SPECIFICATION

FOR THE

PURCHASE OF

CUT AND LIEN PROGRAM

FOR THE

TOWNSHIP OF GLOUCESTER

DEPARTMENT HEAD

MAYOR

SOLICITOR

BUSINESS ADMINISTRATOR

BOSINESS ADMINISTRATION

BID OPENING DATE: 4/8/15

SPECIFICATION:

SPECIFICATION DATE:

APPROVAL SIGNATURE PAGE

TOWNSHIP OF GLOUCESTER CAMDEN COUNTY NEW JERSEY

GOODS AND SERVICES BID PACKET FOR CUT AND LIEN PROGRAM

Project Name:	<u>Lawn Services</u>
Bid Submittal Date/T	me:
Company/Vendor Suk	mitting

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the: Lawn Services (Cut & Lien Program)

BID SPECIFICATION NUMBER: ADM. 1

will be received no later than 11:30 am prevailing time on April 8, 2015 at the Municipal Building, Chews-Clementon Road, Chews Landing, New Jersey

PROPOSALS must be addressed to the Township Council, PO Box 8, Blackwood, New Jersey, 08012 and will be opened and read publicly at the above time and date, and should be in a sealed envelope marked:

LAWN SERVICES (CUT & LIEN PROGRAM)
DO NOT OPEN UNTIL: APRIL 8, 2015 @ 11:30 AM ADM. 1

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Township Clerk, 1261 Chews Landing Road, Laurel Springs, New Jersey, during normal business hours.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirements of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the office of the Township Clerk, Municipal Complex, Chews-Clementon Road, Laurel Springs, New Jersey.

Rosemary DiJosie Township Clerk

INSTRUCTIONS TO BIDDERS

- 1. In accordance with N.J.S.A 40A:11 et seq (Local Public Contracts Law) and N.J.A.C. 5:23-4.14 and all related rules, the Township of Gloucester is seeking bids Lawn Services.
- 2. The bid shall be submitted Bidder shall submit their bid in a sealed envelope which must be marked "Township of Gloucester" and specify the name of the project and shows the name and address of the Bidder. The bid can be either mailed or hand delivered to the Gloucester Township Municipal Building, 1261 Chews Landing Road, Clerk's Office, Laurel Springs, New Jersey, 08021 to the attention of TOWNSHIP CLERK. The Township assumes no responsibility for bids that are received in Clerk's Office after the advertised time and date for the bid opening.
- 3. Bidder shall complete and execute the Specification Bid Form, the Statement of Corporate Ownership, Federal Affirmative Action Form, Debarred List Affidavit, Non-Collusion Affidavit, Bid Security, Prevailing Wage Certification and requested information set forth and other information as identified in the project bid specifications. Together these documents shall constitute a Bid.
- 4. Bid Security is required in the amount of ten percent (10%) of the bid price, by a certified check, cashier's check or bid bond issued by a surety/bonding company licensed in the State of New Jersey. Bidder shall understand and accept that the Bid Security shall be forfeited if Bidder fails to enter into a Contract with Township after receiving a Notice of Intent. If a bond is submitted, the surety shall acknowledge, in the bond document that the total amount of the bond shall be subject to forfeiture if Bidder fails to enter into the Contract with Township after receiving a Notice of Intent. BID BOND AND SURETY BOND ARE BOTH WAIVED.
- 5. Bidder may modify or withdraw the Bid at any time prior to the Bid Opening by submitting written notification of withdrawal or modification to the TOWNSHIP CLERK.
- 6. Bidder must furnish a Certificate of Liability Insurance with at least one million dollars in coverage.
- 7. At any time prior to Bid Opening, Township may withdraw the Invitation to Bid and not accept Bids. Any Bid received prior to withdrawal of the Invitation to Bid will be returned unopened to the Bidder.
- 8. Township will open the Bids and read such Bids aloud publicly at the location, date and time set forth for Bid Opening in the Invitation to Bid.
- 9. The decision to award or reject bids, based on the provisions of this Bid Document and/or State law, shall be made by the Township Council of the Township of Gloucester in the form of a duly adopted resolution.
- 10. Township will be the sole party to determine whether or not Bids comply with the prescribed requirements set forth in the Bid Documents.
- 11. Township reserves the right to accept and/or reject any or all Bids or to waive any immaterial defect or informality in any bid.
- 12. Notwithstanding any terms to the contrary, Township reserves the right to reject any and/or all Bids if Township deems it in its best interest to do so, pursuant to law.

