

DELANCO TOWNSHIP BURLINGTON COUNTY, NJ

SPECIFICATIONS & GENERAL REQUIREMENTS

BID SPECIFICATIONS

MAINTENANCE OF TOWNSHIP OWNED GROUNDS AT THE FIELD OF DREAMS SPORTS COMPLEX

For bids due Wednesday, January 17, 2024 at 11:00 a.m.

Approvals

Richard B. Schwab
Township Business Administrator

John Fenimore
Superintendent of Public Works



Scott D. Taylor, LLA, AICP, PP, LEED AP, Vice President
Taylor Design Group, Inc.
Planner/Landscape Architect

**DELANCO TOWNSHIP
INVITATION FOR BID PROPOSALS**

This invitation is issued to establish a contract to supply Delanco Township, NJ with a commodity or service in accordance with the accompanying specifications, for a one year period effective 2/15/24 with the option for the Township to extend the contract for up to two (2) additional years in one (1) year increments.

SPECIFICATIONS FOR: MAINTENANCE OF TOWNSHIP OWNED GROUNDS AT THE FIELD OF DREAMS SPORTS COMPLEX LOCATED AT 501-503 CREEK RD., DELANCO, NJ 08075 BL. 2100, LTS 12 & 12.01

NON-MANDATORY PRE-BID MEETING TIME & LOCATION: THURSDAY, January 4, 2024 @ 2:00 PM, EDT
FIELD OF DREAMS, 501-503 CREEK ROAD, DELANCO, NJ 08075
NOTE: Prior notification of planned attendance by potential bidder must be submitted to the Township contact listed below.

BID OPENING DATE, TIME & LOCATION: WEDNESDAY, JANUARY 17, 2024 @ 11:00 AM, EDT
DELANCO MUNICIPAL BUILDING
770 COOPERTOWN RD.
DELANCO, NJ 08075

SUBMIT BID PROPOSALS BEFORE OPENING TIME TO: TOWNSHIP CLERK'S OFFICE
DELANCO MUNICIPAL BUILDING
770 COOPERTOWN RD.
DELANCO, NJ 08075

NUMBER OF COPIES OF THE BID PROPOSAL BE SUBMITTED:	Four (4) <i>REQUIRED</i> , SEE SECTION 1.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR Township CONTRACTS
NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS:	<i>REQUIRED</i> , SEE SECTION 28.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR Township CONTRACTS
PUBLIC DISCLOSURE	<i>REQUIRED</i> , SEE SECTION 30.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR Township CONTRACTS
STATEMENT: NON-COLLUSION AFFIDAVIT:	<i>REQUIRED</i> , SEE SECTION 31.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR Township CONTRACTS
NAMES OF SUBCONTRACTORS LISTED:	<i>REQUIRED</i> , SEE SECTION 39.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR Township CONTRACTS
NJ PUBLIC WORKS CONTRACTORS REGISTRATION ACT CERTIFICATE:	<i>REQUESTED</i> , SEE SECTION 40.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR Township CONTRACTS
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC):	<i>REQUESTED</i> , SEE SECTION 41.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR Township CONTRACTS
PROHIBITED RUSSIA-BELARUS ACTIVITIES AND IRAN INVESTMENT ACTIVITIES CERTIFICATION:	<i>REQUIRED</i> , SEE SECTION 43.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR Township CONTRACTS

CONTACT PERSON: Richard Schwab
Township Administrator
TELEPHONE #: 856-461-0561 ext. 223
FAX #: 856-461-0685
E-MAIL ADDRESS: rschwab@delancoTownship.com

Instructions, forms and specifications may be obtained electronically via through the Delanco Township website <http://www.delancotownship.com/> or via an email request through Beverly Russell at brussell@delancotownship.com, or by United States Mail from the Delanco Township Clerk's Office, Municipal Building, 770 Coopertown Rd., Delanco, NJ 08075.

**DELANCO TOWNSHIP
BURLINGTON COUNTY
DELANCO, NJ**

**GENERAL INSTRUCTIONS & CONDITIONS
FOR TOWNSHIP CONTRACTS**

1.0 GENERAL INSTRUCTIONS, FORMS & SPECIFICATIONS

- 1.1 Instructions, forms and specifications may be obtained electronically via through the Delanco Township website <http://www.delancotownship.com/> or via an email request through Beverly Russell at brussell@delancotownship.com, or by United States Mail from the Delanco Township Clerk's Office, Municipal Building, 770 Coopertown Rd., Delanco, NJ 08075.
- 1.2 All bids are to be submitted on and in accordance with the Proposal Form approved for this proposal or on an exact replica as to wording and punctuation. Photocopies of this Proposal Form are available at the Office of the Township Clerk.
- 1.3 All bidders shall be required to submit **four (04) complete sets (one (01) original & three (03) exact photocopies) of the Proposal Forms, required forms and the complete bid proposal in a sealed envelope addressed to the Township Clerk, Municipal Building, 770 Coopertown Rd., Delanco, NJ 08075 and clearly marked with the name and address of the bidder and the number and title of the bid proposal.** Bid proposals should be submitted by mail – either certified mail or other carrier such as Federal Express, UPS, etc. or if hand delivered, then it should be delivered to a member of the Township Clerk's office.
- 1.4 **All bid proposals must be received** in the office of the Township Clerk, Municipal Building, 770 Coopertown Rd., Delanco, NJ 08075 on or before the time and date specified, i.e. **Wednesday, January 17, 2024 at 11:00 a.m.** Bid proposals received after the time listed will be returned to the bidder unopened.
- 1.5 No bid proposals shall be considered in which the proposal form, specifications, or any provisions have been modified, without the permission of the Township's Administrator.
- 1.6 **Each bid shall be accompanied by a notarized Non-Collusion Affidavit executed by the bidder or, in case the bidder is a corporation, by a duly authorized representative of said corporation.** Forms for this purpose are provided in your bid proposal.
- 1.7 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Township Administrator.
- 1.8 To better insure fair competition and to permit a determination of the lowest bidders, bid proposals may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, non-responsible bid proposals, or bids obviously unbalanced.
- 1.9 Any bidder or bidders finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or feel that the specifications are discriminatory, shall notify the Township Administrator in writing not less than three (03) business days prior to the opening of the bids. Exceptions, as taken, in no way obligate the Township to change the specifications. The Township's Administrator will notify all prospective bidders in writing, by addendum duly issued of any interpretations or changes made to specifications or instructions.
- 1.10 **A non-mandatory Pre-bid meeting is scheduled for Thursday January 4, 2024 at 2:00 p.m.** at the project site (Field of Dreams, 501-503 Creek Rd, Delanco, NJ 08075). The purpose of the meeting is to allow potential bidders to seek clarification from and/or ask questions of Township officials involved in

addendums to this bid package. **Any potential bidder interested in attending this meeting MUST advise the Township representative at rschwab@delancotownship.com or 856-461-0561 ext. 223, by Wednesday January 3 at 12:00 noon of their plan to attend. If no communication is received in advance, the meeting will be cancelled.**

