

**BOROUGH OF PROSPECT PARK
COUNTY OF PASSAIC
STATE OF NEW JERSEY**

**BID SPECIFICATIONS FOR
BOROUGH OF PROSPECT PARK
HOFSTRA PARK LANDSCAPING MAINTENANCE SERVICES**

BIDS RECEIVED: FRIDAY, MAY 20, 2022

**PREPARED BY:
INTASHAN CHOWDHURY, BOROUGH ADMINISTRATOR
106 BROWN AVENUE
PROSPECT PARK, NEW JERSEY 07508
chowdhuryi@prospectpark.net
(973) 790-7902**

TABLE OF CONTENTS

NOTICE TO BIDDERS

1. INSTRUCTIONS TO BIDDERS
 - 1.1 The Bid
 - 1.2 Interpretations and Addenda
 - 1.3 Site Inspection
 - 1.4 Bid Opening
 - 1.5 Documents to be Submitted

2. DEFINITIONS

3. BID SUBMISSION REQUIREMENTS
 - 3.1 Bid Proposal
 - 3.2 Exceptions to the Bid Specifications
 - 3.3 "Or Equal" Substitutions
 - 3.4 Compliance
 - 3.5 No Assignment of Bid
 - 3.6 Errors in Price Calculation

4. AWARD OF CONTRACT
 - 4.1 Generally
 - 4.2 Notice of Award and Execution of Contract
 - 4.3 Form of Contract
 - 4.4 Term of Contract

5. WORK SPECIFICATIONS
 - 5.1 Invoice and Payment Procedure
 - 5.2 Competence of Employees
 - 5.3 Supervision of Employees
 - 5.4 Insurance Requirements
 - 5.5 Certificates
 - 5.6 Indemnification

6. STATUTORY AND OTHER REQUIREMENTS
 - 6.1 Mandatory Affirmative Action Certification
 - 6.2 American with Disabilities Act of 1990
 - 6.3 Stockholder Disclosure
 - 6.4 Proof of Business Registration
 - 6.5 Non-Collusion Affidavit
 - 6.6 Disclosure of Investment Activities in Iran
 - 6.7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
 - 6.8 Records Maintenance
 - 6.9 New Jersey Pay to Play Requirements
 - 6.10 W-9

7. REQUIRED DOCUMENTS AND FORMS
 - Statement of bidder's qualifications, experience and financial ability.
 - Stockholder statement of ownership.
 - Non-collusion affidavit.
 - Disclosure of Investment Activities in Iran.
 - Bid Proposal.
 - Acknowledgment of receipt of addenda.
 - Bidder's Questionnaire

Business Registration Certificate
Political Contribution Disclosure Form
Affirmative Action Affidavit;
Completed W-9;
Mandatory Affirmative Action Certification (Exhibit B);
Americans with Disabilities Act of 1990 Certification (Exhibit C);
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Exhibit E)
Bidder's Return Documents Checklist

ATTACHMENTS:

Exhibit A	Work Specifications - Municipal Landscaping Maintenance Services
Exhibit B	Procurement and Service Contract - Mandatory Language
Exhibit C	Americans with Disability Act
Exhibit D	Form of Contract
Exhibit E	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the Borough of Prospect Park in the County of Passaic, New Jersey for the **2022 Hofstra Park Landscaping Maintenance Services**. The proposed contract will contain an option to renew the term of contract for two (2) additional one-year terms pursuant to N.J.S.A. 40A:11-15. Bids will be opened and read in public by the Borough Administrator, 106 Brown Avenue, Prospect Park, New Jersey, 07508 on **Friday, May 20, 2022 at 11:00 AM** prevailing time.

Proposals shall be delivered to the Borough Administrator, Borough Municipal Building, 106 Brown Avenue, Prospect Park, New Jersey 07508 by **11:00 AM prevailing time up to May 20, 2022**. Bids may be submitted in person, by mail or delivery service prior to that time. Any bid submitted by mail or delivery service is done so at the sole risk of the Bidder. No bids will be received by facsimile or electronic transmission. It is expressly understood that the Bidder is responsible for getting the bid proposals to the Borough Administrator prior to the time and date set for the bid opening. Any bid received after the bid submission time deadline will be returned unopened.

Bidding Documents for the proposed scope of services being sought are on file with the Borough Clerk, 106 Brown Avenue, Prospect Park, New Jersey 07508 and may be inspected or received by prospective bidders by way of appointment or requested via email at chowdhuryi@prospectpark.net. Bidders will be furnished with a copy of the Bid Document upon proper notice and request.

Bid Documents, must be enclosed in a sealed envelope bearing the name and address of the Bidder and the name of the work on the outside and labeled on the outside of the sealed envelope: "**2022 Hofstra Park Landscaping Maintenance Services**", addressed to the Borough Administrator, Intashan Chowdhury, 106 Brown Avenue, Prospect Park, New Jersey 07508.

