

**SPECIFICATIONS FOR
GRASS CUTTING AND LAWN MAINTENANCE**

**BOROUGH OF BERNARDSVILLE
SOMERSET COUNTY, NJ**

BIDS DUE: February 28, 2019 @ 2:00 P.M.

NAME OF BIDDER: _____

JANUARY 2019

GRASS CUTTING AND LAWN MAINTENANCE

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT PROPOSALS FOR:

GRASS CUTTING AND LAWN MAINTENANCE

will be received no later than February 28, 2019 at 2:00 P.M., prevailing time, at the Borough Clerk's Office, 166 Mine Brook Road (U.S. Route 202), Bernardsville New Jersey and publicly opened and read in the Council Room at the hour mentioned above.

Proposal forms, Instructions to Bidders, Specifications and other bidding documents may be obtained at the office of the Borough Clerk in the Municipal Building, 166 Mine Brook Road, Bernardsville, NJ.

Bids must be properly and completely executed on the proposal forms furnished with the contract documents. Each bid shall be delivered in a sealed envelope, clearly marked on the outside with the name of the item being bid and delivered to the Borough Clerk's office at the place designated on or before the hour mentioned above.

All bids must be accompanied by a non-collusion affidavit, a statement of ownership, an affirmative action questionnaire, a site inspection affidavit and a New Jersey Business Registration Certificate.

All 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 for affirmative action programs.

No proposal may be modified, withdrawn or canceled by the bidder for a period of sixty days subsequent to the opening of bids.

The Borough Council reserves the right to reject any and all bids and to make such awards as may be in the best interest of the Borough of Bernardsville. The Borough also reserves the right to waive any informality in any bid.

Please contact Douglas Walker on 908.766.3850 ext.144 should you have any questions.

Anthony Suriano
Borough Clerk

BOROUGH OF BERNARDSVILLE
INSTRUCTIONS TO BIDDERS

1. The bidder must be an individual, firm or partnership of recognized and established standing.
2. No bid will be allowed to be withdrawn for any reason whatsoever after it has been presented to the Borough.
3. All bids must be submitted on the proposal form furnished with the contract documents. All proposals shall be typewritten or penned. Any exceptions to the bid must be noted on the proposal page or attached thereto.
4. Bids must be enclosed in sealed envelopes, bearing on the outside the name and address of the bidder, and must be delivered at the time and place indicated on the Notice to Bidders.
5. Bids may be hand delivered or mailed. In the case of mailed bids, the Borough will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening. All bids received after the designated date and time will be returned unopened to the bidder.
6. All bids must be accompanied by an executed Non-Collusion Affidavit, a Statement of Ownership, an Affirmative Action Questionnaire and a Site Inspection Affidavit.
7. In addition to all bidders complying with the requirements of N.J.S.A.10:5-31 et seq. (P.L. 1975, Chapter 127), N.J.A.C. 17:27 for affirmative action programs (affirmative action requirements), the successful bidder must submit the following to the Borough:
 - a. An existing federally approved or sanctioned affirmative action program or
 - b. A certificate of Affirmative Action Employee Information Report Approval or
 - c. An Affirmative Action Employee Information Report (AA302) secured from the Purchasing Agent
8. The Borough of Bernardsville normally awards contracts or rejects all bids within an approximate 30-day time frame, but in no case more than 60 days. Exceptions to this schedule would be in accordance with N.J.S.A. 40A:11-24, which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their proposals held for consideration for such longer period as may be agreed." All prospective bidders are advised of this schedule since proposals must be firm when bid and must remain so for 60 days or longer if otherwise agreed to by the Borough and the bidder.
9. The Borough reserves the right to reject any and all proposals and to make such awards as may be in its best interest. The Borough also reserves the right to waive any informalities or irregularities in any proposals.
10. This contract, the instructions to bidders, bid forms and the specifications which together

form the contract documents are intended to fully cooperate with and complement each other. The contractor hereby represents that prior to the submission of his bid, he has read each and every clause and section of the contract documents and he has considered the same and all matters which can in any way affect performance under this agreement and made investigations relating thereto, and he agrees that he will not make any claim nor have any right to damages or extension of time for performance of this contract, or any other concession because of any misinterpretation or misunderstanding of this contract or the specifications or because of any lack of information.

11. Equal or Tie. The Borough reserves the right to award at their discretion to any of the tied bidders.

12. The successful bidder shall observe and comply with all Federal and State laws, rules and regulations, and local ordinances that affect those engaged or employed in the performance of the work described herein. Attention is directed to occupational health and safety regulations.

13. Note that it is now mandatory to submit a New Jersey Business Registration Certificate with all public bids. Failure to submit the certificate will result in rejection of the bid.

14. Payment will be made within 30 days of receipt of properly certified and tabulated invoice. Payments by the Borough are made on a monthly basis and will be done according to normal Borough payment procedures.