- 13. Township will reject Bids other than the three (3) apparent lowest responsive, responsible Bids and return the Bid Security for rejected Bids within ten (10) business days after the Bid Opening. The Township reserves the right <u>not</u> to carry out the provisions of this section if it is in the best interests of the Township.
- 14. Township may hold at least the three (3) apparent lowest responsive, responsible Bids for sixty (60) days after the Bid Opening. The Township reserves the right, with the approval of the Bidders, to extend said period between Bid Opening and issuance of Notice of Intent.
- 15. After the awarding and signing of the Contract and approval of the contractor's performance bond, Bid Security for the remaining unsuccessful Bidders will be returned within three days, Sundays and holidays excepted, if applicable.
- 16. If all Bids are rejected, Township will return Bid Security to Bidders within sixty (60) days after Bid Opening, unless such time is otherwise extended.
- 17. If a Bid is awarded by the Township Council, Township will issue a Notice of Intent to the lowest responsive, responsible Bidder within sixty (60) days after Bid Opening and will hold Bidder's Bid Security pending execution of the contract. The sixty (60) days may be waived by the Bidder upon request of the Township.
- 18. Township's Notice of Intent will state Township's intention to enter into the Contract with Bidder and Bidder shall execute the Contract within 45 days following receipt of Notice of Intent; otherwise, Township shall consider Bid to be abandoned and Bid Security forfeited to Township.

SPECIFICATIONS LAWN SERVICES

HISTORY:

The Township of Gloucester in the County of Camden is seeking bids from landscapers for lawn services to be awarded for foreclosed properties located within the municipality that require property maintenance. The Township of Gloucester has a population of approximately 70,000 and is comprised of an area that is 24 square miles. The lots that will need to be serviced are standard residential lots of 1/2 acre or less. Weed whacking is required but no edging necessary. Grass must be bagged and left at the curb for removal. A list of the properties is not available due to the fact that properties are placed on the foreclosure list at various times; therefore there is not a confirmed list at this time.

BID DOCUMENT SUBMISSION CHECKLIST (Must be Completed and submitted as part of Bid)

Failure to submit the following documents is mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2).

Please check in Bidder's Initial Column confirming that document is included with Bid. Bid Guaranty (N.J.S.A 40A:11-21) (NOT REQUIRED) Consent of Surety (N.J.S.A 40A:11-21) Stockholder's Disclosure Form Business Registration Certificate Bid Proposal Form Proof of Insurance with minimum coverage required (Certificate naming Gloucester Township as an additional insured must be submitted prior to contract execution.) Failure to submit the following documents is mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.1b). Federal Affirmative Action Form Non-Collusion Affidavit notarized Exceptions to Specifications (if any) The undersigned hereby acknowledges and has submitted the above listed requirements. Name of Bidder: By Authorized Representative: Signature: Print Name and Title: Date:

BID EQUIVALENCY AND/OR EXCEPTION FORM

Listed below are the detailed equivalents or exceptions as noted in the specifications column for the exceptions. Failure to list all equivalents and/or exceptions is cause for the bid to be rejected.

Exceptions: List exceptions to the specifications, if any.		

