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside addressed to the Municipal Clerk, Township of Green Municipal Building, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879. The Township will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the NOTICE TO BIDDER.

The Township Mayor and Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders.

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, the law against discrimination (Affirmative Action).

Township Clerk
TOWNSHIP OF GREEN
Municipal Building
150 Kennedy Road
P.O. Box 65
Tranquility, New Jersey 07879

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BID FORM

TOWNSHIP OF GREEN

**Township of Green
150 Kennedy Road
P.O. Box 65
Tranquility, New Jersey 07879**

Bid of: _____

Address: _____

FOR THE FURNISHING AND DELIVERING OF:

**Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season**

We hereby certify that we are the only person or persons interested in this bid that is made without collusion with any person, firm or corporation making another bid for the same contract, that the bid is in all respects fair and that no officer of the members of the Township of Green, or any person in the employ of said members is directly or indirectly interested in this bid or in the supplies or work to which it relates, or in the profits of any portion thereof.

We further declare that we have carefully examined the information for Bidders, Specifications, and Contract form herein referred to and propose to furnish and deliver all necessary work specified and in the manner and time prescribed, and further understand that all work is to be furnished at the following price:

**Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season**

The Township of Green wishes to publicly bid for basic chemical field treatment; basic mechanical field treatment; basic clay infield management; and various field mowing and string trimming; each bidder to specify whether they are bidding Part A, B or C.

Depending on weather conditions, the Township reserves the right to adjust the number of mowing's for any Field. If the number of mowing's is adjusted by the Township, the price shall be adjusted proportionately.

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Part A

1) Mowing and string trimming of fields in Green Township:

Papa Park, Wesley Field; Pittenger Park; Fireman's Field, Green First Aid Squad, Green Municipal Building and Trinca Airport, as identified on the attached maps, to be mowed at least weekly April 15th through November 15th. If the fields are not mowed at least once during the Monday through Sunday week, the payment of the total would be reduced by the failure to mow for that week.

Part B

1) Basic Field Treatment – Chemical

Treatment of EverGreen and Wesley Park, Fields, as identified on the attached maps.

The Soccer Fields shall be treated four (4) times in 2019 to control broad leaf weeds, dandelions, crabgrass and surface and below surface insects such as chinks, bill bugs and grubs. The treatment plan shall also include fertilization of the Fields.

The Baseball and Softball Fields at EverGreen Park (including outfields) shall be treated two (2) times for control of broadleaf weeds, dandelions and crabgrass.

The Baseball Field at Wesley Park (including outfield) shall be treated two (2) times in 2019 for control of broadleaf weeds, dandelions and crabgrass.

The Contractor shall provide a Field Treatment Plan to the Township for the Township's review and approval by the Township's designated representative.

2) Basic Field Treatment – Mechanical

Aeration of EverGreen Park, as identified on the attached maps, with a pull-type slice or core aerator to help improve water and gas exchange in the top 4-inches of the soil profile. (2 times per year – early spring and mid-fall)

Aeration of Wesley Field with a pull-type slice or core aerator to help improve water and gas exchange in the top 4-inches of the soil profile. (1 time per year – early spring)

Over-seed playing fields at EverGreen and Wesley Park Fields with appropriate athletic field seed mix at a rate of 4 lbs. /1,000 sq. ft. with a tractor mounted disc seeder. (1 time per year – late summer)

3) Basic Infield (clay) Management

Scarifying and dragging of all infields (Wesley Field, Orr Field, Westra Field, and Raffay Field, as identified on the attached maps, for removal of all vegetative matter, including cutting all turf edges creating a clean edge where the infield clay meets the turf. The contractor shall also sweep all infields and remove any infield mix along the turf edge of each infield to minimize lip buildup. This service shall be performed once per month from May through October for a total of six (6) times.