15. Contract award, if made, for Recreation Lawn Cuts/Cleanups shall be based upon the lowest responsible and responsive bid submitted for the Grand Total Item No. 1 - Recreation Lawn Cuts, Item No. 2 - Swim Pool Cleanup and Item No. 3 - Recreation Spring/Fall Cleanups as tabulated on the Bid Summary Sheet on page 17 and based on the estimate quantities indicated therein. A separate contract award, if made, for Borough Lawn Cuts/Cleanups shall be based upon the lowest responsible and responsive bid submitted for the Grand Total Item No. 4 - Borough Lawn Cuts, Total Item No. 5 - Library Spring/Fall Cleanups, Item No. 6 - Library Monthly Cleanups and Item No. 7 - Municipal Facility/Pond Spring/Fall Cleanups, Item No. 8 – Weed Whacking of Somerset St. stairs sloped area, and Item No. 9 –Mulching at Swim Pool and Library as tabulated on the Bid Summary Sheet on page 17 and based on the estimated quantities indicated therein. A single award shall be made for Items 1 - 3 combined for Recreation Lawn Cuts/Cleanups and a separate award shall be made for Items 4 – 9 combined for Borough Lawn Cuts/Cleanups.

16. Contractors are to take note that all lawn cuts under this contract are to take place on Monday and Thursday.

INSURANCE REQUIREMENTS

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State as will protect himself, his subcontractors and the Owner from claims in bodily injury, death or property damage which may arise from the operations under this contract. The contractor shall not commence work under this contract until he has obtained all insurance required under this section and until he has filed the Certificate of Insurance or a certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause that it shall not be canceled by the insurance company without ten (10) days written notice of the Owner of intention to cancel. An endorsement showing the Borough of Bernardsville to be an additional insured shall be included in all policies.

The amounts of such insurance shall not be less than the following:

1. Workers Compensation and - As required by the State
Employer's Liability
2. General Liability -
 - a. Bodily Injury \$ 1,000,000 per occurrence
 - b. Property Damage \$ 1,000,000 per occurrence
 - c. Bodily Injury and \$ 1,000,000 aggregate
Property Damage Combined
3. Automobile Liability -
 - Bodily Injury and Property \$ 1,000,000 per occurrence
Damage Combined \$ 1,000,000 aggregate
4. Excess Umbrella Liability - \$1,000,000

AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in

accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Procurement, Professional & Service Contracts: "All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract, one of the following to the Borough of Bernardsville:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval.

OR

2. A photo copy of their Certificate of Employee Information Report.

OR

3. A completed Affirmative Action Employee Information Report (AA302).

The Affirmative Action Affidavit for vendors having less than fifty employees is no longer acceptable.

The following questions must be answered by all prospective bidders:

1. Do you have a federally approves or sanctioned Affirmative Action Program?

Yes _____ No _____

(a) If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ No _____

(a) If yes, please submit a photostatic copy of such certificate.

Affirmative Action Certification

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of **N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27** and agrees to furnish the required documentation pursuant to the Law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of **N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

STATEMENT OF OWNERSHIP OF
CORPORATION OR PARTNERSHIP

In accordance with P.L. 1977 Chapter 33, the names and addresses of all stockholders in

who own ten percent or more of its stock of any class are:

Subscribed and sworn to before me
This _____ day of _____.

Signed: _____

(Authorized Representative)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF SOMERSET) SS:
BOROUGH OF BERNARDSVILLE)

I, _____ of the City _____ in the County of _____ and the State of New Jersey, 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 said Proposal with the full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, 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 said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Bernardsville relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit 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

(Name of Contractor) (N.J.S.A. 52:34-15)

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

(Type name of affiant
under signature.)

Notary Public of:

My commission expires _____, 20

SITE INSPECTION AFFIDAVIT

I, _____, on behalf of the bidder,

_____, do hereby declare that I or my

(Name of Bidder)

duly authorized representative, did adequately inspect the project site for the purpose of being fully informed as to the location and condition of the properties to be cared for under the bid for Grass Cutting and Lawn Maintenance. I inspected the project sites on the ____ day of _____, 2019, and I hereby acknowledge that I have satisfied myself with regard to the conditions of the site and the nature and extent of the work to be performed under this contract.

By _____

(Print or type name)

(Bidding firm)

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

Notary Public of:

My commission expires _____, 20__

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

In accordance with the New Jersey Business Registration Certificate Law P.L. 2004, c. 57, effective September 1, 2004, all business organizations that do business with the Borough are required to be registered with the State and must provide the Borough with a copy of a Business Registration Certificate. Failure to provide proof of registration shall be considered a fatal defect and will result in a mandatory rejection of the bid.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) Or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Obtaining a New Jersey Business Registration Certificate

Businesses must complete Form NJ-REG and submit it to the Division of Revenue. Businesses may

- 1) Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes”.
- 2) Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- 3) Call the Division at 609-292-1730 to have the form mailed to you.
- 4) Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Individuals may submit the attached Form NJ-REG-A (page 17) or may download it from the web at www.nj.gov/treasury/revenue/pdforms/regapdf_.