No bid may be withdrawn for a period of sixty (60) days after the opening date. The Borough reserves its rights to reject any or all bids or to waive any informality and to accept the bid that, in its judgment, will best serve the interests of the Borough.

Bidders are required to comply with the current requirements of N.J.A.C. 17:27, N.J.A.C. 5:34-1 and N.J.S.A. 34:11-56.25 et. seq. (P.L. 1963, c. 150, Prevailing Wages)

Beauty Nadim, Municipal Clerk, 106 Brown Avenue, Prospect Park, New Jersey 07508

1. **INSTRUCTIONS TO BIDDERS**

1.1 **THE BID**

The Borough of Prospect Park is soliciting bid proposals for the provision of landscaping maintenance service for Hofstra Park in accordance with the terms of these Bid Specifications and the Local Public Contracts Law, *N.J.S.A. 40A:11-1, et seq.* Proposals shall be delivered to the Borough Administrator, Borough Municipal Building, 106 Brown Avenue, Prospect Park, New Jersey 07508 by 11:00 AM prevailing time on May 20, 2022. Bids may be submitted in person, by mail or delivery service prior to that time. Any bid submitted by mail or delivery service is done so at the sole risk of the Bidder. No bids will be received by facsimile or electronic transmission. It is expressly understood that the Bidder is responsible for getting the bid proposals to the Borough Administrator prior to the time and date set for the bid opening. Any bid received after the bid submission time deadline will be returned unopened.

1.2 **INTERPRETATIONS AND ADDENDA**

The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Borough. The bidder accepts the obligation to become familiar with these specifications.

Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to *N.J.S.A. 40A:11-13*. In the event the bidder fails to notify the Borough of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. In order to be given consideration, a written request must be made and directed to Intashan Chowdhury, Borough Administrator, 106 Brown Avenue, Prospect Park Borough, or email: chowdhuryi@prospectpark.net no later than 12:00 P.M., May 10, 2022, requests made thereafter may not be considered.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid. The Borough's interpretations or

corrections thereof shall be final.

When issuing addenda, the Borough shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to *N.J.S.A. 40A:11-23(c)(1)*.

1.3 SITE INSPECTION

It shall be the responsibility of the bidders to visit the sites and make a tour and inspection of the Facilities to submit a responsible bid for the services sought in the Work Specifications under the terms of this bid. A Site Inspection is strongly recommended. A site visit shall be arranged by contacting the Director of Public Works through the Borough Administrator at chowdhuryi@prospectpark.net. Bidders shall allow at least three (3) business days for scheduling a Site Inspection. No special consideration shall be given after bids are opened because of the bidder's failure to be knowledgeable of all conditions at the Park and Facilities. In the event that the Bidder fails to perform a Site Inspection, by submission of its bid it is waiving any rights or claims relating to Bidder's failure to inspect the site prior to the Bid.

1.4 BID OPENING

All bid proposals will be publicly opened and read by the Municipal Clerk at 106 Brown Avenue, Prospect Park, NJ. 07508 on **Friday, May 20, 2022 at 11:00 AM**. The bid opening will be open to the public and interested parties. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.5 DOCUMENTS TO BE SUBMITTED

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

1. Statement of bidder's qualifications, experience and financial ability;
2. Stockholder statement of ownership;
3. Non-collusion affidavit;
4. Disclosure of Investment Activities in Iran
5. Bid Proposal;
6. Acknowledgement of receipt of addenda;
7. Bidder's Questionnaire
8. Business Registration Certificate;

9. Political Disclosure Statement;
10. Affirmative Action Affidavit;
11. Completed W-9;
12. Mandatory Affirmative Action Certification (Exhibit B);
13. Americans with Disabilities Act of 1990 Certification (Exhibit C);
14. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Exhibit E);
15. Bidder's Return Documents Checklist

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document. Failure to submit any of the required documents may result in rejection of the bid.

2. **DEFINITIONS**

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Contract" means the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.

"Contract administrator" is the person authorized by the contracting unit to procure and administer contracts for 2022 Hofstra Park Landscaping Maintenance Services.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the lowest responsible responsive bidder to whom award of the contract shall be made.

"Governing body" means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of, a municipality as further defined at *N.J.S.A. 40A:11-2*.

"Holiday" means a regularly scheduled holiday on which the Borough is closed.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

A. Each document in the bid proposal must be properly completed in accordance with *N.J.S.A. 40A:11-1, et seq.* Any bid that contains the requested information on any form other than those provided in these bid specifications may be rejected.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Prospect Park in the advertisement for bids.

C. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:

- a. The authorization is made in writing by a person described in sections 1 and 2 above; and
- b. The authorization specifies either an individual or a position having responsibility for the

overall operation of the business.