2.0 PREPARATION OF THE BID PROPOSALS

- 2.1 All bidders are encouraged to examine any drawings, specifications, schedules and instructions included in the bid package. Failure to do so will be at the bidder's own risk.
- 2.2 **All bidders are required to utilize type or clearly written ink print when completing the proposal form. Unit and total price extensions shall be fully extended in terms of dollars and cents. Decimal points and commas shall be utilized when and where required. If and when applicable, a bidder chooses not to bid on specific items, they shall then be required to place the wording "NO BID" or "N/B" on the specified line on the bid proposal form.**
- 2.3 All bidders when applicable shall clearly complete the space provided at the top of each bid form with their name and current address.
- 2.4 No bidder shall be permitted to offer more than one (1) price on each item, even though they may feel that they may have two or more styles that will meet the specifications. Bidders shall be required to determine for themselves which item to offer. If any bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the Township's discretion.
- 2.5 In the case of error in the extension of prices on the bid proposal form (if requested), the unit price shall govern. Unit prices shown must be net.
- 2.6 **If erasures or other changes appear on the bid proposal forms, each erasure or change shall be initialed in ink by the individual signing the bid proposal form.**
- 2.7 The Invitation for Bid Proposal contract name, the vendor's name and a current address shall appear on any technical data or other information furnished by the vendor with the bid proposal.
- 2.8 Receipt of amendments/addendum by the bidders shall be acknowledged on the form that has been provided in the specifications. Addendum received prior to bid proposal submittal should be acknowledged in the appropriate space on the bid document. Addendum received after bid submittal should be acknowledged by letter, fax or e-mail.
- 2.9 Any documents intended to supplement or deviate from the express requirements of this Invitation for Bid may result in a rejection of that bid proposal. Bidder quotation forms duplicating the items listed on the enclosed bid can be confusing and are not requested.
- 2.10 Signed bid proposal sheets and all bid price sheets, which the bidder has offered pricing, shall be returned for the bid to be considered as complete.

3.0 MODIFICATIONS OR WITHDRAWAL OF THE BID PROPOSAL

- 3.1 A bid proposal that is the possession of the Township Clerk may be altered by letter, email or fax transmission bearing the signature or name of the person authorized for bidding provided it is received prior to the time and date of the scheduled bid proposal opening. Under no circumstances shall the correspondence reveal the bid price or any changes to those figures which have been proposed, but should only indicate the addition, subtraction or other change in the documents and/or required support materials.

- 3.2 A bid proposal that is in the possession of the Township Clerk may be withdrawn by the bidder in person or by written notarized request up until the time of the scheduled bid opening. Bids may not be withdrawn after the bid opening, unless formal approval has been granted by the Township Administrator.

4.0 TAX EXEMPT STATUS

- 4.1 Delanco Township is exempt from Manufacturers Federal Excise Tax and state sales tax.

5.0 AWARD

- 5.1 The Township hereby notifies all bidders that it will affirmatively insure, to the best of its ability that in any contract entered into pursuant to this advertisement, that minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation to Bids and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of an award. The bidder hereby agrees that should the bidder be awarded a contract by the Township that they will not discriminate against any person who performs work there under because of race, religion, color, sex, or national origin.
- 5.2 Unless otherwise indicated, the quantities listed in the specifications or on the proposal form are approximate only and are for the purpose of evaluating bids. The Township does not guarantee any definite quantities however the Township does intend to utilize the quantities that are required to meet its specific needs for that item(s) during the term of the contract. The quantities utilized by the Township are limited to the amount of monies budgeted and appropriated for the same under New Jersey State Statutes. Payment to the Contractor will be made only for the actual quantities of items furnished in accordance with the contract and it shall be understood that the estimated quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.
- 5.3 The Township intends to award this contract based on the total lump sum bid, to the lowest responsible bidder.
- 5.4 The Township reserves the right to reject any and/or all bids, to waive any informalities or technical defects in the bid proposals, unless otherwise specified by the Township to accept any item or groups of items in the bid, as may be in the best interest of the Township.
- 5.5 The Township intends to award the contract to the lowest responsive responsible bidder within sixty (60) days after receipt and opening of the bid proposals or within such time as may be stated elsewhere in the specifications.
- 5.6 Upon award by the governing body a contract will be issued by the Township to the successful bidder for appropriate signatures. Upon execution of the contract the Contractor shall forward all contracts back to the Clerk's Office for final approval and official signatures.
- 5.7 If there is a tie in the amount of the low bid, the Township reserves the right to award at its discretion to any one of the tie bidders or to utilize whichever method of determination that it sees applicable to the circumstances.

6.0 ASSIGNMENT OF THE CONTRACT

- 6.1 The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written approval of the Township.

7.0 RESERVATIONS

- 7.1 The Township reserves the right to reject any and/or all bid proposals or parts of the bid and to waive any informalities or technicalities in the bid proposals as may be in the best interest of the Township and that may be permitted by Law.
- 7.2 The Township may waive minor differences in specifications provided these differences do not violate the specifications intent nor materially affect the operation for which the item or items are being purchased, nor increase the estimated operating, maintenance and/or repair cost to the Township.

8.0 DEVIATIONS FROM THE SPECIFICATIONS

- 8.1 In addition to the above requirements, **all deviations from the specifications shall be noted in complete detail by the bidder in writing at the time of the submittal of the formal bid proposal.** The absence of a written list of specification deviations at the time of submittal of the bid proposal will hold the bidder strictly accountable to the Township for furnishing material(s), equipment or services in full accordance with the specifications as written, and failure to do so will be grounds for rejection upon delivery of any item(s) not full meeting specifications.

9.0 INSPECTION OF PRODUCTS & ITEMS DELIVERED

- 10.1 All materials, equipment, supplies and/or services delivered to or performed for Delanco Township shall be subject to final inspection and/or testing by the Township or by other testing laboratories that the Township may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the Township may reject all or any part of the materials, supplies or services to be provided under this contract. Variances in materials, supplies and/or services may be waived upon approval by the Township Administrator.

10.0 DOMESTIC PRODUCTS TO BE UTILIZED

- 11.1 Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18 in connection with this contract.

11.0 REQUIREMENT TO COMPLY WITH ALL APPLICABLE LAWS

- 11.1 The Contractor shall comply with all Federal, State, County and local laws, regulations, resolutions, and ordinances affecting the work prescribed herein; shall give the proper public authorities all requisite notice in connection with the work. The Contractor shall be solely responsible for any damages resulting from their neglect to obey all laws, regulations, rules, and ordinances and should they perform any work prescribed in the specifications or drawings, knowing it to be contrary to such laws, regulations, resolutions, rules and ordinances and without notifying the Township in writing and obtaining a notice to proceed.

12.0 NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)

- 12.1 The provisions of Chapter 127. Public Laws of 1975 are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of this statute. **Prospective bidders shall be required to answer the attached questionnaire and as applicable, complete the Affirmative Action Affidavit or comply with other requirements of the law.**

13.0 **PUBLIC DISCLOSURE STATEMENT (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)**

13.1 Whereas, 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 partners in the partnership who own a ten (10%) 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 corporation and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. **Failure to submit a Public Disclosure Document shall result in rejection of the bid proposal.**

14.0 **NON-COLLUSION AFFIDAVIT (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)**

14.1 **By the submission of this required affidavit,** the bidder certifies that the bid has been arrived at independently and submitted without collusion with any other bidder, and that the contents of the bid has been communicated by the bidder, nor to the best of their knowledge and belief, by any one of its agents, to any person not an employee or an agent of the bidder or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid proposal. **Failure to furnish this information with your bid proposal shall be cause for immediate rejection of the bid proposal.**

15.0 **NEW JERSEY WORKER & COMMUNITY RIGHT-TO-KNOW ACT**

15.1 The manufacturer or supplier of substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with PL 1983, Chapter 315, "Worker and Community Right-to-Know Act", subsection b, section 14 and N.J.S.A. 34:5A-et seq., "The New Jersey Worker and Community Right-to-Know Act", effective August 29, 1984. Further, **all applicable material Safety Data Sheets (MSDS), a/k/a hazardous substance fact sheet, shall be furnished to Delanco Township and on file with the Township Safety Officer.**

16.0 **INDEMNIFICATION REQUIREMENTS**

16.1 If a contract is awarded, the successful bidder shall be required to indemnify and hold Delanco Township harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to or death of, any person arising out of or attributable to the bidder's performance of the contract awarded.