**BOROUGH OF BERNARDSVILLE
BID CHECKLIST**

	<u>REQUIRED</u>	<u>RECEIVED</u>
1. Bid Proposal Sheet	<u> X </u>	<u> </u>
2. Bid Bond (10% or \$20,000, whichever is less)	<u> </u>	<u> </u>
3. Consent of Surety	<u> </u>	<u> </u>
4. Statement of Ownership	<u> X </u>	<u> </u>
5. Non-Collusion Affidavit	<u> X </u>	<u> </u>
6. Site Inspection Affidavit	<u> X </u>	<u> </u>
7. Prevailing Wage Certification	<u> </u>	<u> </u>
8. Contractor's Qualification Statement	<u> X </u>	<u> </u>
9. Subcontractors List	<u> </u>	<u> </u>
10. Affirmative Action Cert.	<u> X </u>	<u> </u>
11. New Jersey Business Registration Certificate	<u> X </u>	<u> </u>
12. Bidder Acknowledges Intent to Comply With the Following:		
a. Insurance Requirements	<u> X </u>	<u> </u>

ALL ITEMS THAT ARE CHECKED MUST BE INCLUDED WITH YOUR BID PROPOSAL OR YOUR BID MAY BE REJECTED AS NONRESPONSIVE. CHECK ALL ITEMS THAT YOU HAVE INCLUDED IN YOUR BID.

PROPOSAL FOR GRASS CUTTING AND LAWN MAINTENANCE

The undersigned hereby declares that he has fully examined the specifications and other contract documents, and is familiar with all laws, ordinances and regulations governing the work and agrees that he will contract to do all of the work and furnish all of the equipment, labor, fuel, materials and all else necessary or required to provide grass cutting and lawn maintenance services for the following costs:

ITEM NO. 1 - RECREATION LAWN CUTS:

<u>Name - Location</u>	<u>Approx. Area</u>	<u>Price per Cut</u>
A. Rosebowl - Route 202	1.2 + acres	\$ _____
B. Claremont - Park Lane	0.7 + acres	\$ _____
C. Kiwanis - Pine Street	2.4 + acres	\$ _____
D. Polo Grounds - Seney Drive	10.4 + acres	\$ _____
E. Polo Grounds Soccer Fields	5.0 + acres	\$ _____
F. Skating Pond - Seney Drive	0.6 + acres	\$ _____
G. Thomas Peters Park - Pine Street	0.5 + acres	\$ _____
H. Swim Pool - Seney Drive * (Area Must be Completed by 8:00 AM)	0.7 + acres	\$ _____
TOTAL ITEMS 1.A - 1.H =		\$ _____

* All lawn clippings to be bagged and removed from property.

ITEM NO. 2 - SWIM POOL SPRING/FALL CLEANUP:

A. Swim Pool – Spring Cleanup			\$ _____
B. Swim Pool – Fall Cleanup (2 Cleanups)	2 x _____	=	\$ _____
	Unit Price		Total

TOTAL ITEMS 2A- 2B = \$ _____

ITEM NO. 3: RECREATION SPRING/FALL CLEANUP:

A.	Recreation Spring Cleanup				\$ _____
B.	Recreation Fall Cleanup (2 cleanups)	2 x _____	=		\$ _____
		Unit Price			Total

TOTAL ITEMS 3.A – 3.B = \$ _____

ITEM NO. 4 - BOROUGH LAWN CUTS:

<u>Name - Location</u>	<u>Approx. Area</u>	<u>Price per Cut</u>
A. Borough Hall/Pond/Sewer Plant Route 202	2.53 + acres	\$ _____
B. Train Station Parking Lot - Rte. 202	0.11 + acres	\$ _____
C. Post Office Parking Lot - Quimby Lane	0.04 + acres	\$ _____
D. Claremont Rd./Somerset Ave. Steps/ Claremont Field Parking Lot	0.12 + acres	\$ _____
E. Olcott Avenue / Childsworth Ave.	0.28 + acres	\$ _____
F. North Finley Avenue Sidewalk Area	0.09 + acres	\$ _____
G. No. Finley Avenue Detention Basin	0.41 + acres	\$ _____
H. Library - Anderson Road	0.53 + acres	\$ _____
I. Amerman Parking Lot - Mt. Airy Rd.	0.22 + acres	\$ _____
J. Seney Drive Sidewalks	0.06 + acres	\$ _____
K. Dayton Crescent/South St. Sidewalk	0.06 + acres	\$ _____
L. Dana Place/Columbia Dr. Cul-de-sacs	0.03 + acres	\$ _____
M. Pill Hill Pumping Station - Ann Street	0.20 + acres	\$ _____
N. Morrison Avenue Pumping Station	0.20 + acres	\$ _____
O. Heather Hill Pumping Station	0.20 + acres	\$ _____
P. Landfill Shed Area	0.05 + acres	\$ _____

Q. Belcher Property- Spring House Rd. 1.5 + acres \$ _____

TOTAL ITEMS 4.A - 4.Q. = \$ _____

ITEM NO. 5: LIBRARY SPRING/FALL CLEANUP:

A. Library Spring Cleanup \$ _____

B. Library Fall Cleanups (2 cleanups) 2 x $\frac{\text{Unit Price}}{\text{Total}}$ = \$ _____

TOTAL ITEMS 5.A - 5.B = \$ _____

ITEM NO. 6: LIBRARY MONTHLY CLEANUP: \$ _____

ITEM NO. 7: MUNICIPAL FACILITY/POND SPRING/FALL CLEANUP:

A. Municipal Spring Cleanup \$ _____

B. Municipal Fall Cleanups (2 Cleanups) 2x $\frac{\text{Unit Cost}}{\text{Unit Cost}}$ \$ _____

TOTAL ITEM 7.A - 7.B = \$ _____

ITEM NO. 8: WEED WACKING OF CLAREMONT RD. BRIDGE
AND SOMERSET ST. STAIRS SLOPED AREAS (TWICE MONTHLY)

Price per Cut

TOTAL ITEM 8 \$ _____

ITEM NO. 9: MULCHING AT SWIM POOL
AND LIBRARY

TOTAL ITEM 9 $\frac{\text{Unit Cost}}{\text{Unit Cost}}$ \$ _____

BID SUMMARY SHEET

RECREATION LAWN CUTS/CLEANUPS:

TOTAL ITEMS 1.A - 1.H = \$ _____ x 62* = \$ _____

TOTAL ITEM 2A- 2B = \$ _____

TOTAL ITEMS 3.A – 3.B = \$ _____

GRAND TOTAL RECREATION LAWN CUTS/CLEANUPS = \$ _____

BOROUGH LAWN CUTS/CLEANUPS:

TOTAL ITEMS 4.A - 4.Q. = \$ _____ x 31* = \$ _____

TOTAL ITEMS 5.A - 5.B = \$ _____

ITEM NO. 6 = \$ _____ x 7* = \$ _____

TOTAL ITEM 7.A - 7.B = \$ _____

ITEM NO. 8 = \$ _____ x 14* = \$ _____

ITEM NO. 9 = \$ _____ = \$ _____

GRAND TOTAL BOROUGH LAWN CUTS/CLEANUPS = \$ _____

*Estimated quantities for bid purposes only. Borough reserves the right to increase or decrease quantities as may be in its best interest.

Trade or Corporate Name

Authorized Representative

Signature

Phone Number

Contact Name

Cell Phone Number

CONTRACTOR'S QUALIFICATION STATEMENT
EXPERIENCE, EQUIPMENT, AND FINANCIAL QUALIFICATIONS

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business under your present business name? _____
2. What projects of similar nature has your organization completed? Indicate at least 5 references.

Company, and Phone Number	Contact Person	Type of Project	Amount of Contract	Date of Completion

3. Have you, your company, or any organization of which you have been a responsible officer or agent, ever failed to complete any work awarded to you? If so, where and why?

4. Have you, or your company ever defaulted on a contract?

5. Has your company ever been adjudged a bankrupt, or been subject to a receivership, or an order of reorganization?

6. Furnish below the names of banks and other financial references from whom can be determined the financial ability of the bidder to carry out this Contract.

Date _____ Name of Bidder _____

Address _____

Signed by (name and title)

SPECIFICATIONS

SCOPE OF WORK

Work under this contract includes bi-weekly (twice/week) and weekly grass cutting, weed trimming, edging as well as Spring/Fall cleanups at Recreation ballfields/facilities, Borough parks/facilities, the Bernardsville Swim Pool and the Bernardsville Library. Bidders shall be responsible for providing all equipment, labor, fuel, materials and all else necessary to provide grass cutting and lawn maintenance services required under this contract. Where indicated, contractor shall be responsible for disposal of collected cleanup materials and/or lawn clippings at his/her sole expense. All bidders must provide a contract cell phone number on the proposal page. Successful vendors must be able to respond promptly (within 2 hours) to cell phone inquiries by Borough representatives. Contractor will be required to "sign-in" at Bernardsville Police Department dispatch prior to commencing work.

Note: All lawn cuts are to take place in accordance with the schedule below.

ITEM #1: RECREATION LAWN CUTS/SWIM POOL

Under this Item, the bidder shall be responsible for all costs associated with bi-weekly (twice/week) grass cutting and weed trimming at the Bernardsville Recreation ballfields/facilities indicated on the proposal page and on Attachment A. Contractor shall perform all lawn cuts on the same day and shall perform the work on the same day of each week. When rain or other unforeseen circumstances prevent the contractor from performing grass cuts on the normally scheduled day, the contractor shall perform the cuts the next day that conditions allow the work to be performed. Contractor shall notify the Recreation Director any time that grass cuts will not be performed on the normally scheduled day.

Contractor shall cut all lawn areas at each facility to a height of two (2) inches unless otherwise directed by the Recreation Director or his/her duly authorized representative. Under normal growing circumstances it is anticipated that bi-weekly (twice/week) grass mowing (see schedule below) will result in the removal of no more than one-third of the grass at any one mowing. Contractor shall adjust mowing heights to limit cuts to one-third of the grass height when the growth rate of the grass is above normal or when weather or other unforeseen circumstances delay normal grass cutting.

Turf areas along sidewalks and curbs shall be edged as part of the weekly lawn maintenance.

Swim Pool Garden Areas and areas around the base of trees are to be mulched with 3" of triple ground cedar mulch May. Areas are to be hand weeded prior to the installation of mulch.

SCHEDULE

Weather permitting, bi-weekly (twice/week) grass cutting and weed trimming is anticipated to be required from March 25, 2019 through October 31, 2019. Cutting shall take place on Monday and Thursday, (approx. 62 cuts)

Note that at the Bernardsville Swim Pool, all lawn clippings are to be bagged and removed from the area inside of the fenced in pool area. Contractor shall be responsible for disposal of all grass clippings. Due to swim meets during the months of June and July, lawn cuts in the swim pool area must be performed before the pool is opened at 8:00 a.m.