D. The Borough Council shall award the contract to the bidder whose is the lowest responsible responsive bidder.

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and /or the Local Public Contracts Law, *N.J.S.A. 40A:11-1, et seq.*, may be rejected as non-responsive.

3.2 EXCEPTIONS TO THE BID SPECIFICATIONS

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

3.3 "OR EQUAL" SUBSTITUTIONS

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

3.4 COMPLIANCE

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

3.5 NO ASSIGNMENT OF BID

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

3.6 ERRORS IN PRICE CALCULATION

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

4. AWARD OF CONTRACT

4.1 GENERALLY

A. The Borough Council shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may,

at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough Council's decision.

B. A contract or contracts, if awarded, will be entered with the lowest responsive and responsible Bidder(s). Award of the contract shall be made in accordance with provisions of the Local Public Contracts Law, *N.J.S.A. 40A:11-1, et seq.* The Borough reserves its rights to select the bids or particular alternates, or combination of alternates, as may be in the best interest of the Borough. The Borough reserves the right to reject all bids pursuant to *N.J.S.A. 40A:11-1 et. seq.*, to waive any informalities in any bid or bids, and to accept such bid or bids and to make or to not make such awards as may be in the best interest of the Borough of Prospect Park, in accordance with the law.

C. The determination of the lowest responsive and responsible bid shall be made by adding the amount of the proposal for the work contained in the specification for the Spring Clean-Up Services, to the per occurrence rate proposed for the normal maintenance services multiplied by an estimate of thirty (30) occurrences throughout the course of one year plus the amount to the Fall Clean-Up and Winterization service plus the Foreman and Laborer hourly rates multiplied by an estimate of twenty (20) hours – ten (10) hours each throughout the course of one year. The following shall be the worksheet utilized in the determination of the lowest responsive responsible bidder.

Normal Maintenance Services \$ _____ per Occurrence x 30	=	\$ _____
Spring Clean-Up and Mulching:		\$ _____
Fall Clean-Up and Winterization:		\$ _____
Hourly Rate, Foreman Services \$ _____ per hour x 10	=	\$ _____
Hourly Rate, Laborer Services \$ _____ per hour x 10	=	\$ _____
 TOTAL BID AMOUNT		 \$ _____

The occurrences and hours utilized above are not guarantees, minimums or maximums of the occurrences to be utilized by the Borough and are merely estimates for evaluating the bid proposals received. The Successful contractor shall only be entitled to compensation for services rendered and/or the number of "occurrences"

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

The Borough of Prospect Park shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract and any further Required Documentation immediately upon award of the contract. It is anticipated that the services to be rendered will commence

immediately upon the award of contract. Failure to immediately deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Prospect Park to declare the contractor non-responsive and to award the contract to the next lowest responsible responsive bidder.

4.3 FORM OF CONTRACT

If applicable, a contract will be entered substantially similar to the attached Form of Agreement which shall incorporate all terms, conditions and requirements of the Bid Specifications. Proposed bidders shall review the contents of the proposed form of Contract. By submission of its proposal, Bidder accepts all terms and conditions contained in the proposed form of Agreement.

4.4 TERM OF CONTRACT

The contract term shall be a period of one year from the date of commencement and the Borough shall have the option to extend the term for an additional period of one year pursuant to *N.J.S.A. 40A:11-15*. The option to extend shall be within the sole discretion of the Borough.

5. WORK SPECIFICATIONS (see Exhibit A)

The Contractor shall provide services for this specification to be awarded by the Borough Council. The Contractor shall provide 2022 Hofstra Park Landscaping Maintenance Services as described below and in more detail in Exhibit A.

It is the contractor's responsibility for determining the quantities and materials necessary for required landscaping necessary based upon the bidder's inspection of the designated areas. The contractor shall furnish prices for each item in the bid schedule. In the event the Borough chooses to increase, decrease or adjust the scope of work, the prices quoted shall govern.

5.1 INVOICE AND PAYMENT PROCEDURE

A. The Contractor shall submit all invoices in accordance with the requirements of this section.

1. All invoices for work performed must include details and description of the work performed. Invoices that do not include description of work performed will not be processed until details are provided.

2. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Prospect Park for the preceding calendar month (the "Billing Month"). Council meetings are generally held on the 3rd Monday of the month at which time bill lists are approved.

3. Any work, material or equipment required outside of the Landscaping Specifications contained herein require prior written authorization from the Borough Administrator and the issuance of a Purchase Order prior to the work being performed.

B. The Borough of Prospect Park shall pay all invoices within forty-five (45) days of receipt as long as the Contractor has satisfactorily performed the services and submitted their invoices in the first seven days of the month. The Borough of Prospect Park will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Prospect Park shall have forty-five (45) days from the date of receipt of the corrected invoice to make payment.

5.2 COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent, the Borough of Prospect Park shall notify the contractor and specify how the employee is incompetent and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary.