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Part C

1) Mowing and string trimming of fields in Green Township:

Papa Park, Wesley Field; Pittenger Park; Fireman's Field, Green First Aid Squad, Green Municipal Building and Trinca Airport, as identified on the attached maps, to be mowed at least weekly April 15th through November 15th. If the fields are not mowed at least once during the Monday through Sunday week, the payment of the total would be reduced by the failure to mow for that week.

2) Basic Field Treatment – Chemical

Treatment of EverGreen and Wesley Park, Fields, as identified on the attached maps.

The Soccer Fields shall be treated four (4) times in 2019 to control broad leaf weeds, dandelions, crabgrass and surface and below surface insects such as chinks, bill bugs and grubs. The treatment plan shall also include fertilization of the Fields.

The Baseball and Softball Fields at EverGreen Park (including outfields) shall be treated two (2) times for control of broadleaf weeds, dandelions and crabgrass.

The Baseball Field at Wesley Park (including outfield) shall be treated two (2) times in 2019 for control of broadleaf weeds, dandelions and crabgrass.

The Contractor shall provide a Field Treatment Plan to the Township for the Township's review and approval by the Township's designated representative.

3) Basic Field Treatment – Mechanical

Aeration of EverGreen Park, as identified on the attached maps, with a pull-type slice or core aerator to help improve water and gas exchange in the top 4-inches of the soil profile. (2 times per year – early spring and mid-fall)

Aeration of Wesley Field with a pull-type slice or core aerator to help improve water and gas exchange in the top 4-inches of the soil profile. (1 time per year – early spring)

Over-seed playing fields at EverGreen and Wesley Park Fields with appropriate athletic field seed mix at a rate of 4 lbs. /1,000 sq. ft. with a tractor mounted disc seeder. (1 time per year – late summer)

4) Basic Infield (clay) Management

Scarifying and dragging of all infields (Wesley Field, Orr Field, Westra Field, and Raffay Field, as identified on the attached maps, for removal of all vegetative matter, including cutting all turf edges creating a clean edge where the infield clay meets the turf. The contractor shall also sweep all infields and remove any infield mix along the turf edge of each infield to minimize lip buildup. This service shall be performed once per month from May through October for a total of six (6) times.

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BIDDER'S BUSINESS REGISTRATION CERTIFICATE

Bidders and their subcontractors, if any, must comply with the provisions of P.L. 2004 c.57 (N.J.S.A. 52:32-44) and submit proof that the bidder is registered with the New Jersey Department of the Treasury, Division of Revenue by including a copy of the Business Registration Certificate issued to the bidder and any subcontractor by the Division of Revenue in the Bid Package returned to the Township.

The only acceptable proof is the "Business Registration Certificate" provided by the New Jersey Division of Revenue.

**BIDDER'S PUBLIC WORKS CONTRACTOR'S
REGISTRATION CERTIFICATE**

Bidders and their subcontractors, if any, must comply with the provisions of P.L. 2004 c.101 (N.J.S.A. 34:11-56.51) and submit proof that the bidder is registered with the New Jersey Department of Labor and Work Force Development by including a copy of the Public Works Contractor's Registration Certificate issued to the bidder and any subcontractor by the New Jersey Department of Labor and Work Force Development in the Bid Package returned to the Township.

The only acceptable proof is the "Public Works Contractor's Registration Certificate" provided by the New Jersey Department of Labor and Work Force Development.

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DISCLOSURE STATEMENT

The undersigned is: _____ An Individual
_____ A Partnership
_____ A Corporation
_____ A Limited Liability Company

Under the laws of the State of: _____

Having its principal office at: _____

By: _____
(Signature of Individual, Partner, Officer
or Member Signing the Proposal.)