16.2 Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the Township and the bidder shall be required to replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

17.0 **INSURANCE REQUIREMENTS & COVERAGE**

17.1 Unless otherwise required by special conditions of this invitation for bid proposals, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits of not less than those set forth below:

17.2 **Commercial General Liability Insurance**
General Liability limits of **\$1,000,000.00 dollars** each occurrence and **\$1,000,000.00 dollars** aggregate products and completed operations.

17.3 Comprehensive Automobile Liability Insurance

Automobile liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than **\$1,000,000.00 dollars** any one person and **\$1,000,000.00 dollars** any one accident for bodily injury and \$5,000,000 dollars each accident for property damage, shall be maintained in full force during the duration of the contract.

Note: On all liability insurance policies, Delanco Township shall be named as additional insured and insurance certificates furnished to the Township shall indicate such coverage.

17.4 Worker's Compensation & Employer's Liability Insurance

Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in the performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.S.C. 12:235-1.6.

17.5 Excess Umbrella Liability Insurance

In the amount not less than \$1,000,000.00 dollars, giving protection in excess of the Commercial General and Auto Liability Insurance.

Note: The successful bidder shall provide the Township with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the Township and be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew or material change in such coverage. **These certificates must be provided and on file with the Township Business Clerk's Office prior to the comment of work in connection with this contract.**

17.6 The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise. Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

18.0 OCCUPATIONAL SAFETY & HEALTH ACT

18.1 All materials, supplies and equipment furnished or services performed under the terms of the purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), as well as with other applicable Federal, State, County and local Codes.

19.0 AMERICANS WITH DISABILITIES ACT OF 1990

19.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read American with Disabilities language as indicated below and agree that the provisions of Title 11 of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the owner harmless.

19.1.1 The Contractor and Delanco Township, hereafter "owner") do hereby agree that the provisions of Title 11 of the American With Disabilities Act of 1990 (the "Act") (42 USC S121 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, as its own expense, appear, defend, and pay any and all changes for legal services and any and all cost 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. 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 representative.

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 obligations to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further 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 obligation 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 this Agreement or otherwise by law.

20.0 CONFLICT OF INTEREST POLICY

20.1 All bid awards are subject to N.J.S.A. 40:69A-163 and DELANCO Township's Resolution No. 193-2002 which states "no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed, for any person operating any interurban railway, street railway, gas works, waterworks, electric light or power plant, heating plant, telegraph line, telephone exchange or other public utility within the territorial limits of such municipality."

21.0 NAMES OF SUBCONTRACTORS LISTED (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL, IF & WHEN APPLICABLE)

21.1 All bid proposals are subject to N.J.S.A. 40A:11-16., which states that in each bid proposal "the name or names of all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting, and all kindred work, and electrical work, structural steel and ornamental iron work, each of which subcontractors shall be qualified in accordance with this act." In addition, any sub-contractor to be used in the proposal for any other type of work shall also be listed.

Note: When applicable by Law, failure to supply this required information with the bid proposal shall be grounds for rejection of the bid proposal.

22.0 **NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE
(REQUESTED BUT SHALL BE REQUIRED TO BE SUBMITTED PRIOR TO THE AWARD OF THE
CONTRACT)**

- 22.1 Whereas, N.J.S.A. 34:11-56.48 et seq. requires that a general or prime Contractor and any listed subcontractors named in the Contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After the bid proposals are received and prior to award of the contract, the successful Contractor shall be required to submit a copy of the Contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier subcontractors shall be registered prior to starting work on the project. It is the general Contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.
- 22.2 Under the law a "Contractor" is a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract". It applies to Contractors based in New Jersey or in another state.

23.0 **NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE
(REQUESTED BUT SHALL BE REQUIRED TO BE SUBMITTED PRIOR TO THE AWARD OF THE
CONTRACT)**

- 23.3 The law defines "Public Works Projects" as contracts for "Public Work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.26(5)). The terms mean the following:
- 23.3.1 "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of funds of a public body, except work that is performed under a rehabilitation program.
- 23.3.2 "Public Work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- 23.3.3 "Maintenance Work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" including painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.
- 23.4 To register, a Contractor shall be required to provide the N.J. State Department of Labor with a full and accurately completed application form. The required forms are available online @ www.state.nj.us/labor/lsse/lspubcon.html.
- 23.5 Whereas, N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

24.0 **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) (REQUESTED BUT SHALL BE
REQUIRED TO BE SUBMITTED PRIOR TO THE AWARD OF THE CONTRACT)**

- 24.1 Whereas, N.J.S.A. 52:25-24.2 requires that each bidder (Contractor) and subcontractor so named in the bid proposal shall be required to submit proof of a New Jersey Business Registration Certificate (BRC) **prior to the award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC).** A BRC can be obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available through the internet website @ www.nj.gov/njbgs or by telephone @ (609) 292-1730. Whereas, N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all subcontractors that knowingly provide goods and services for a Contractor fulfilling this contract:
- 24.1.1 The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor.

24.1.2 Prior to receipt of the final payment from a contracting agency, a Contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were utilized.

24.1.2.1 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 of the New Jersey Division of Taxation, the use tax due pursuant to the Sales Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

24.2 A Contractor, subcontractor or supplier of a service who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of the violation, not to exceed \$50,000.00 for each business registration not properly provided and/or maintained under a contract with a contracting agency. Information on the law and the requirements is available by calling (609) 292-1730.

25.0 NEW JERSEY "PAY-TO-PLAY" LAW (N.J.S.A. 19.44-A-20 et seq.)

25.1 Pursuant to the recent Senate Bill (S-2) that has been signed into law in the State of New Jersey concerning "Pay-to-Play" issues, all Contractors are being placed on notice of the following:

25.2 The bill prohibits a county or municipality from entering into a contract having an anticipated value in excess of \$25,000.00 with a business entity, except a contract that is awarded pursuant to a fair and open process, if that business entity has made a reportable contribution, in the case of a county to any county committee of a political party in that county, if a member of that political party is serving in an elective public office of that county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that county when that contract is awarded. In the case of a municipality, to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when that contract is awarded. A business entity that enters into such a contract with a county or municipality would be prohibited from making a contribution to any of these committees during the term of the contract.

26.0 PROHIBITED RUSSIA-BELARUS & IRAN INVESTMENT ACTIVITIES CERTIFICATION (REQUIRED FORMS TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)

26.1 Whereas, P.L. 2022, c.3 prohibits award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P. L. 2012, c. 25, prohibits award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran. Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Department of Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c.3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012 ("Chapter 25 list"). Bidders are required to review the list prior to completing the certifications. **Failure to complete the certifications will render a bidder's proposal nonresponsive by the Township.** If the Director finds a person or entity to be in violation of law, that 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 party.

**Delanco Township
Burlington County
Delanco, NJ**

STOCKHOLDER DISCLOSURE STATEMENT

Name of Business: _____

• I certify that the list below contains the names and home addresses of all stockholders holding ten (10%) percent or more of the issued and outstanding stock of the undersigned.