5.3 SUPERVISION OF EMPLOYEES

The Contractor shall employ a Supervisor who shall have full authority to act for the Contractor. The Contractor shall notify the Borough Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Borough Administrator, in writing, of any changes.

5.4 INSURANCE REQUIREMENTS

At all times during performance of the Services, the contractor shall secure and maintain in effect insurance to protect the Borough and the contractor from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. The contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

A. Commercial Liability Insurance. Before this Contract is fully executed by the parties, the contractor shall provide the Borough with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Three Million Dollars (\$3,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said

policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A VII or higher in Best's Guide.

B. Workers Compensation Insurance coverage in the statutory amount of Five Hundred Thousand Dollars (\$500,000.00). Borough employees will not be covered under the contractor's workers compensation insurance.

C. The contractor shall furnish the Borough with satisfactory proof of coverage of the insurance required by submitting a certificate of insurance naming the Borough of Prospect Park as an additional insured interest.

5.5 CERTIFICATES

Upon notification by the Borough of Prospect Park, the lowest responsible responsive bidder shall supply to the Borough Administrator, upon signing, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.6 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough of Prospect Park from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Prospect Park on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

In case of default by the successful bidder, the Borough may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

If property damage is caused as a result of contractor's or their employees' negligence and Borough Property has to be repaired and/or replaced by the Borough, the expense for such work may be deducted from the monies due to the contractor.

6. STATUTORY AND OTHER REQUIREMENTS

6.1 MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of *N.J.S.A. 10:5-31* et seq. and *N.J.A.C. 17:27-1* et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit B of this bid specification and should be acknowledged and returned with the Bid Proposal Forms.

Each contractor shall submit to the Borough of Prospect Park, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or

sanctioned affirmative action program (good for one year from the date of the letter); or

- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- ii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27.

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with *N.J.A.C. 17:27-7*.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

Bidder shall complete and submit with its Bid Submission Exhibit B acknowledging the Mandatory Affirmative Action Language.

6.2 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Exhibit B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Borough harmless. **Bidder shall acknowledge their ADA requirements and return a completed Exhibit C with the Bid Proposal Forms.**

6.3 STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations

and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. **Failure to submit a stockholder disclosure document shall result in rejection of the bid.**

6.4 PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. *N.J.S.A. 52:32-44* imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- A. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- B. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- C. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

6.5 NON- COLLUSION AFFIDAVIT

The Bidder shall submit with its bid, a statement of non-collusion with verbiage similar to that on the "Sample Non-Collusion Affidavit."

6.6 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to *N.J.S.A. 52:32-5*, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not

identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Borough finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

6.7 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

Pursuant to P.L.2022, c.3, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid as Exhibit E.

6.8 RECORD MAINTENANCE

Pursuant to *N.J.A.C. 17:44-2.2*, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

6.9 NEW JERSEY PAY-TO-PLAY REQUIREMENTS

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to *N.J.S.A. 19:44A-20.27*, if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. Bidders shall provide a list of political contributions on the attached forms with their bid.

6.10 W-9

Proposed Bidders shall complete and execute a W-9 Form with its proposal. A copy of the W-9 Form is attached hereto and is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

7. REQUIRED DOCUMENTS AND FORMS

- A. Statement of bidder's qualifications, experience and financial ability.
- B. Stockholder statement of ownership.
- C. Non-collusion affidavit.
- D. Disclosure of Investment Activities in Iran.
- E. Bid Proposal.

- F. Acknowledgment of receipt of addenda.
- G. Bidder's Questionnaire
- H. Business Registration Certificate
- I. Political Contribution Disclosure Form
- J. Affirmative Action Affidavit;
- K. Completed W-9;
- L. Mandatory Affirmative Action Certification (Exhibit B);
- M. Americans with Disabilities Act of 1990 Certification (Exhibit C);
- N. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Exhibit E)
- O. Bidder's Return Documents Checklist

BIDDER'S RETURN DOCUMENT CHECKLIST

- _____ Statement of bidder's qualifications, experience and financial ability;
- _____ Stockholder statement of ownership;
- _____ Non-collusion affidavit;
- _____ Disclosure of Investment Activities in Iran
- _____ Bid Proposal;
- _____ Acknowledgement of receipt of addenda;
- _____ Bidder's Questionnaire
- _____ Business Registration Certificate;
- _____ Political Disclosure Statement;
- _____ Affirmative Action Affidavit;
- _____ Completed W-9;
- _____ Mandatory Affirmative Action Certification (Exhibit B);
- _____ Americans with Disabilities Act of 1990 Certification (Exhibit C);
- _____ Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Exhibit E);
- _____ Reviewed Form of Agreement (Exhibit D)
- _____ Reviewed Insurance Requirements (Section 5.4)

By placing a checkmark in the spaces above, I provided and acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

Name of Firm or Individual

Title

Signature

Date

STOCKHOLDER STATEMENT OF OWNERSHIP

(If bidder is a sole proprietorship check here () and do not complete this statement)

The UNDERSIGNED, as bidder, in accordance with P.L. 1977, Chapter 33, declares and submits this Statement of Ownership.