STATEMENT OF CORPORATE OWNERSHIP

In compliance	e with Chapter 33, laws of 1977 (N.J.S.A. 52:25-24.2), I c	ertify the following:
	Firm is a sole proprietorship	
,	No stockholder or partner or the corporation or partner more ownership.	nership holds ten percent (10%) on
	Below are the names and addresses of all persons or en more of the bidder or supplier on whose behalf this cer	
Name	Address	Percent Interest
	of the above entities is a corporation, then the following as owning ten percent (10%) or more of that corporation. Address	re the names and addresses of all Percent Interest
-		
I further certi change.	fy that I will notify the Owner of any changes to the abov	e list within ten (10) days of such
Signed this _	, 2015	
	(Insert Contractor's Name)	
By:	(A Partner or Corporate Officer)	
Title:		

EXHIBIT A

P.L. 1975. C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

Per N.J.A.C. 17:27-3.4(a):

- 1. During the performance of this contract, the contractor agrees as follows:
- i. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. 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, nation origin, ancestry, marital status, sex, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. 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 non-discrimination clause;
- ii. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality;
- iii. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- iv. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

Per N.J.A.C. 17:27-5.3(a):

- 1. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:25-5.2 promulgated by the Treasurer pursuant to P.L.1975,c.127, as amended and supplemented from time to time or in accordance
- (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 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 P.L. 1975, c. 127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. 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 female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

- (B) If the scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:
- 1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
- 2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
- 3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
- 4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if 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 until such time as the workforce is consistent with the employment goal;
- 5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;
- 6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or sub-contractor:
- i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or sub-contractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or sub-contractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however, are limited by the provisions of (C) below.
- ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- iii. If, for any reason, said contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance officer and to the Affirmative Action Office.

- 7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.
- The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the (C) contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or 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: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female 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 the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.
- (D) The contractor agrees to complete an Initial Project Manning Report on forms distributed by the Public agency awarding the contract or in the form prescribed by the Affirmative Action office and submit a copy of said form, at the time of award of the construction contract, to the Affirmative Action office as well as to the Public Agency Compliance officer and to submit a copy of the monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and off the job programs for outreach and training of minority and female trainees employed on the construction projects.
- (E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

Sign:	Date:	

FEDERAL AFFIRMATIVE ACTION PLAN

In accordance with the Affirmative Action Regulations adopted pursuant to P.L. 1975, Chapter 127, the Contractor shall identify whether the company has a valid Federal Affirmative Action Plan.

Does the company have a Federal Affi	rmative Action Plan approval?	
	YES	_NO
	Name of Corporation	
	Signature	
	Name & Title (type or print)	
Sworn and subscribed before me this	day of	, 2015.
Notary Public of the State of New Jer My commission expires:		

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY)
) ss.
COUNTY OF	
I, a in the County of a law on my oath depose and say that:	, of the of the State of New Jersey of full age, being duly sworn according to
Bid is not included on the State of Disqualified Bidders; and that all st correct, and made with the full known and the state of the st	an officer of the firm of the Bidder making the Proposal for the above named work, and full authority to do so; that said Bidder at the time of making this New Jersey, State Treasurer's List of Debarred, Suspended and ments contained in said Proposal and in this affidavit are true and edge that the Township of Gloucester, as Owner, relies upon the aid Proposal and in the statements contained in this affidavit in
Treasurer's List of Debarred, Suspe	should the name of the firm making this Bid appear on the State ed and Disqualified Bidders at anytime prior to, and during the life period, that Township of Gloucester shall be immediately notified davit.
suspensions and/or disqualification	e firm making the bid as Contractor is subject to disbarment, a contracting with the State of New Jersey, if the Contractor, any of the acts listed therein, and as determined according to
	(Insert Name and Address of Contractor)
	(Insert Name and Title of Affiant)
Sworn and subscribed before me th	day of, 2015.
Notary Public of the State of New J My commission expires:	ey

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)) ss.					
COUNTY OF) ss.					
PROJECT:						
I,	of	the		of	,	in the
County of	, in the State	of		, (of full age,	being
duly sworn according to	law upon	my oath	depose	and say	y that l	[am
(title)_	of	the firm of		tn	ne blader ii	laking
the Proposal for the above nan	ned project, and	that I execut	ed the Prop	posal with	h full autho	rity to
do so; that said bidder has not	, directly or indi	rectly, entere	ed into any	agreemen	nt, participa	ated in
any collusion, or otherwise	taken any acti-	on in restra	int of free	e, compe	titive bidd	ing in
connection with the above nar	ned project; and	that all state	ments cont	ained in	said Propos	sal and
in this affidavit are true and co	orrect, and made	with full kn	owledge th	nat the Sta	ate of New	Jersey
relies upon the truth of the sta	tements containe	ed in said Pro	posal and	in the stat	tements cor	ntained
in this affidavit in awarding th						
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 (N.J.S.A. 52:34-1 5).						
(Name of Bidder)						
			(S	ignature)		
			(Type or p	rint name	or affiant)	
Sworn and subscribed before me	e this	day of			_, 2015.	
STATE OF THE STATE						
Notary Public of the State of No	w Jersey					