Title: _____

(Affix Seal Here)
(Required if bidder is a Corporation)

If a Partnership or a Corporation, give the names of the partners, or all officers of the Corporation with the address of each, as appropriate. Additionally, if the organization is a Limited Liability Company, give the names of the members of the L.L.C. and their addresses:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

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NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

ss.:

COUNTY OF SUSSEX)

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

I am _____ of the firm of _____ the bidder making the Proposal for the
above named project, and that I executed the Proposal with full authority so to do; the bidder
has not, directly or indirectly, entered into any agreements, participated in any collusion, or
otherwise taken any action in restraint of free, competitive bidding in connection with the
above named project; and that all statements contained in the Proposal and in the affidavit
are true and correct, all made with full knowledge that the Township of Green relies upon the
truth of the statements contained in the Proposal and in the statements contained in this
affidavit in awarding the contract for the 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:

(Name of Contractor)

(Title)

Subscribed and sworn to
before me this _____ day
of _____, 2019.

(AFFIX SEAL HERE)

(Affidavit Signature)

(Also type or print name of affiant under signature)

Notary Public of _____

My Commission Expires on _____

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OWNERSHIP STATEMENT

In accordance with N.J.S.A. 52:25-24.2, every corporation, limited liability company and/or partnership submitting a bid, shall submit a statement setting forth the names and addresses of all stockholders in the corporation, members of the limited liability company or partners in the partnership, who own ten (10%) percent or more of its stock, of any class, or any member who owns a ten (10%) or greater interest in the limited liability company of all individual partners in the partnership who own a ten (10)% percent or greater interest therein, as the case may be.

If one or more stockholders, members or partners, is itself a corporation, limited liability company or partnership, the stockholders holding 10% or more of that corporations' stock, or members owns 10% or greater interest in the limited liability company or the individual partners owning ten percent 10% or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, member and individual partner exceeding the 10% ownership criteria established by this notice, shall have been listed. If no one owns more than ten (10%) percent, note by stating "None".

Name of Corporation, Limited Liability Company or Partnership: _____

Principal place of Business: _____

List of Stockholders, Members and/or Partner with 10% or more interest:

	<u>Name</u>	<u>Address</u>	<u>Percent Ownership</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

(Attach additional sheets if necessary.)

Signature: _____

Name: _____

Title: _____

Date: _____

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AFFIRMATIVE ACTION INSTRUCTIONS

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted

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county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO

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Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies

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- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

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The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by the Township prior to award. This form should be submitted with your bid.

Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

() YES () NO

- A. If yes, attach a copy of the approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.
- B. If no, and you become successful bidder, an Affirmative Action Employee Information Report will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE: _____

NAME: _____ TITLE: _____

BUSINESS NAME: _____

DATE: _____, 2019 TELEPHONE NO.: _____

NOTE: ATTACH COPY OF FORM HERE

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AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY}

COUNTY OF _____ } s.s.:

**MOWING OF VARIOUS MUNICIPAL PROPERTIES AND TREATMENT OF
EVERGREEN AND WESLEY PARK FIELDS FOR THE 2019 SEASON**

I, _____, of the Town/City of _____ in
the State 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
(title), 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 _____, 2019.

Notary Public of New Jersey.

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**CERTIFICATION OF BIDDER'S STATUS ON
THE STATE TREASURER'S LIST OF
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY

COUNTY OF _____

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

I am _____ of the firm of _____, the bidder
making the proposal for the above named project, that I executed the Proposal, this
affidavit and all other bidding documents with full authority to do so, and that the bidder is
not now at the time of submission of this bid included on the State of New Jersey
Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: _____ Date:
Deponent's Name

Deponent's Title

Subscribed and sworn to before me
on _____, 2019.