OR

• I certify that no one stockholder owns ten (10%) percent or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign & notarize the form below and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

**Delanco Township
Burlington County
Delanco, NJ**

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____ of the City of _____
(Name of the Individual Completing the Affidavit)

_____ in the County of _____

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

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

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

Signature of Contractor _____

Subscribed and Sworn to _____

before me this _____ day

of _____,

(Also type or print name of affiant under signature)

Notary Public of _____

My Commission Expires: ____ / ____ / ____

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**Delanco Township
Burlington County
Delanco, NJ**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31et seq. & N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES & GENERAL SERVICE CONTRACTS

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

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

The Contractor or Subcontractor, where applicable will, in all solicitations of 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, material status, sex, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

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

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

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**Delanco Township
Burlington County
Delanco, NJ**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31et seq. & N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES & GENERAL SERVICE CONTRACTS (CONTINUED)

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

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one (01) of the following three (03) documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of employee Information Report
- Employee Information Report Form AA-302

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

Submitted by: _____
(Name of the Firm)

Name: _____
(Please Print or Type)

Signature: _____

Title: _____

Dated: ____ / ____ / ____

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH BID PROPOSAL PACKAGE
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE TO BIDDERS
N.J.S.A. 10:5-31 & N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE & GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the Vendor/Contractor. Specifically, each Vendor/Contractor shall submit to the Township, prior to execution of the contract, one (01) of the following documents:

Goods & General Service Vendors

1. Letter of Federal Approval indicating that the Vendor/Contractor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one (01) year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program?

Yes No **If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval?

Yes No **If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful Vendor/Contractor may obtain the Affirmative Action Employee Information Report (AA-302) on the Division website @ www.state.nj.us/treasury/contract_compliance.

The successful Vendor(s)/Contractor(s) shall be required to submit the AA-302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency. The undersigned Vendor/Contractor certifies that they are aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 & N.J.A.C. 17:27 and agrees to furnish the required forms of evidence. The undersigned Vendor/Contractor further understands that their bid proposal shall be rejected as nonresponsive if said Vendor/Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 & N.J.A.C. 17:27.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Dated: ____/____/____

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**Delanco Township
Burlington County
Delanco, NJ**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda issued by the Township:

Addenda Number	Dated	Acknowledgement Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ **If no Addenda were received, please check here.**

Acknowledgement for: _____
(Name of the Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Dated: ____ / ____ / ____

Prohibited Russia-Belarus Activities and Iran Investment Activities in Iran Certification - 3 Part Form

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Township of Delanco is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Delanco to notify the Township of Delanco in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Delanco and that the Township of Delanco at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature			Date

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH BID PROPOSAL PACKAGE

**Delanco Township
Burlington County
Delanco, NJ**

Maintenance of Township Owned Grounds at the Field of Dreams Sports Complex

**Delanco Township
C/o Clerk's Office
Municipal Building
770 Coopertown Rd.
Delanco, NJ 08075**

The undersigned declares that they have read the Notice, Instructions, Affidavits and Scope of Services attached, that they have determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described herein for the following: **Township Contract for Maintenance of Township Owned Grounds at the Field of Dreams Sports Complex**

STATEMENT OF AUTHORITY

INDIVIDUAL/COMPANY NAME: _____

BUSINESS ADDRESS: _____

SUBMITTED BY: _____

(Please Print or Type)

SIGNATURE: _____

TITLE: _____

TELEPHONE #: _____ **FAX #:** _____

E-MAIL ADDRESS: _____

TAXPAYER IDENTIFICATION (T.I.N.) #: _____

DATED: ____ / ____ / ____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Delanco Township
Burlington County
Delanco, NJ**

BIDDER'S CHECKLIST

The following checklist is provided for each bidder to check off documents submitted with their bid proposal:

- A. **Number of Copies of the Bid Proposal - Four (04) (Required)**
- B. **New Jersey Affirmative Action Requirements (Required)**
- C. **Public Disclosure Statement, properly notarized** listing stockholders or partners owning ten (10%) percent or more of corporation or partnership stock. **(Required)**
- D. **Non-Collusion Affidavit, properly notarized. (Required)**
- E. **Names of Subcontractors Listed (Required)**
- F. **New Jersey Public Works Contractors Registration Certificate (Requested, but shall be required to be submitted prior to the award of the contract, including subcontractors)**
- G. **New Jersey Business Registration Certificate (BRC) (Requested, but shall be required to be submitted prior to the award of the contract)**
- H. **Prohibited Russia-Belarus Activities and Disclosure of Investment Activities in Iran Statement (Required)**
- I. **Statement of Authority**
- J. **W-9 Form (Requested)**
- K. **Acknowledgement of Receipt of Addenda**
- L. **Authorized signatures on all forms**
- M. **Deviations from specifications, if applicable**

PROPOSAL FORM

2024 Field of Dreams Turf Maintenance Contract

Township of Delanco, New Jersey



In accordance with the Notice to Bidders, the Bid Proposal, General Instructions, Conditions and Specifications, we wish to quote the following:

Item #	Description	Quant	Unit	Unit Price	Amount in Numbers	Amount in Words
1	Lawn Mowing	1	LS	\$		
2	Irrigation System Operation & Management	1	LS	\$		
2A	Irrigation System Repair- Equipment Allowance	1	LS	\$500		\$500.00
2B	Irrigation System Repair- Hourly Rate Allowance	10	Hrs	\$/Hr		
3	Ballfield Infield Mix Maintenance	1	LS	\$		
4	Turf Applications					
4A	Early Spring- Soil Testing	1	LS	\$		
4B	Spring 1- Fertilizer & Pre-Emergent Crabgrass Control	1	LS	\$		
4C	Spring II- Liquid Broadleaf Weed Control	1	LS	\$		
4D	Summer I- Fertilizer & Pre-Emergent Crabgrass Control	1	LS	\$		
4E	Early Summer- Non-Selective Herbicide Treatment of Infield Mix	1	LS	\$		
4F	Summer II- Post Emergent Liquid Grass Control	1	LS	\$		
4G	Summer- Fungicide Application- If and Where Directed	5	Ac	\$		
4H	Fall I- Fertilizer- 50% Slow Release	1	LS	\$		
4I	Late Fall- Liming - (As Required by Soil Testing)	1	LS	\$		
4J	Late Fall- Field Areas, Core Aeration, Fertilize, Seed, Drag + Common Areas fertilize only	1	LS	\$		
5	General Landscape Labor- Hourly Rate Allowance	10	Hrs	\$/Hr		
Total Lump Sum Base Bid All items-						\$
A1	ALTERNATE- Late Fall Common Areas, Core Aeration and Drag	4	Ac	\$		
Contractor Name: _____ Representative Name-Print: _____						
Signature: _____ Title: _____						
Contractor Address: _____ Date: _____						

**DELANCO TOWNSHIP
BURLINGTON COUNTY**

**DETAILED SPECIFICATIONS FOR THE
MAINTENANCE OF GROUNDS AT FIELD OF DREAMS (FOD) DELANCO COMMUNITY PARK**

27.0 INTENT & PURPOSE OF THE CONTRACT

27.1 The work of this contract shall include the upkeep, care and maintenance of Township Owned Grounds known as the Field of Dreams (FOD) on Creek Road as designated by these specifications. Maintenance of hard surfaces and structures on the property are not included in this contract. **See attached map for approximate acreages of applicable areas.**

27.2 There are four existing soccer fields and common areas with grass turf as well as a softball field with a turf outfield and a dirt infield as well as existing irrigation for all fields fed by a water well and pump system. It is intended that there shall be a single contractor who shall be responsible for all aspects of turf maintenance to meet the standards and needs of the Township at this location. This includes mowing, applications, seeding, infield maintenance and irrigation system maintenance.

27.2.1 It shall be the sole responsibility of the bidder to conduct any and all necessary inspections or research of the Township owned parcels as it may be necessary for the preparation of the bid package. This shall include information related to the grounds/properties and current codes, ordinances, resolutions and regulations pertaining to this contract.