Bidder is a Corporation () Partnership () Joint Venture () L.L.C. ()

<u>Full Name of Individual (Stockholder)(Partner)</u>	<u>Address of Individual (Stockholder)(Partner)</u>	<u>Share(%) Owned</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Number of minority (less than 10%) owners not listed _____

TOTAL 100%

Notes:

1. Attach additional sheets in this format, if necessary.
2. If a corporation or partnership is shown as a greater than 10% owner, attach similar breakdown of ("its") individual owners.

Name of Firm or Individual Title

Signature Date

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

Notary Public of
My Commission expires _____, 20_____.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

BOROUGH OF PROSPECT PARK

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 parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.****

OR

- I am unable to certify as above because 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.

Disclosure of Investment Activities in Iran (cont'd)

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/Offeror: _____
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Bidder/Offeror Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and 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 information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
Do Not Enter PIN as a Signature

Title: _____ Date: _____

1. SPRING CLEAN-UP AND MULCHING

(Includes all tasks (labor, material and equipment) identified in the Work Specification for Landscaping under Spring Clean-up and Mulching and the Specific Details related thereto)

\$ _____

2. NORMAL MAINTENANCE (labor, material and equipment) identified in the Work Specification for Landscaping Maintenance Services and the specific details Per Occurrence Rate.

\$ _____ per occurrence x 30 = \$ _____

3. FALL CLEAN-UP AND WINTERIZATION

(Includes all tasks (labor, material and equipment) identified in the Work Specification for Landscaping under Fall Clean-up and Winterization and the Specific Detail related thereto)

\$ _____

4. ADDITIONAL LANDSCAPING SERVICES

Hourly Rate for Foreman, labor \$ _____ per hour x 10 = \$ _____
(Written in numbers)

Hourly Rate for Laborer, labor \$ _____ per hour x 10 = \$ _____
(Written in numbers)

TOTAL ESTIMATED ADDITIONAL LANDSCAPING SERVICES AMOUNT: \$ _____
(Foreman Hourly Unit Price x 10) + (Laborer Hourly Unit Price x 10)

TOTAL BID AMOUNT: (Spring Clean-up + Normal Maintenance Total + Fall Clean-Up and Winterization + the Total Estimated Additional Landscaping Services Amount)

\$ _____
(Written in numbers - \$XXXXX.XX)

\$ _____
(Written in words - ___ dollars)

The undersigned is duly authorized to submit the following bid which shall be binding upon the aforementioned Contractor under the laws of the State of New Jersey.

Signature of Authorized Agent

Type or Print Name

Date of Proposal

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

**Borough of Prospect Park
106 Brown Avenue
Prospect Park, New Jersey 07508**

**Hofstra Park Landscaping Maintenance Services
May 20, 2022**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda was received (initial here): _____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

8. If the equipment to be leased or purchased is not located at the address(s) given above in answer 7, identify where the equipment can be inspected.

9. List the name and address of three credit or bank references.

10. Attach pertinent literature specifications fully describing all manufacturer's equipment and materials, if any, you propose to furnish.

11. Additional remarks.

The information above is true and complete to the best of my knowledge and belief.

(Name of Organization)

(Signature)

(Title)

Subscribed and sworn to before me
This _____ day of _____, 20 ____.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20 ____.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfn/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Passaic

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County: Passaic

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

<p>USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.</p>

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF _____ }ss: HOFSTRA PARK LANDSCAPING MAINTENANCE SERVICES

I, _____, of the City of _____ in the State [Commonwealth] of
(NAME OF AFFIANT)
_____ Being of full age and duly sworn according to law, on my oath and say that:

I am employed by the firm of _____, the bidder submitting the Bid
(NAME OF BIDDER)
Proposal for the above named project, in the capacity of _____, and I have executed the
(TITLE OF AFFIANT)
Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law
1975, C. 127, and shall require all subcontractor to comply with the provisions of Public Law 1975, c. 127.

Name of Firm or Individual **Title**

Signature **Date**

Subscribed and sworn to before me this
_____ Day of _____, 20 ____.

Notary Public

My Commission expires _____, 20 ____.

EXHIBIT A

WORK SPECIFICATIONS

SPECIFICATIONS FOR LANDSCAPING SERVICES TO BE PROVIDED

1. General (Normal Maintenance) Landscaping Guidelines

- a. Beginning (entrance from Struyk Avenue Extension) to the end of the park
- b. Grass cutting must be done to the level of inch and a half twice a week from May to June and once a week June to October.
 - i. Manicure
- c. General cleanup and removal of leaves, branches, and twigs if seen once a week (as needed) – must have proper equipment. Essentially, if you see debris it must be taken care of.
- d. Weed whacking must be done in conjunction with grass cutting (see above).
- e. The park must maintain green and healthy spaces (grass) throughout the park with no dead spots. If an area is identified as dead or needs improvement, it must be taken care of (re-seeding / fertilizing).