Notary Public of New Jersey

BID SPECIFICATIONS
Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project: _____ Bidder: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parent, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury's list of entities determine 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 the bidder 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: PLEASE 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 boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON

Name: _____ Relationship to

Bidder: _____

Description of
Activities: _____

Duration of Engagement: _____ Anticipated Cessation

Date: _____

Bidder Contact Name: _____ Contact Phone

Number: _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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 above-referenced person or entity. I acknowledge that the State of New Jersey 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 any contracts with the State to notify the State in writing of any changes to the answers of 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 agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

CONTRACT

Mowing of Various Municipal Properties and Treatment of EverGreen and Wesley Park Fields for the 2019 Season

This Contract made the latter of the two dates on the signature page;

BETWEEN TOWNSHIP OF GREEN, a municipal corporation of the State of New Jersey, with municipal offices located at Township of Green, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, ("**Township of Green**" or "**Township**")

AND

("Contractor")

WITNESSETH: That the Township of Green and the Contractor for the consideration specified below agree as follows:

Article I: Services to be Performed: Contractor covenants and agrees to perform the following work:

The successful bidder shall provide all of the services set forth on Exhibit "A" attached hereto in accordance with contractor's bid response documents.

All work to be performed in strict accordance with all the bid specifications established by the Township of Green and the bid proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor's bid submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract. The contract documents include, but are not limited to the following:

All Bid Specifications, Terms and Conditions contained in the bid package dated December 2019, including the documents completed by the contractor in response to the bid

Bid Form

Bidder's Business Registration Certificate

Bidder's Public Works Contractor's Registration Certificate

Disclosure Statement

Non-Collusion Affidavit

Affirmative Action Instructions

Affirmative Action Questionnaire and Affidavit

BID SPECIFICATIONS
Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season

Certification of Bidder's Status on The State Treasurer's List of Debarred, Suspended
and Disqualified Bidders
Iran Investments Disclosure

Article II: Contract Execution: Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded and signed by the Township of Green. Failure or neglect to execute this Contract within the period shall constitute a breach of the Contract. Contractor shall be responsible for all resulting damages including, but not limited to, those set forth in the bid specifications.

Article III: Completion Date and Late Completion: The Contractor shall perform all work on the date scheduled with the Township unless prohibited by weather conditions. In the event the Contractor fails to deliver within the time frame it shall be liable to the Township of Green for any and all damages incurred by the Township of Green.

Contractor recognizes time is of the essence in this Contract.

If the Contractor fails to perform any service when required, the Township, after providing notice to the Contractor, reserves the right to perform that service by itself or through a different contractor and charge the Contractor for the cost thereof.

Article IV: Payment: In the event that the Township uses all of the services as reflected in Contractor's Bid (Exhibit B), the Township of Green shall pay Contractor \$_____. However, in the event that the Township adjusts the number of mowings, the payment to the contractor shall be adjusted based on \$_____ per mowing for Trinca Airport and \$_____ per mowing for EverGreen Park.

The Township of Green agrees to pay the Contractor within thirty (30) days of the approval of the invoice in accordance with N.J.S.A. 2A:30A-1 et seq. the satisfactory completion of the work.

Payments to be made in accordance with the Township of Green's requirement for submission of invoices and vouchers and approval by authorized officials. Acceptance of the final payment by the Contractor shall be understood to be a release in full of all claims against the Township of Green for payment under this Contract.

Article V: Indemnification & Independent Contractor: The Contractor will make all payments of proper charges for the work required in accordance with the contract documents and will indemnify and save harmless the Township of Green, its officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which the Township of Green or any of its officers, servants, or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of its work or through the negligence of the Contractor or through any act or omission on the part of the Contractor, its agents or

BID SPECIFICATIONS
Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season

agent. This indemnification shall be construed as broadly as possible in favor of the Township of Green.

Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.

Article VI: Insurance: The Contractor must provide proof of insurance listing the Township of Green as an additional named insured for this contract. The Certificate of Insurance shall also provide that the Township of Green be provided with Notice of Cancellation. All of the Contractor's insurance coverage shall indemnify and save harmless the Township of Green and their agents from any and all liability of whatever nature arising from the work to be performed under the contract, including attorney's fees and costs in connection with the defense of such claims. The Certificate of Insurance furnished by the Contractor shall state specifically that the above indemnification is guaranteed by the policy. Such statement, if not included in the body of the policy, will be typed on the face or back of the certificate.