Contractor shall also be responsible for weed trimming around all fixed objects (fences, trees, utility poles, guide rail, etc.) at each mowing. Note that the contractor shall be responsible for grass cutting or weed whacking underneath all portable bleachers at each mowing. Failure to maintain underneath the bleachers shall be deemed grounds for termination of this contract.

ITEM #2: SWIM POOL SPRING/FALL CLEANUP:

Under this Item, the bidder shall be responsible for all costs associated with performing a Spring and Fall cleanups at the Bernardsville Swim Pool. Cleanup is to be scheduled with the Recreation Director and is to take place between March 18- March 30, November 1-15 and November 27 and December 16, respectively.

Swim pool cleanups shall include the removal of all leaves, sticks, branches, garbage and other debris from the entire fenced in area at the Bernardsville Swim Pool. Cleanups shall also be conducted in the landscaped bed areas between the swim pool parking lot and the pool fencing and in the lawn areas between the skating pond/skating pond parking lot and the pool fencing.

Contractor shall be responsible for the disposal of all materials collected during the cleanups.

ITEM #3 : RECREATION SPRING/FALL CLEANUP:

Under this Item, the bidder shall be responsible for all costs associated with performing Spring and Fall cleanups at the Bernardsville Recreation ballfields/facilities (Items 1.A – 1.G). Cleanups are to be scheduled with the Recreation Director and are to take place between March 18 -March 30 and November 1 – 15, November 27 and December 16, respectively.

Recreation Spring and Fall cleanup shall include the removal of all leaves, sticks, branches, garbage and other debris from the entire Bernardsville Recreation ballfields/facilities including landscaped beds, lawn areas, sidewalk and parking lot areas. Sidewalk and parking lot areas are to be cleaned of all grit and debris with backpack type blowers.

Contractor shall be responsible for the disposal of all materials collected during the cleanup.

Questions regarding the locations or scope of the work under Items Nos. 1 - 3 should be directed to the Facilities Manager, Doug Walker, at (908) 766-3850, Ext. 144.

ITEM #4: BOROUGH LAWN CUTS

Under this Item, the bidder shall be responsible for all costs associated with weekly grass cutting, weed whacking/trimming and edging at Borough parks/facilities indicated on the proposal page and on Attachment B. Contractor shall perform all lawn cuts on the same day and shall perform the work on the same day of each week. When rain or other unforeseen circumstances prevent the contractor from performing grass cuts on the normally scheduled day, the contractor shall perform the cuts the next day that conditions allow the work to be performed. Contractor shall notify the Facilities Manager any time that grass cuts will not be performed on the normally scheduled day.

Contractor shall cut all lawn areas at each facility to a height of three (3) inches unless otherwise directed by the Facilities Manager or his duly authorized representative. Under normal growing circumstances it is anticipated that weekly grass mowing will result in the removal of no more than one-third of the grass at any one mowing. Contractor shall adjust mowing heights to limit cuts to one-third of the grass height when the growth rate of the grass is above normal or when weather or other unforeseen circumstances delay normal grass cutting.

Turf areas along sidewalks and curbs shall be edged as part of the weekly lawn maintenance.

Borough Hall and Library Garden areas and areas around the base of trees are to be hand weeded monthly March 25, 2019 through October 31, 2019. Library parking lot islands to be hand weeded monthly.

Library Garden areas and areas around the base of trees are to be mulched with 3" of triple ground cedar mulch May and August. Areas are to be hand weeded prior to the installation of mulch.

Questions regarding the properties should be directed to the Facilities Manager, Doug Walker at (908) 766-3850 Ext. 144

Garden areas located to the left and right of the Library's Main Entrance shall be maintained by the Bernardsville Garden Club and shall not be considered as part of this contract

Weather permitting, weekly grass cutting and weed trimming is anticipated to be required from March 25, 2019 through October 31, 2019.

Sidewalk, driveways, roadways and parking lot areas are to be cleaned of all grass trimmings and debris with backpack type blowers.

Contractor shall also be responsible for weed trimming around all fixed objects (fences, trees, utility poles, guide rail, etc.) and edging along curbs and sidewalks at each mowing.

Item 3G, No. Finley Avenue Detention Basin, the inside of the basin needs to be cut at

height of two (2) to three (3) inches and weed trimming as needed.

Item 3P, Landfill Shed Area, area within fence around sheds (about 20 feet by 120 feet). Area to be cut and trimmed weekly or otherwise directed by the Road Superintendent or his duly authorized representative.

ITEM #5: LIBRARY SPRING/FALL CLEANUP:

Under this Item, the bidder shall be responsible for all costs associated with performing Spring one (1) and two (2) Fall cleanups at the Bernardsville Library on Anderson Road. Cleanups are to be scheduled with the Assistant to the Public Works Manager and are to take place between April 1 – 15, November 1 -15 and November 27 and December 16 respectively. Fall clean-ups shall be performed at least two weeks apart.