2. Fall Cleanup / Winterization

- a. Beginning (entrance from Struyk Avenue Extension) to the end of the park
- b. Fertilizing main road, ball fields, play areas, restrooms, concession stand, tennis courts / basketball courts, bike path, spray park areas once a year in October to preserve dead spots.
- c. Removal of leaves, branches, and twigs once a year in October – must have proper equipment
- d. Spraying for weeds and poison ivy; needs license (must be done once every six months)

3. Spring Cleanup/Mulching

- a. Beginning (entrance from Struyk Avenue Extension) to the end of the park
- b. Re-seeding main road, ball fields, play areas, restrooms, concession stand, tennis courts / basketball courts, bike path, spray park areas once a year to increase green spaces throughout park.
- c. Removal of leaves, branches, and twigs once a year – must have proper equipment.
- d. Mulching must be done once a year in a time designated by the Borough
 - i. Areas: Restrooms, spray park, entrance of the park both sides (art mural wall and Hofstra Park sign)
 - ii. Other Areas: Concession Stand, Basketball Court (around big rock), and the roundabout in the back (around the tree in the circle).
- e. Tree Pruning/Trimming must be done once a year between May and June
- f. Maintain any and all bushes/shrubs must be done once a year in July.
- g. Spraying (throughout the park)– weeds, poison ivy: all appropriate and required licenses must be possessed) must be done once every six months.

4. Additional Landscaping Services

- a. In addition to the General (Normal) Maintenance, the entire cost of which is represented in the Normal Maintenance Bid Amount, the Borough may in its sole discretion require additional landscaping services outside the scope of these bid specifications. As such, Bidders are required to complete the hourly unit price of the required labor for such services. (e.g., installation, planting of flowers, trees or bushes). In such an event, the successful contractor's material or supplies shall not be subject to a mark-up of its actual costs for material or supplies to complete the additional services. Any additional landscaping work outside of the scope of these bid specifications will be paid at the rates contained in the

bid.

- b. Additional work shall only be performed following the receipt of a written work order from the Manager of Buildings and Grounds. The successful contractor shall not be entitled to any payment, whatsoever, for additional services and/or material/supplies that were not authorized in writing by the Borough Administrator. The Borough does not guarantee that any Additional Landscaping Services or work will be performed under the resulting contract; all work is subject to the availability of funding. Travel time will not be paid.

5. Areas Specific Details

a. Entrance

- i. Mulching by the art mural and along both sides by Hofstra Park sign – (see above for specifications to follow)
- ii. Clean up (removal of leaves, twigs, branches) especially around the entrance wall – (see above for specifications to follow)
- iii. Weeds/grass cutting by the wall to inch and a half (manicure) – see above for specifications to follow
- iv. Weed whacked – (see above for specifications to follow)

b. Main Road (Both Sides)

- i. Grass cutting (manicure) to specifications stated above
- ii. General clean up (removing leaves, twigs, and branches) – see above specifications to follow
- iii. Pruning tree limbs and trimming trees – (see above for specifications to follow)
- iv. Weed whacked (see above for specifications to follow)
- v. Re-seeding and fertilizing – (see above for specifications to follow)

c. Bike Path

- i. Grass cutting – manicuring (as stated above in specifications to follow)
- ii. General clean up (removing leaves, twigs, and branches) – see above for specifications to follow
- iii. Weed Whacked – see above for specifications to follow
- iv. Tree pruning/trimming – see above for specifications to follow
- v. Re-seeding and fertilizing – see above for specifications to follow

d. Spray Park

- i. Grass cutting (manicure) as stated above in specifications to follow
- ii. General clean up (removing leaves, twigs, dead trees and branches) – see above for specifications to follow
- iii. Mulch by fencing line and general walkway entrance of Spray Park – see above for specifications to follow
- iv. Maintain bushes / shrubs – see above for specifications to follow
- v. Weed whacked – see above for specifications to follow
- vi. Re-seeding and fertilizing – see above for specifications to follow

e. Tennis Court/Basketball Courts

- i. Grass cutting (manicure) – see above for specifications to follow
- ii. General clean up (removal of leaves, twigs, dead trees, branches, and other debris) – see above for specifications to follow
- iii. Maintain rainforest plant area and bushes – see above for specifications to follow
- iv. Weed whacking – see above for specifications to follow
- v. Re-seeding and fertilizing – see above for specifications to follow