The Contractor's insurance coverage shall be not less than the following:

- (A) Worker's Compensation insurance in accordance with the standard of this State. The Contractor shall take out and maintain during the life of the contract adequate Worker's Compensation and Employer's Liability Insurance for all employees employed in connection with the work, and if any work is sublet, the Contractor shall require each sub-contractor similarly to provide worker's compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor's insurance.

Coverage A shall be New Jersey Statutory

Coverage B (Employer's Liability) shall be unlimited as per the New Jersey Worker's Compensation Law.

- (B) Commercial General Liability Insurance limits shall be a minimum of \$1,000,000.00 per occurrence.
- (C) Automobile Liability Insurance limits shall be a minimum of \$1,000,000.00 per occurrence. The Certificate of Insurance must indicate coverage at the above limits including, owned, hired vehicles and non-owned vehicles.

Article VII: Assignment or Subletting: Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval of the Township of Green.

BID SPECIFICATIONS
Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season

Article VIII: Affirmative Action Requirements: The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on

public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State. The contractor shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Article IX: Performance and Payment Bond: No Performance or Payment Bond is required. However, Contractor is responsible for all damages incurred by the Township of Green or any third party, if Contractor defaults or causes any damage.

Article X: Breach of Contract: Contractor's failure to perform under this Contract, including, but not limited to failing to sign the Contract within twenty-one (21) days after the award of the Contract, or failure to perform in conformity with this Contract or otherwise, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by the Township of Green. Contractor shall also be responsible for all reasonable attorney's fees and costs incurred by the Township of Green in enforcing the terms of this Contract.

Article XI: Buy American: The Township of Green specifically directs the Contractor's attention to N.J.S.A. 40A:13. This statute requires the Contractor to use components and parts manufactured in the United States; where available.

Article XII: Binding Nature of Agreement: This Contract shall be binding upon the Township of Green, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

Article XIII: Legal Compliance: During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances, state and federal rules, regulations, statutes and directives, including, but not limited to any and all rules, regulations and statutes referred in the bid specifications.

Article XIV: Disputes: The parties agree that in the event of a dispute, any legal action instituted in this matter shall be in the Superior Court of New Jersey, Sussex County. The Contractor agrees and does hereby submit itself to the jurisdiction of the Court. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

BID SPECIFICATIONS
Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season

IN WITNESS WHEREOF, the Township of Green has caused this instrument to be signed by Daniel Conkling, Mayor; Attested by Mark Zschack, Municipal Clerk; and an authorized officer of the Contractor has signed this contract and agrees to all its terms and conditions.

ATTEST:

TOWNSHIP OF GREEN

Mark Zschack, Municipal Clerk

By: _____
Daniel Conkling, Mayor

Dated: _____, 2019

ATTEST:

NAME OF CONTRACTOR

By: _____

Dated: _____, 2019

BID SPECIFICATIONS
Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season

EXHIBIT “A”
SPECIFICATIONS

GENERAL REQUIREMENTS

Depending on weather conditions, the Township reserves the right to adjust the number of mowing's for any Field. If the number of mowing's is adjusted by the Township, the price shall be adjusted proportionately.

Part A

1) Mowing and string trimming of fields in Green Township:

Papa Park, Wesley Field; Pittenger Park; Fireman's Field, Green First Aid Squad, Green Municipal Building and Trinca Airport, as identified on the attached maps, to be mowed at least weekly April 15th through November 15th. If the fields are not mowed at least once during the Monday through Sunday week, the payment of the total would be reduced by the failure to mow for that week.

Part B

1) Basic Field Treatment – Chemical

Treatment of EverGreen and Wesley Park, Fields, as identified on the attached maps.

The Soccer Fields shall be treated four (4) times in 2019 to control broad leaf weeds, dandelions, crabgrass and surface and below surface insects such as chinks, bill bugs and grubs. The treatment plan shall also include fertilization of the Fields.