28.0 CONTRACT TERM

28.1 The initial term of this contract shall be for a period of **twelve (12) months beginning on February 15, 2024 and continuing through February 14, 2025**. Provided that the performance under this contract is satisfactory, and further that the contractor complies with the requirements of the specifications, the contract may be extended **for up to two (2) additional years, in one (1) year optional increments, for 2025 and 2026**. The options to extend the contract shall be at the sole discretion of the Township and shall be enacted by a resolution of award by Township Committee.

The Contract amounts will be modified for each annual contract extension, which price increases or decreases, will be based upon the US Department of Labor, Bureau of Labor Statistics, **Philadelphia Consumer Price Index (CPI-U)**, for October of the year preceding each contract year renewal or extension. In no case shall any increase be more than five per cent (5%) per year.

28.1.2 The contract may be canceled by the Township with a minimum of thirty (30) days notice of intent to cancel for unacceptable performance.

28.2 These dates are inclusive in nature and the continuous, uninterrupted performance of the work is a primary requirement of this contract.

29.0 REQUIRED SUBMISSIONS WITH THE BID PROPOSAL

29.1 In addition to submission requirements in the General Instructions section previously stated, the Proposal Form shall be accompanied by an experience and equipment statement, prepared in a letter or report format, for the general contractor and any and all sub-contractors, which shall clearly furnish the following information:

29.1.1 The year the Contractor was established as a business entity under the current business name.

29.1.2 The Contractor's experience in the commercial/athletic field lawn/turf care and maintenance

industry and field irrigation industry, over the past three (3) years. The bidder shall indicate similar experience of commercial and institutional grounds.

- 29.1.3 The Contractor shall provide a listing of any similar contracts of the same size and scope that have been completed and/or that are currently in force. This listing shall include the name, address, and telephone number of the authorized representative (contact person) for each of the stated contracts.
- 29.1.4 The Contractor shall provide a complete listing of all vehicles and equipment, owned, leased or readily available for use under this contract. This listing shall include the make, model and age/year of the vehicle and equipment.
- 29.1.5 The contractor's New Jersey State Business Pesticide License/number as issued by the State registration as applicable.
- 29.1.6 Copies of all valid New Jersey State issued certified pesticide applicator licenses possessed by the employees of the contractor.
- 29.1.7 Copies of State issued commercial fertilizer applications license. Include Rutgers issued Pro-FACT licenses if possessed.
- 29.1.8 Copies of State issued Irrigation license.
- 29.2 The submission of a proposal for this work and service shall be considered as a representation that the Contractor has carefully investigated all conditions which affect or may at some future date, affect the performance of the work or services covered by this proposal and the entire are to be serviced; and the Contractor is fully informed concerning the conditions to be encountered and the character, quality and quantity of the work to be performed, and equipment and materials to be furnished.
- 29.3 The submission of a proposal for this work shall indicate that the Contractor is sufficiently familiar and aware of all applicable federal, state, county and local laws, codes, regulations and ordinances which in any way affect the prosecution of the work or persons engaged or employed in the work or the materials or equipment used in the execution of this work.
 - 29.3.1 The contractor shall be responsible and required to comply with all applicable Federal, State, County and local health and environmental codes, laws, regulations and ordinances currently in force.
- 29.4 The Contractor shall protect and indemnify the Township of Delanco, New Jersey and its agents or Employees against any claims of liability arising from or based on the violations of any above stated laws, regulations or ordinances, whether committed by the contractor or their employees, agents or authorized representatives.

30.0 SCOPE OF WORK

30.1 General

- 30.1.1 The work under this contract includes the furnishing of all labor, materials and equipment necessary or required to provide turf grass maintenance during the term of the contract for the FOD including all work set forth and described herein. This includes mowing, applications, seeding, infield maintenance and irrigation system maintenance.
- 30.1.2 The limit of this contract shall be the property bounds of open space and rights-of-way as described on the enclosed location maps, the Township tax maps and/or as described herein. Exact locations will be established by the Township designee(s) in the field with the successful bidder prior to the commencement of work.

- 30.1.3 All turf areas shall be maintained under the bid for mowing. This includes removal of weeds or grass growing within curb or sidewalk joints, gutters, etc. around the building, dugouts and fencing.
- 30.1.4 The equipment, materials, soil amendments, herbicides or insecticides utilized to perform this work shall be of a type, size or strength specified in this bid document, with any changes subject to approval by the Township and must comply with all applicable Federal, State and Local regulations including Chapter 112 of the NJ Fertilizer Law.
- 30.1.5 It is the intent of these specifications and plans to describe the level of performance required to maintain these areas. Any work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for.
- 30.1.6 The contractor shall comply with all local, county, state, and federal laws, regulations, rules, standards or lawful orders which may govern upon the work required to complete the maintenance of these areas.
- 30.1.7 Prior to the submission of the bid, the contractor shall notify the Township of any irregularities etc. which may exist in any portion of the site which the contractor considers to be beyond the scope of this contract, or prohibitive to the contractor's ability to complete the work.
- 30.1.8 All notification to the Township referenced herein shall be in written form.
- 30.1.9 The Contractor shall be solely responsible for the replacement of any turf or plantings that may be damaged due to improper performance of designated maintenance activities. In such a case, the Township representative shall specify in accordance to these specifications the cost, type of damage, when and how the replacements are to be made by the contractor.

30.2 Quality Control

- 30.2.1 The contractor shall submit manufacturer's data (MSDS sheets) of all materials for use prior to initial use, including all chemical treatments and mulch.
- 30.2.2 Integrated Pest Management (IPM) & the NJ Fertilizer Law
 - 30.2.2.1 The contractor shall be responsible for the proper and timely pre-season preparation of all areas covered in this contract.
 - 30.2.2.2 The contractor shall be responsible for compliance with latest editions of the NJ School Integrated Pest Management Act, and NJ Fertilizer Law.
 - 30.2.2.3 The contractor shall have knowledge of IPM programs.
 - 30.2.2.4 The contractor shall have experience implementing and maintaining state and local accepted IPM programs.
 - 30.2.2.5 All materials shall be applied in strict conformance with Federal and State requirements, and commonly accepted landscape practices.
 - 30.2.2.6 The Contractor shall be responsible for the placement of the appropriate and required warning indicators/signage following an application of herbicides, consistent with current New Jersey State Pesticide Code.
 - 30.2.2.7 Prior to the application of any chemicals, including weed inhibitors, herbicides or pesticides, the Contractor shall supply written notification to the Township designee(s).

Written notification shall include the following information:

- 30.2.2.7.1 Date and Time of Application
- 30.2.2.7.2 Location of Application
- 30.2.2.7.3 Type of Product used
- 30.2.2.7.4 Manufacture Name and Product name
- 30.2.2.7.5 Copy of M.S.D.S. sheets

30.2.2.8 The contractor shall accept total responsibility for the replacement of plants, grasses, or trees whether owned by the Township or others which the Township judges and determines to have been damaged or killed as a result of pesticide (chemical) application, or other activities under this contract.