- f. Restrooms
 - i. Grass cutting (manicure) – see above for specifications to follow
 - ii. Maintain bushes / shrubs – see above for specifications to follow
 - iii. Mulching – see above for specifications to follow
 - iv. Clean up around perimeter (removal of leaves, twigs, dead trees, branches, and other debris) – see above for specifications to follow
 - v. Weed Whacked – see above for specifications to follow
 - vi. Re-seeding and fertilizing – - see above for specifications to follow

- g. Memorial Site
 - i. DPW will maintain the memorial site and weed whack that area

- h. Concession Stand
 - i. Mulching around – see above for specifications to follow
 - ii. Shrubs maintenance – see above for specifications to follow
 - iii. General Clean up and removal (leaves, twigs, branches, etc.)
 - iv. Grass cutting (manicure) – see above for specifications to follow
 - v. Weed Whacked – see above for specifications to follow
 - vi. Re-seeding and fertilizing – see above for specifications to follow

- i. Pavilion/Children’s Playground
 - i. Mulching around the pavilion and area – see above for specifications to follow
 - ii. Grass cutting (manicure) all around the perimeter – see above for specifications to follow
 - iii. General clean up – see above for specifications to follow
 - iv. Weed Whacked – see above for specifications to follow
 - v. Re-seeding and fertilizing – see above for specifications to follow

- j. Roundabout in the back of the park
 - i. General clean up (removal of leaves, twigs, branches) – see above for specifications to follow
 - ii. The circle area must be weed whacked, grass cut like above (manicure), fertilized/seeded, and the tree inside must be mulched around – see above for specifications to follow
 - iii. Tree pruning and trimming -- see above for specifications to follow

- k. Fields 1 and 2
 - i. General clean up leaves, twigs, and branches – - see above for specifications to follow
 - ii. Grass cutting (manicure) – see above for specifications to follow
 - iii. Weed whacking around fence line, backstop, bleachers, etc. – see above for specifications to follow
 - iv. DPW will maintain the in-fields

TIME IS OF THE ESSENCE, ALL BIDDERS MUST BE CAPABLE OF COMMENCING SERVICES IMMEDIATELY (within two days) UPON THE AWARD OF CONTRACT BY THE BOROUGH

EXHIBIT B

Procurement and Service Contract – Mandatory Language

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.S.A. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital

status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Print Name _____

Signature _____

Title _____

Name of Company _____

Date _____

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

The contractor and the Borough of Prospect Park, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *SI21 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Print Name _____

Signature _____

Title _____

Name of Company _____ Date _____

EXHIBIT D
FORM OF CONTRACT

THIS AGREEMENT made, as of the latest date of execution by either of the parties, as noted with their respective signatures, BETWEEN the **BOROUGH OF PROSPECT PARK** _____ hereinafter called the **BOROUGH**, and _____ hereinafter called the **CONTRACTOR**.

WITNESSETH: that the BOROUGH and the CONTRACTOR, for the consideration hereinafter specified, agree as follows:

ARTICLE ONE: CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Advertisement, Bid Specifications, Addendum and/or Clarifications, attached hereto and incorporated herein as Exhibit A, the Company's Bid Proposal and all proposal submission documents, attached hereto and incorporated herein as Exhibit B, the Borough's Resolution of Award, attached hereto and incorporated herein as Exhibit C, and the Mandatory Equal Employment Opportunity Language annexed hereto as Exhibit D. The CONTRACTOR agrees to comply with and abide by all terms, conditions and requirements of the Contract Documents.

The CONTRACTOR hereby acknowledges that it has read the Contract Documents and has full knowledge of the manner of provision of the services to be provided and all the terms and conditions relating thereto as set forth in the Contract Documents.

In the event any provisions of this Agreement conflict in whole or in part with the Contract Documents, the provisions requiring the more extensive level of services from the CONTRACTOR to the Borough shall control.

ARTICLE TWO: SCOPE OF WORK: CONTRACTOR covenants and agrees to provide all necessary machinery, tools and equipment and to furnish and deliver all materials, and to do and perform in a good and workmanlike manner all the work and labor required to be furnished and delivered, done and performed in conformity with the Contract Documents 2022 Landscaping Maintenance Services, hereto annexed, which said Contract Documents and Contractor's Bid Proposal annexed thereto are hereby made a part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement.

ARTICLE THREE: TERM: The term of this Agreement shall commence on the first date of service to the BOROUGH and continue for a period of one (1) year unless terminated by the BOROUGH. The Borough shall have the option to extend the term of the contract for a one (1) year periods pursuant to *N.J.S.A. 40A:11-15*. The option to extend shall be within the sole discretion of the Borough. The Borough party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the CONTRACTOR. If the CONTRACTOR should breach a material obligation under this Agreement, the BOROUGH shall give the CONTRACTOR written notice of such breach. Material obligations, not requiring prior notice for termination, shall include, but not be limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance of CONTRACTOR's obligations under this Agreement; any breach of CONTRACTOR's representations and warranties; or termination or lapse of any insurance coverage or policy obligations.