The Baseball and Softball Fields at EverGreen Park (including outfields) shall be treated two (2) times for control of broadleaf weeds, dandelions and crabgrass.

The Baseball Field at Wesley Park (including outfield) shall be treated two (2) times in 2019 for control of broadleaf weeds, dandelions and crabgrass.

The Contractor shall provide a Field Treatment Plan to the Township for the Township's review and approval by the Township's designated representative.

2) Basic Field Treatment – Mechanical

Aeration of EverGreen Park, as identified on the attached maps, with a pull-type slice or core aerator to help improve water and gas exchange in the top 4-inches of the soil profile. (2 times per year – early spring and mid-fall)

Aeration of Wesley Field with a pull-type slice or core aerator to help improve water and gas exchange in the top 4-inches of the soil profile. (1 time per year – early spring)

Over-seed playing fields at EverGreen and Wesley Park Fields with appropriate athletic field seed mix at a rate of 4 lbs. /1,000 sq. ft. with a tractor mounted disc seeder. (1 time per year – late summer)

BID SPECIFICATIONS
Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season

3) Basic Infield (clay) Management

Scarifying and dragging of all infields (Wesley Field, Orr Field, Westra Field, and Raffay Field, as identified on the attached maps, for removal of all vegetative matter, including cutting all turf edges creating a clean edge where the infield clay meets the turf. The contractor shall also sweep all infields and remove any infield mix along the turf edge of each infield to minimize lip buildup. This service shall be performed once per month from May through October for a total of six (6) times.

Part C

1) Mowing and string trimming of fields in Green Township:

Papa Park, Wesley Field; Pittenger Park; Fireman's Field, Green First Aid Squad, Green Municipal Building and Trinca Airport, as identified on the attached maps, to be mowed at least weekly April 15th through November 15th. If the fields are not mowed at least once during the Monday through Sunday week, the payment of the total would be reduced by the failure to mow for that week.

2) Basic Field Treatment – Chemical

Treatment of EverGreen and Wesley Park, Fields, as identified on the attached maps.

The Soccer Fields shall be treated four (4) times in 2019 to control broad leaf weeds, dandelions, crabgrass and surface and below surface insects such as chinks, bill bugs and grubs. The treatment plan shall also include fertilization of the Fields.

The Baseball and Softball Fields at EverGreen Park (including outfields) shall be treated two (2) times for control of broadleaf weeds, dandelions and crabgrass.

The Baseball Field at Wesley Park (including outfield) shall be treated two (2) times in 2019 for control of broadleaf weeds, dandelions and crabgrass.

The Contractor shall provide a Field Treatment Plan to the Township for the Township's review and approval by the Township's designated representative.

3) Basic Field Treatment – Mechanical

Aeration of EverGreen Park, as identified on the attached maps, with a pull-type slice or core aerator to help improve water and gas exchange in the top 4-inches of the soil profile. (2 times per year – early spring and mid-fall)

Aeration of Wesley Field with a pull-type slice or core aerator to help improve water and gas exchange in the top 4-inches of the soil profile. (1 time per year – early spring)