30.3 Inspection and Testing

30.3.1 All areas covered by this contract shall be periodically inspected by the contractor, a minimum of once a week from March 15th through November 30th, and every two weeks at all other times. It shall be the contractor's responsibility to monitor these areas and report all conditions and activities during the prior period. During or as a result of this inspection the contractor shall perform the following tasks as necessary:

- 30.3.1.1 Immediately notify the Township designee(s) of any plant diseases, fungus or insect infestations, and/or change in turf color indicating lack of water which are observed affecting any of the lawn area or plantings and provide written recommendations for addressing conditions
- 30.3.1.2 Immediately notify the Township designee(s) of any unsafe conditions, damaged or worn structures, damaged or dead plants, and/or broken or malfunctioning sprinkler heads and provide written recommendations for addressing conditions.
- 30.3.1.3 Remove all undesirable or unnatural litter, debris, leaves and weeds.
- 30.3.1.4 Properly dispose all litter, debris, weeds, limbs, branches, leaves, rocks, silt or other materials which are to be removed or pruned, off-site to a facility designed to handle the material removed.
- 30.3.1.5 Remove all debris, litter, leaves, mulch, grass etc. from any storm water inlets immediately adjacent to all work areas.

30.3.2 Soil Test Requirements

- 30.3.2.1 **Within thirty (30) days of the beginning of each contract year**, the contractor shall take a minimum of four (4) random soil samples from each athletic field and other common areas as directed by the Township designee(s), and have an individual soil test performed for each field or area by certified soil testing laboratory.
- 30.3.2.2 The soil test results shall be submitted to the Township designee(s) with written recommendations/specifications from the soils testing lab for the application of soil additives, proportions, and methods to raise existing on-site soil to nutrient levels which are optimal for the growth of turf grass and landscape plants present on the site.
- 30.3.2.3 The following elements/conditions shall be tested for; nitrate/nitrogen, phosphorous, potassium, magnesium, calcium, sodium, percentage organic matter, soil ph, excess carbonate and soluble salts, and cation exchange capacity.

- 30.3.2.4 In the case of a deficiency, the Contractor shall apply nutrients to soil in order to establish optimal levels for growing conditions.
- 30.3.2.5 Soil testing shall be re-conducted to determine successful establishment of optimal nutrient levels.

30.4 Turf Areas

30.4.1 General

- 30.4.1.1 The Contractor shall be responsible for the proper and timely upkeep, care, and maintenance of all turf areas covered by this contract.
- 30.4.1.2 The Contractor shall be responsible for compliance with the Integrated Pest Management Policy (IMP) stated above & the NJ Fertilizer Law.
- 30.4.1.3 All vehicles and equipment utilized under this portion of the contract shall be appropriately sized for the quality and type of work that is being performed. It shall be the contractor's sole responsibility to choose the appropriate sized equipment for the application that it is being utilized for. The contractor shall minimize the damage to the turf and sprinkler heads by utilizing the appropriate equipment.
- 30.4.1.4 All lawnmower blades shall be acceptably sharp to avoid tearing of turf grass fibers.
- 30.4.1.5 **Trash shall be picked up prior to the start of mowing.** All turf shall be mulched, not bagged. Any **clumps must be blown or raked** to avoid damage to the turf.
- 30.4.1.6 Mowing operations shall include trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs and parking areas. **String trimmers shall not be utilized around trees shrubs or any desirable plant material and shall not be used in a manner that causes damage to physical obstructions (ie fence posts, light poles, etc.)**
- 30.4.1.7 Edging of all sidewalks, curbs and other paved areas , including loose fill walkways, shall be performed once every other mowing. Debris from edging operations shall be removed and the areas swept clean.
 - 30.4.1.7.1 At first mowing, edge all infield/turf edges at softball field. The curved outfield/infield transition shall be a smooth 60' radius arc as measured from the rear of the pitchers rubber. Baseline edging shall be straight and parallel with actual baselines. Remove excess turf from infield. Maintain the edge throughout the growing season.
- 30.4.1.8 All curbs, gutters and sidewalks adjacent to turf shall be kept free of debris, grass clippings, pinecones, needles, branches, leaves, weeds, bottles, paper, glass, trash and other undesirable matter.
- 30.4.1.9 In situations where buildings or other structures are located in lawn areas, the Contractor shall be responsible to trim and remove weeds, trash, paper and other debris from around the exterior base of the structure and to the property lines of said building.
- 30.4.1.10 The Contractor shall be responsible to clean up and dispose of all excess grass cuttings and debris from the sidewalks and other pavements. The contractor shall be **PROHIBITED** from blowing debris into the sidewalk, gutter and/or street. If the debris does enter onto the street and/or gutter the Contractor shall be responsible to ensure that it is removed prior to their workers leaving the job site. This requirement

and Section of the Specifications shall be strictly enforced by the Township to minimize impacts to the municipal storm water system.

30.4.1.11 The Contractor shall be responsible for maintaining grass areas free of all unwanted and undesirable plant growth and debris. The exact method of keeping a weed and debris free environment is at the elective of the Contractor, subject to approval by the Township.

30.4.1.12 Contractor shall be responsible for cutting or maintaining all maintained areas within the site.

30.4.2 Schedule and Standards

30.4.2.1 All lawn areas shall be mowed once a week starting first week in April and ending the last week in October. This mowing shall take place on Thursday or Friday. Each mowing will be an alternate cut direction to avoid tire ruts and to keep grass in an upright vertical position. Grass will be recycled back into soil and not collected. Mowing twice a week of athletic fields shall be at Township request only when fast growth of grass impedes field play. There will be no extra charge for this additional cutting which is not expected to be often. All lawn areas will be mowed when grass is dry to avoid clumps and reduce chance of spreading fungal spores. Do not remove more than 1/3 of the blade of grass at any one time.

30.4.2.2 All athletic field surfaces shall be mowed at a consistent height of 2.5" once per week when in season. Adjustment to higher mow heights may occur out of season and with approval of the Township

30.4.2.3 All common areas shall be mowed at a consistent height of 3.5" once per week. With the common areas not irrigated with automatic sprinklers, it is possible that during periods of dry weather that the common areas will not be growing and may go dormant. With owner's approval, the contractor may refrain from mowing. Contractor will use its judgment as to not compromise quality and aesthetics.

30.5.1 Seeding bare turf areas

30.5.1.1 All bare turf areas on playing fields shall be scarified, top soiled at low points with sandy loam where necessary and directed, seeded, and straw or hydro-mulched.

30.6.1 Turf Applications

Note - All fertilizer, pesticide and herbicide applications must comply with all applicable Federal, State and Local regulations, including the New Jersey Fertilizer Law.

30.6.1.1 **Early Spring:** Soil test athletic playing surfaces. Take (4) samples of soil at various locations. Send samples to a competent soil lab, approved by the Township, for professional analysis. Results will be received by the contractor and passed along to Township in email format and a hard copy. Soil tests are crucial to ensure the correct types of fertilizer and will dictate any need for soil amendments such as Calcium, Gypsum, Etc. Any recommendations will be scheduled for the late fall or per soil test recommendations

30.6.1.2 **Spring I:** (Early April) Application of granular fertilizer to all fields and common area. Utilize a granular fertilizer / combination product. Analysis shall be 18-0-4 with .125% Dimension for pre- emergent crabgrass control. Spring seeding cannot be done due to

pre-emergent Fertilizer rate 1 lb. N/M. **Note: Omit pre-emergent portion of product after Late Fall or Spring seeding and add post-emergent liquid grassy weed control product to Spring II application.**