ARTICLE FOUR: TIME OF DELIVERY AND PERFORMANCE: Said delivery or performance shall be in accordance with the provisions of the Contract Documents annexed hereto, and if no time is set forth therein, as directed by the BOROUGH.

ARTICLE FIVE: PAYMENT: BOROUGH agrees to pay CONTRACTOR for said work and materials, when completed or delivered, as the case may be, in accordance with the said Contract Documents and within the time stated, for the actual quantity of authorized work done under each item scheduled in the Proposal at the respective unit price bid therefore by the CONTRACTOR. Payments to be made in accordance with the BOROUGH'S usual requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the BOROUGH reserves the right to reduce or increase any or all of the quantity of each item at the unit price bid. Acceptance of the final payment by the CONTRACTOR shall be understood to be a release in full of all claims against the BOROUGH arising out of or by reason of the work done and the materials furnished under this Contract.

ARTICLE SIX: INDEMNIFICATION: The CONTRACTOR shall indemnify and hold harmless the BOROUGH, collectively and individually, and its officers and employees from and against any and all damages, losses, or claims, including, but not limited to, reasonable attorney's fees that arise as a result of (a) any negligent act, error, or omission in the performance of the services by the CONTRACTOR or anyone performing the services on behalf of the company and/or (b) any failure to perform or breach of this agreement or a breach of the implied covenant of good faith and fair dealing by the CONTRACTOR or anyone performing the services on behalf of the CONTRACTOR.

ARTICLE SEVEN: INDEPENDENT CONTRACTOR: The BOROUGH AND CONTRACTOR expressly acknowledge that the CONTRACTOR is an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its administrative services hereunder to the BOROUGH. This Agreement is not intended to, and shall not be construed to; create a joint venture, partnership, or employer/employee relationship as between the parties. Neither the CONTRACTOR nor its employees or agents shall look to the BOROUGH for wages, vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits; nor shall the BOROUGH, or their respective employees or agents look to CONTRACTOR for the same. Neither CONTRACTOR nor the BOROUGH shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement.

ARTICLE EIGHT: SEVERABILITY: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

ARTICLE NINE: INSURANCES: The CONTRACTOR agrees to maintain adequate insurance coverage for the services in this Agreement.

a) At all times during performance of the Services, the CONTRACTOR shall secure and maintain in effect insurance to protect the BOROUGH and the CONTRACTOR from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. The CONTRACTOR shall provide and maintain in force insurance in limits no less than that stated

below, as applicable.

b) Commercial Liability Insurance. Before this Contract is fully executed by the parties, the CONTRACTOR shall provide the BOROUGH with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Three Million Dollars (\$3,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A VII or higher in Best's Guide.

c) Workers Compensation Insurance coverage in the statutory amount of Five Hundred Thousand Dollars (\$500,000.00). BOROUGH employees will not be covered under the CONTRACTOR's workers compensation insurance.

d) The CONTRACTOR shall furnish the BOROUGH with satisfactory proof of coverage of the insurance required by submitting a certificate of insurance naming the Borough of Prospect Park as an additional insured interest.

ARTICLE TEN: ASSIGNMENT OR SUBLETTING: CONTRACTOR covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior approval in writing of the OWNER.

ARTICLE ELEVEN: DISCRIMINATION: It is agreed that the provisions contained in R.S. 10:2-1 et seq. prohibiting discrimination and providing for the imposition of penalties against the CONTRACTOR for such discrimination and the right of cancellation and incidental remedies in favor of the OWNER in the event of such discrimination shall become a part of this Contract as if fully set forth herein.

ARTICLE TWELVE: NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile or first class mail, certified with return receipt requested, or email. Notices to the BOROUGH shall be delivered to:

Borough Administrator
Borough of Prospect Park
106 Brown Avenue
Prospect Park, New Jersey 07508

Notices to the CONTRACTOR shall be delivered to:

Company:
Attention:
Email:

This Contract shall be binding upon the BOROUGH, its successors and assigns, and upon the CONTRACTOR, its successors and assigns or heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the BOROUGH has caused this instrument to be signed by _____ attested by _____ and the _____ seal to be hereunto affixed, and the CONTRACTOR hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed.

BOROUGH OF PROSPECT PARK

SIGNED BY _____

SIGNATURE _____ (S)

TITLE _____ DATE _____

ATTEST:

(SEAL)

CONTRACTOR

SIGNED BY _____

SIGNATURE _____ (S)

TITLE _____ DATE _____

ATTEST:

(SEAL)

EXHIBIT E



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE Borough of Prospect Park

CONTRACT / BID SOLICITATION No. 2022 Hofstra Park Landscaping Maintenance Services

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.