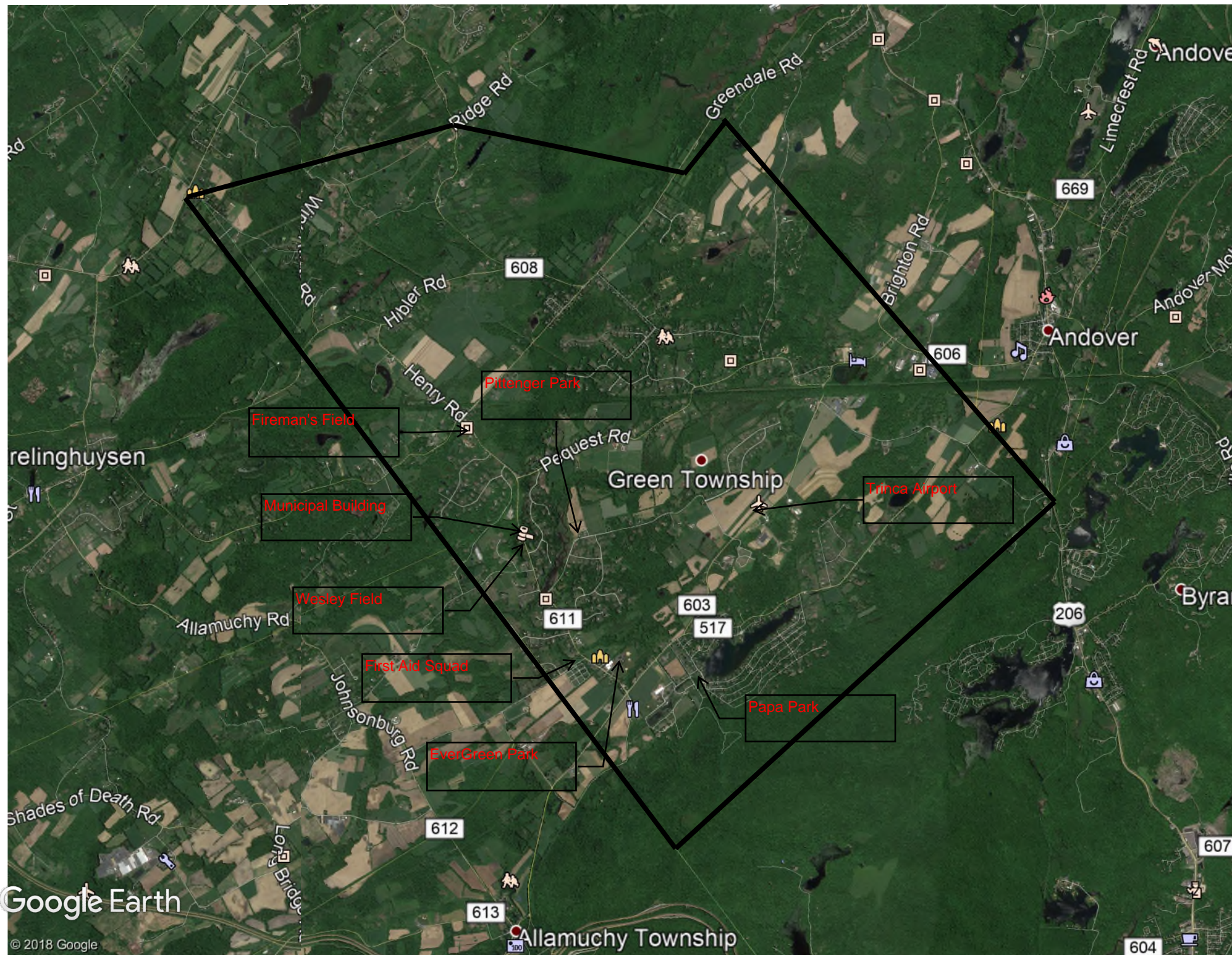
Over-seed playing fields at EverGreen and Wesley Park Fields with appropriate athletic field seed mix at a rate of 4 lbs. /1,000 sq. ft. with a tractor mounted disc seeder. (1 time per year – late summer)

BID SPECIFICATIONS
Mowing of Various Municipal Properties and
Treatment of EverGreen and Wesley Park Fields for the 2019 Season

4) Basic Infield (clay) Management

Scarifying and dragging of all infields (Wesley Field, Orr Field, Westra Field, and Raffay Field, as identified on the attached maps, for removal of all vegetative matter, including cutting all turf edges creating a clean edge where the infield clay meets the turf. The contractor shall also sweep all infields and remove any infield mix along the turf edge of each infield to minimize lip buildup. This service shall be performed once per month from May through October for a total of six (6) times.

EXHIBIT “B”
CONTRACTOR’S BID





Municipal Building-Wesley Field