INSURANCE

It shall be the responsibility of the contractor to maintain the following insurance coverage in the amount specified, for the length of the contract with a company that is admitted to do business in the State of New Jersey and is a participant of the New Jersey State guaranty fund.

A certificate of insurance must be provided to the Township prior to entering into a formal contract, reflecting all required coverage and including thirty (30) days notice of cancellation to the Township. Failure to do so will result in the contract not being awarded.

The following coverage's are required:

Worker's Compensation:

Statutory

Comprehensive Automobile Liability:

\$250,000 Each person

\$500,000 Each Occurrence \$100,000 Each Occurrence

Comprehensive General Liability:

\$1,000,000 Single Limit

PREVAILING WAGE ACT COMPLIANCE DECLARATION

The Contractor agrees to comply in all respects with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. Workers shall be paid not less than such prevailing wage. Current information regarding the Act and prevailing wages may be found at www.nj.gov/labor. In the event it is found that any worker employed by the Contractor or any Subcontract covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the works as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contact and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Also, the New Jersey Department of Labor, Division of Wage and Hour Compliance, makes official debarment status determinations with respect to public works contract eligibility. The Department of Labor's website, www.nj.gov/labor, contains the list of firms and individuals that have been debarred in accordance with the provisions of the New Jersey Prevailing Wage Act from engaging in or bidding on Public Works Contracts in New Jersey. If you have any questions concerning the current debarment status of any firm or individual with respect to the Prevailing Wage Act, contact the Division of Wage and Hour Compliance at (609) 292-2283.

Before final payment is made by or on behalf of the Township or any sum or sums due to the work, the Contractor or Subcontractor shall file with the Chief Finance Officer of the Township, written statements in the form satisfactory to the Commissioner of the New Jersey Department of Labor certifying to the amounts then due and owning from such contractor or subcontractor filing such statement to any and all workers for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of the New Jersey Department of Labor or his duly authorized deputy or representative.

The undersigned (individual) (partnership) (corporation) under the Laws of the State of having principal offices at	f
Signed:	
Print or Type Name of Signatory:	
Company Name:	
Address:	
Telephone Number:	

PROPOSAL FORM

The undersigned hereby declares that he/she has carefully examined the names; that the bid is submitted in compliance with P.L. 1975, C. 127 (N.J.A.C) 17:27) New Jersey's Affirmative Action Employment Law; that this bid is submitted without any previous understanding agreement or connection with any other person, firm or a corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud; that he/she will contract to carry out the contract in accordance with the specifications and on time; and that this bid is submitted with no member of the Council of the Township of Gloucester, nor any officer, employee or person whose salary is paid by the Township being directly or indirectly interested in this bid or in the supplies, materials, equipment, work or service to which this bid relates, or any portion of the profits thereof.

The bidder shall explain all exceptions to the specifications on a separate page and attach said exceptions to their bid proposal. The Township of Gloucester reserves the right to reject any or all bids. Bidder shall supply any appropriate literature on the product/service.

The undersigned, as bidder, declares that I have carefully examined the Notice to Bidders, Instructions to Bidders, General Specifications and the Form of Proposal and am familiar with the work to be bid and will supply the required product, goods and or services to the Township of Gloucester in accordance with this document.

BID PRICE:

Total amount each property for lawn se and back of unit not to exceed 1/2 acres	ervices including front \$
The undersigned is:an individua Corporation of	l a Partnership under the laws of the State a having principle offices at
Federal ID Number: Representative: Signature: Print Name and Title: Address:	
Telephone: Date:	SEAL