- 30.6.1.3 **Spring II:** (Late May) Application of Liquid Broadleaf weed control to all fields and common area. Utilize Escalade 2 EW at a rate of 2 oz. / 1,000 sq. ft with an adjuvant at 1 pint per acre rate. Application rate shall be 50 G.P.A. **Note: Add grassy weed control product to application when pre-emergent is not used as part of the Spring I application due to seeding restrictions.**
- 30.6.1.4 **Summer I:** (Early June) Application of granular fertilizer to all fields and common area. Utilize a granular fertilizer / combination product. Analysis shall be 18-0-4 with .164% Dimension for pre-emergent crabgrass control. The reinforced pre-emergent at a higher rate will help to provide a longer residual for control along with early post emergent activity if needed. Fertilizer rate 1 lb. N/M.
- 30.6.1.5 **Early Summer:** Non selective vegetation control (Round up tank mixed with Pronto non selective) applied to ballfield infield skinned areas and parking lot.
- 30.6.1.6 **Summer II:** (Early August) Post emergent liquid application on all fields and common areas as needed. Tank mix proper chemical to eradicate Crabgrass, Goosegrass, and Nutsedge.
- 30.6.1.7 **Summer:** Fungicide application- *as requested:* per acre price: Material to be submitted for approval based upon actual disease apparent, and may require a tank mix of more than one fungicide to control active disease. Ie. A contact and systemic fungicide mix.
- 30.6.1.8 **Fall I:** (Mid September) Application of 50% slow release granular fertilizer to all fields and common area. Fertilizer rate shall be 1 lb. N/M. Spot treat broad leaf weeds on all fields using a liquid broadleaf herbicide.
- 30.6.1.9 **Late Fall:** (Following Fall sports season)
- a. Application of 100% slow release granular fertilizer to all fields and common areas. Fertilizer rate shall be 1.5 lb. N/M. This fertilizer application shall be Ocean Gro organic fertilizer or equal. This resource shall supply a valuable sustained, controlled release feeding all season to supplement help condition the soil. This application shall take place directly prior to core aerification so the material is drug into holes.
 - b. Core aerate all fields using a reciprocating tine core cultivation unit equipped with 0.75 to 1.0-inch diameter tines to a depth of 2-3 inches. Multiple passes perpendicular to each other shall be performed such that cores are spaced no greater than 3" on center. Cores should be reincorporated via dragging. Provide alternate pricing to aerate all common areas.**
 - c. BASED ON SOIL TEST IF NEEDED and in conjunction with aerification. Application of Granular Calcitic/ Dolomitic limestone, Gypsum, Sol Pol Mag, 0-0-50 as needed to correct soil deficiencies. (APPLIED TO FIELDS ONLY) Soil tests taken in early spring will dictate need for soil amendments as needed. This is necessary to build soil ph to approximately 6.5. If soils are poor it may take several applications over several seasons to correct. Applications as needed will be based on results from test.
 - d. Slit seed the field areas with the below specified mix at 8 lbs. per 1,000 sq. ft.

making at least 2 passes at perpendicular directions. Drag all fields with chain link fence following seeding to break up plugs and cover seed in holes thus providing a level clean surface.

1. Seed mix shall be 25% Tall Fescue (Pennington Signature Series Tall Fescue Blend) and 75% Perennial Ryegrass (Pennington Tri-Plex Perennial Ryegrass Mixture), or approved equals.
2. At the Township designee's direction, the required amount of seed may be redistributed elsewhere on site

30.6.1.10 Insecticide and/or grub control will be applied as needed and as directed. Pricing will be negotiated at the time of need and will be in addition to the bid prices.

30.7 Ballfield Infield Mix Maintenance:

The primary goal of the scope of work is to create a level, smooth playing surface that has become compromised from a season of mechanical displacement through machine dragging and players sliding and displacing the infield dirt. The scope of work will include the following:

- 30.7.1 Hard rake infield material to cut down high spots and fill low areas. Add supplemental infield mix as necessary to create smooth even surface with positive drainage away from the infield and into the turf areas.
- 30.7.2 Once smooth, nail drag and finish drag the infield to perfectly smooth.
- 30.7.3 Remove lip buildup within turf, by hard raking material from the turf in two passes, each at 45 degrees to the edge to make infields level with adjacent turf and allow for positive drainage into the turf
- 30.7.4 Re-set all bases and apply conditioner thus getting fields game ready.
- 30.7.5 Edge as necessary throughout the contract to maintain a neat, clean edge, and these areas shall be kept free from weeds throughout the contract.
- 30.7.6 This procedure is to be completed before the baseball/softball season starts and during the season if and when drainage issues occur.

30.8 Irrigation System Operation and Management - Water for the irrigation system is supplied by two wells on site. The bidder will not be responsible for maintenance or other services related to the wells. Provide a written report to the Township on the results of the below listed actions.

- 30.8.1 **Spring:** Provide initial start-up of system. Inspect all heads and valves, adjust accordingly, lube and take note of any issues that may be effecting quality and efficiency of operation. Do a "pop up" test to insure all heads are functioning properly. Inspect and calibrate back flow preventer for proper operation.
- 30.8.2 **Seasonal:** Weekly, the mowing crews shall report any abnormal (i.e. wet, dry, etc.) conditions that may be caused by improper functioning heads or system. Provide 3 complete inspections of entire system (early June, early July and early August roughly) to make sure all heads and valves are operating properly and efficiently. This shall include a "pop up" test. Make adjustments and corrections as necessary throughout the year to frequency of water times and amounts. The irrigation program shall only provide enough water to supplement natural precipitation. Soils should be allowed to dry between waterings without causing excessive stress to turf. Note any issues, concerns or needed repairs with the system and immediately contact the Township with a price to repair any problems.
- 30.8.3 **Late Fall:** Winterize system by charging system with compressed air and blowing out all the pipes, valves and heads to assure all water is out of system. Lubricate valves and service backflow preventer and winterize. Take notes of any issues with the system and report to the Township representative.

30.9 Irrigation System Repair-

Where the irrigation system is damaged and requires repair, where said damage was not the result of maintenance operations performed under this contract, the contractor shall provide a written quote to the Township for said work, based upon an hourly rate allowance bid, plus costs for materials which will be paid, without mark up, under the Equipment Allowance item. All new heads replaced under this contract shall be stainless steel (Hunter or equivalent as approved by the Township).

30.10 General Landscape Labor- Hourly Rate Allowance

This work shall consist of providing laborers on an hourly basis to assist the Township with the performance of general landscape and related maintenance, loading and off-loading of various bulk materials, equipment, miscellaneous supplies, and/or similar, unforeseen issues that are not specifically required under this contract.

31.0 REQUIRED SUPERVISION BY THE CONTRACTOR, REPORTING & COMPLAINTS

31.1 The contractor shall be required to provide adequate supervision during all service hours.

31.1.1 Supervision shall be by an onsite supervisor or crew leader.

31.1.2 The onsite supervision shall be adequate to assure full compliance with these specifications and to be responsible for the activities of the contractor's employees.

31.1.3 Prior to the start of the contract, the successful bidder shall furnish to the Township, the name, mobile telephone number and the local telephone number of the supervisor(s) and/or authorized representatives who can be contacted during the working hours of 8:00 AM until 7:00 PM on a normal working day, Monday - Saturday.

31.1.4 The Contractor's supervisor shall be fully fluent in the English language, both written and spoken.

31.2 The authorized Township representative for this contract is as follows:

31.2.1 Project Administrator/Township Designee
John Fenimore, Director of Public Works

31.2.2 All correspondences and other related documents shall be addressed and directed to the Project Administrator for the appropriate entity. Copies of all correspondences shall be filed with the Township Administrator's Office to assist the Township in the maintenance of a complete contract file.

31.3 The contractor's supervisor or authorized representative shall be required to contact the designated Township representative(s) as required to resolve any problems that may exist with the performance of the contract.

31.4 Notification of complaints and job deficiencies shall be by telephone, email, and a Weekly Inspection Report or any other method deemed necessary by the Township and or a designated representative. Any notification of complaint shall be issued and returned to the Township on daily basis. The contractor shall make a weekly contact to the Project Administrator and/or his designee.