Library cleanups shall include the removal of all leaves, sticks, branches, garbage and other debris from the entire Library property including landscaped beds, lawn areas, sidewalk and parking lot areas. Sidewalk and parking lot areas are to be cleaned of all grit and debris with backpack type blowers. **Library Spring Cleanup - Contractor to prune ornamental landscaping trees/shrubs of dead limbs during spring cleanup. A representative of the Borough will provide direction for pruning. *Garden areas located to the left and right of the Library's Main Entrance shall be maintained by the Bernardsville Garden Club and shall not be considered as part of this contract.***

The Spring Cleanup shall include removal of all bamboo and other vegetative debris on the part of the Library property to the north of the parking area near Church Street. The contractor shall be responsible for the disposal of all materials collected during the cleanup.

ITEM #6: LIBRARY MONTHLY CLEANUP:

Under this Item, the bidder shall be responsible for all costs associated with performing monthly cleanups at the Bernardsville Library on Anderson Road. Cleanups are to be scheduled with the Road Superintendent and are to take place during the first week of each month.

Library cleanup shall include the removal of all leaves, branches, litter, garbage and other debris from the entire Library property including landscaped beds, lawn areas, sidewalk and parking lot areas. Sidewalk and parking lot areas are to be cleaned of all grit and debris with backpack blowers.

Contractor shall be responsible for the disposal of all materials collected during the cleanup.

ITEM #7: BOROUGH MUNICIPAL FACILITY/POND SPRING/FALL CLEANUP:

Under this Item, the bidder shall be responsible for all costs associated with performing One (1) Spring and Two (2) Fall cleanups at the Bernardsville Municipal Facility/ Pond on Route 202. Cleanups are to be scheduled with the Road Superintendent and are to take place between April 1 - 15 and November 1 – 15 and November 27 and December 16, respectively. Fall clean-ups shall be performed at least two weeks apart.

Municipal Facility cleanup shall include the removal of all leaves, sticks, branches, garbage and other debris from the entire Municipal Facility/Pond property including landscaped beds, lawn areas, sidewalk and parking lot areas. Sidewalk and parking lot areas are to be cleaned of all grit and debris with backpack type blowers. Cleanup to include grounds surrounding the sewer treatment plant, but excluding those areas enclosed by fencing. Cleanup does not include the adjacent ballfield area.

Questions regarding the locations or scope of the work under Items 4-9 should be directed to the Facilities Manager, Doug Walker at (908) 766-3850, Ext. 144.

***Questions regarding the Library property should be directed to the Facilities Manager, Doug Walker at (908) 766-3850 Ext. 144**

Contractor shall be responsible for the disposal of all materials collected during the cleanup.

CONTRACT AWARD

Contract award, if made, for Recreation Lawn Cuts/Cleanups shall be based upon the lowest responsible and responsive bid submitted for the Grand Total Item No. 1 - Recreation Lawn Cuts, Item No. 2 - Swim Pool Cleanup and Item No. 3 - Recreation Spring/Fall Cleanups as tabulated on the Bid Summary Sheet on page 17 and based on the estimate quantities indicated therein. A separate contract award, if made, for Borough Lawn Cuts/Cleanups shall be based upon the lowest responsible and responsive bid submitted for the Grand Total Item No. 4 - Borough Lawn Cuts, Total Item No. 5 - Library Spring/Fall Cleanups, Item No. 6 - Library Monthly Cleanups and Item No. 7 - Municipal Facility/Pond Spring/Fall Cleanups, Item No. 8 – Weed Whacking of Somerset St. stairs sloped area, and Item No. 9 –Mulching at Borough Hall, Swim Pool and Library as tabulated on the Bid Summary Sheet on page 17 and based on the estimated quantities indicated therein. A single award shall be made for Items 1 - 3 combined for Recreation Lawn Cuts/Cleanups and a separate award shall be made for Items 4 – 9 combined for Borough Lawn Cuts/Cleanups.

PAYMENT: PAYMENTS ARE BASED UPON NUMBER OF CUTS AND PER CUT FEE

Payment shall be made based upon normal Borough payment procedures. Payments will be made on a monthly basis upon receipt of a duly executed purchase order and supporting invoice from the contractor. The Recreation Director and Streets and Roads Manager will verify completion of each work item prior to authorization for payment for same. Payments are normally made several days after the Borough Council meeting held on the fourth Monday of the month. **Reminder: All lawn cutting is to be performed in accordance with the schedule found on page 20.**

THIS AGREEMENT, made this day of March, 2019

BETWEEN BOROUGH OF BERNARDSVILLE IN THE COUNTY OF SOMERSET,

a municipal corporation of the State of New Jersey, party of the first part, hereinafter called the "Borough"

AND

party of the second part, hereinafter called the "Contractor"

WITNESSETH

That the Contractor, for and in consideration of the sums of money to be paid by the Borough to the Contractor as hereinafter mentioned, and in further consideration of the promises, covenants and agreements herein entered into between the parties hereto, does hereby covenant, promise and agree to and with the Borough as follows:

1. The Contractor shall perform all the labor and furnish all the materials, tools and implements and will well and faithfully perform and complete the entire work of

GRASS CUTTING AND LAWN MAINTENANCE

in strict and entire conformity and in accordance with the Notice to Bidders, Proposal, Conditions, Specifications and other documents relative thereto and hereto annexed and made a part hereof, which Notice to Bidders, Proposal, Conditions and Specifications, together with all documents annexed hereto are collectively called the "Contract Documents", and in consideration of the Contractor performing this contract in the manner herein stated and as stated in the Contract Documents, the Borough promises and agrees to pay or cause to be paid to the Contractor the sums of money mentioned in said Contract Documents in the manner and under the conditions therein provided.