31.5 The Contractor will be required to provide the Township with a weekly attendance/sign-in sheet and/or daily checklist/log for all locations awarded. Attendance, hours worked; duties checklist/log shall be recorded daily along with any issues or problems, or in accordance with the work schedule and these specifications. The Contractor shall provide a legible copy of this report weekly to the designated Township employee.

- 31.6 The Township will provide the Contractor with bi-weekly or monthly Inspection Reports. A Township designee will prepare the Inspection Report; this report will serve as a guide and determine deficiencies. Prolonged deficiencies in service based on the Inspection Report, emails and/or telephone notification may result in fines, deductions in compensation, or termination of contract.
- 31.7 **Every month on an agreed upon date, the contractor's supervisor or authorized representative shall meet with the designated Township representative to observe all areas under contract.** The purpose of this meeting shall be evaluation of the work performed in the given month. They will identify issues, evaluate performance, rectify problems and answer questions pertaining to the work. A detailed summary report will be provided by the Township as a follow-up to the meeting. Any deficiencies noted during this inspection shall be considered unperformed work and payment for the line item that is inclusive of the deficient tasks may be deducted from the contract for the month observed.

32.0 DEFICIENCIES IN SERVICE, VIOLATIONS & LIQUIDATED DAMAGES

- 32.1 It shall be understood that the orderly, proper and safe maintenance of the Township's grounds as defined in this specification is a matter of great concern and importance to the Township. It is our belief that our Contractors should provide the highest quality work and at the same time, perform this work to a standard that meets or exceeds all the requirements outlined in the specifications and the Township codes that pertain to the work.
- 32.2 Due to the large scope of work associated with this contract, it is anticipated that occasional and minor breaches may occur during the normal course of performance of this contract. The following stipulated liquidated damages may be invoked at the option and on behalf of the Township designee whose determination and certification of the violation shall be final.
- 32.3 The contractor shall be held responsible for all damages incurred to Township and the adjoining private properties during the course of this contract.
- 32.3.1 The contractor shall **notify** the authorized Township representative to report any damage to Township or private property **within twenty-four (24) hours** after the occurrence of said damage(s), **including damage to any sprinkler heads.**
- 32.4 Replacement of damaged plants & shrubs. **Any damaged irrigation heads, plants or property shall be fully repaired or replaced.**
- 32.4.1 The Contractor shall be **solely responsible** for the replacement of any plantings that may be damaged due to improper performance of designated maintenance activities. In such a case, the Township representative shall specify in accordance to these specifications, the cost, type of damage, when and how the replacements are to be made by the contractor.
- 32.4.2 **The Contractor shall be solely responsible for the replacement and associated cost for the replacement of sprinkler heads that have been damaged or destroyed due to improper performance on the part of the contractor and/or their employees. In such a case, the Township representative shall specify in accordance with these specifications, the cost, type of damage, when and how the replacements are to be made by the contractor.**
- 32.4.3 The Township designee(s) shall notify the contractor's appointed supervisor and/or manager of such violations and prescribe the necessary immediate corrective action. If the violation remains unabated or unsatisfactorily resolved for a period of three (3) calendar days, the representative may, at their discretion, make a proper and appropriate deduction from the next monthly installment payment in accordance with the violation and liquidated damages schedule as provided for in these specifications.

- 32.4.4 The contractor shall be notified by the Township concerning any areas, which have not been maintained in accordance with these specifications, or consistent with professional and acceptable lawn maintenance standards, whether or not specifically, listed herein.
- 32.4.4.1 Notification shall be in the form of either a telephone call, e-mail, Weekly Inspection Report, which will be issued by Township.
- 32.4.4.2 Upon completion of the specified work the Contractor shall notify the appointed Township Representative.
- 32.4.4.3 Deficiencies in service will also be based upon the Inspection Report completed weekly by designated Township employees.
- 32.4.4.4 All deficiencies shall be corrected by the contractor within twelve (12) hours of notification, or the Township reserves the right to correct the deficiency using its own personnel or other contractor, and to deduct the cost from the contractor's payment.
- 32.4.5 The Township designee(s) shall have the right to implement any additional notification procedure that shall be deemed necessary.
- 32.4.6 Repeated failures to perform work covered by these specifications shall result in the deduction of fees paid to the contractor and possible termination of the contract.
- 32.4.7 Failure to correct or perform work covered by these specifications shall result in the following deduction of fee or fine.
- 32.4.7.1 \$100.00 per day, per field
- 32.4.7.2 Shrubs - \$50.00 - \$75.00 depending on gallon size & \$30.00/hr. labor, if done by nursery service \$125.00 labor per shrub.
- 32.4.7.3 Trees - \$250.00 - \$300.00 depending on size & \$30.00/hr. labor, if done by nursery service \$500.00 labor per tree.
- 32.5 In all cases of damaged plants, sprinkler heads and other public and private property damage, the decision of the Township regarding proper handling of the damaged item shall be final.

33.0 GENERAL CONTRACT REQUIREMENTS

- 33.1 All work shall be performed Monday through Saturday and between dawn and dusk. No work shall be permitted on Sunday without the express written approval of the Mayor and/or the Township Business Administrator. Request for approval shall be submitted a minimum of seven (7) days prior to the intended start of work. The successful bidder will be provided with the field usage schedule and will be expected to schedule maintenance work so that it does not interfere with the scheduled field usage.
- 33.2 The contractor shall provide the necessary vehicles and equipment required for the proper and safe care and maintenance of the Township owned grounds included in this contract.
- 33.2.1 All vehicles shall be maintained with the State of New Jersey's Motor Vehicle Laws and Regulations.
- 33.2.2 All vehicles and equipment shall be kept in a constant state of cleanliness, consistent with the State of New Jersey's Motor Vehicle and Health Laws and Regulations.
- 33.2.3 The contractor shall be responsible for all cost of the equipment and vehicle maintenance and repairs, fuels, oils, lubricants, parts and required service.

33.2.4 All vehicles shall be professionally lettered on each side of the vehicles cab and/or body with the following information.

33.2.4.1 Full name of the company

33.2.4.2 The location of the company

33.2.4.3 The telephone number of the company

33.2.4.4 The N.J.D.E.P. Pesticide number for the company

33.2.5 Extra standby equipment and vehicles shall be available at all times to replace vehicles or equipment that is out of service or under repair.

33.3 All personnel engaged in the performance of this contract shall be able-bodied persons employed directly by the contractor, in accordance with all provisions of Federal, State, County and local employment laws and regulations.

33.3.1 All contractor personnel shall be required to maintain a professional, courteous and respectful attitude and appearance towards the general public and Township personnel at all times. It shall be understood that the contractor and their employees reflect the character of the Township in the performance of the specified work. Under no circumstances shall the contractor or their employees engage in any verbal disputes with the general public. Any and all complaints by the general public shall be politely referred to the Township's contract administrator.

34.0 PAYMENT SCHEDULE

34.1 Payment for this contract shall be made on a monthly basis to cover all specified services accomplished during that month.

34.2 The contractor shall be required to furnish and attach an invoice to the Township voucher. The invoice shall itemize each service performed under the contract for the period of time stated.

34.3 Payments will be made within thirty (30) working days from the receipt of the monthly invoice and required paperwork from the contractor.

35.0 DISPOSAL OF WASTE REQUIREMENT

9.1 All materials (grass clippings, leaves, and shrub cuttings) shall be disposed of at the Burlington County Solid Waste Facilities in accordance with all applicable regulations and procedures.

36.0 SITE MAP