2. The Contractor shall maintain adequate insurance to indemnify, hold and save harmless the said Borough, its officers, agents, servants and employees from and against all suits, damages, claims, demands and actions for any injury to any person or persons, including injury causing death, and for any injury, damage, and/or destruction of property sustained, or alleged to have been sustained, by any party or parties, corporation or corporations, in, about and in connection with the work or any part thereof, or by or on account of any act of commission or omission of said Contractor, his employees, servants, agents and/or by reason of, arising out of, in connection with this contract or the Contract Documents, or the failure or neglect to keep, observe or perform any of their terms, covenants, agreements, provisions or conditions, the aforesaid being in addition to any other right or remedy which the Borough may have against the Contractor in law or equity or otherwise.

3. The Contractor covenants and agrees that, anything in this contract or in the Contract Documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said Contract Documents provided; and the failure of the Borough to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the Contract Documents, on any one or more instances, shall not be construed as a waiver or relinquish for the future of any such terms, covenants, agreements, provisions and conditions, the same shall be and remain in full force and effect with power and authority on the part of the Borough to enforce the same without prejudice to any other rights which the Borough may have against the Contractor under this contract or the Contract Documents.

4. This contract shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, but it is expressly understood, covenanted and agreed that this contract shall not be assigned, sold, subcontracted, pledged, mortgaged or set over by the Contractor to any person, firm, corporation or association, except upon the express written consent of the Borough.

5. Should the work to be performed under this contract be suspended, interrupted or entirely prevented for any reason whatsoever as a result of any judicial determination, no claim for damages of any character shall arise in favor of the Contractor or against the Borough.

6. It is expressly understood and agreed, anything to the contrary notwithstanding, that the contracting unit may, upon thirty days written notice to the contractor, elect to terminate the within agreement and upon the date fixed in said notice the within agreement shall become null and void without any further rights or liabilities accruing thereto.

IN WITNESS THEREOF, the parties hereto have signed and sealed this contract or caused same to be executed by their proper corporate officers on the date indicated above.

Borough of Bernardsville
in the County of Somerset

Mayor

Attest:

Date

Clerk

Date

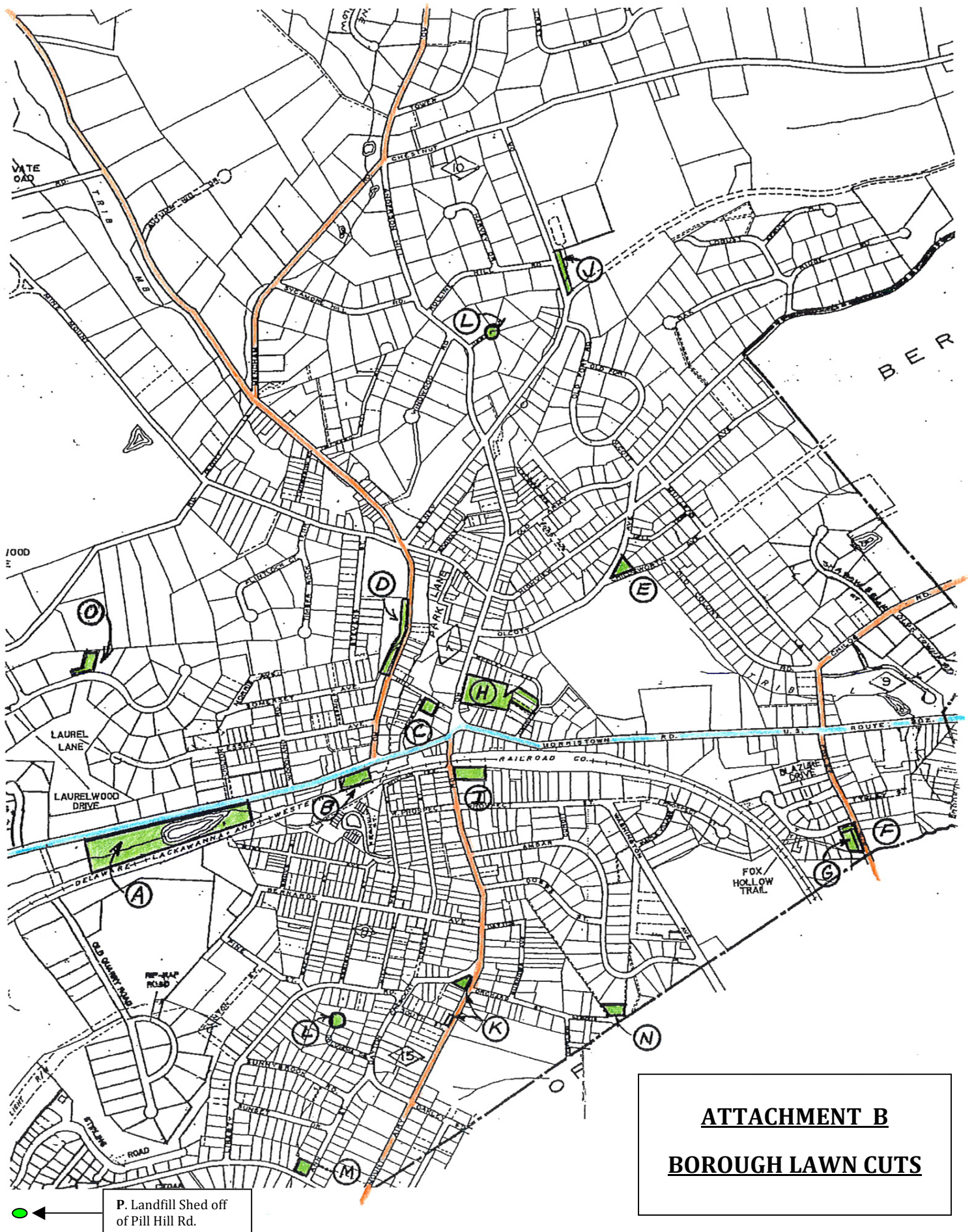
President

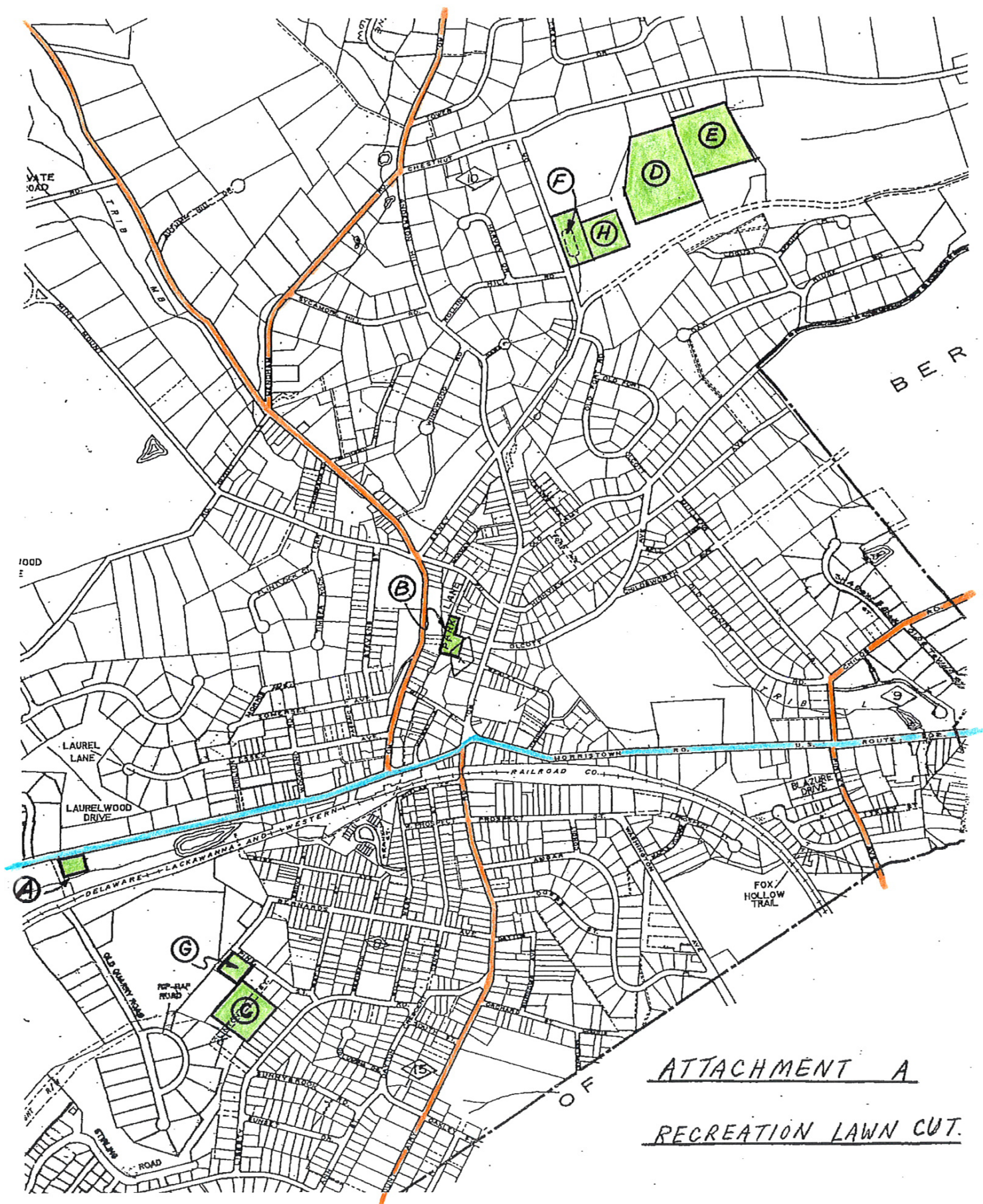
Attest:

Date

Witness

Date





ATTACHMENT A
RECREATION LAWN CUT.

