

BOROUGH OF MATAWAN

MONMOUTH COUNTY

NEW JERSEY

CONTRACT NAME: GRASS CUTTING & LAWN MAINTENANCE

FOR THE

BOROUGH OF MATAWAN

THE HONORABLE PAUL BUCCELLATO, MAYOR

MATAWAN BOROUGH COUNCIL

**Joseph Urbano
Thomas Fitzsimmons
Toni Angelini**

**Donna Gould
Kimberly Daly
Linda Clifton**

**Borough Administrator
Louis Ferrara**

NOTICE TO BIDDERS

The Borough of Matawan invites sealed bids for:

**Contract Name: GRASS CUTTING & LAWN MAINTENANCE FOR
THE BOROUGH OF MATAWAN**

Sealed bids will be opened and read in public for consideration by the Borough of Matawan, 201 Broad Street, Matawan, New Jersey 07747 Tuesday, April 22, 2014 10:00 am **prevailing time**. All bids shall be received at the Borough of Matawan, Clerk's Office in the Borough Administration Building any time prior to 9:45 a.m. Thereafter (9:45 a.m. – 10:00 a.m.) a representative of the Borough will be present in the Borough Administration Building Counter and will receive bids at such place. Bids arriving after 10:00 a.m. will not be accepted. Bids will be opened in the Borough Main Meeting Room of the Municipal Building.

All bids shall be presented to the Borough of Matawan by parties bidding or their agents previous to the time designated, or when called for by the Borough of Matawan.

For a copy of the specifications, please make all requests to the Office of the Clerk (732) 566-3898 ext. 602 between the hours of 7:30 a.m. to 5:00 p.m. Monday through Thursday.

Bids shall be made on the standard proposal form and be enclosed in a sealed envelope addressed to the Matawan Borough Clerk at the above address. The name and address for the bidder and the name of the item must be printed on the face of the envelope. One original and one copy of the bid proposal must be submitted. Bids will be rejected if not submitted within time, date and at place designated.

In all cases, in which a bid is delivered by public or private mailing, or hand delivered, the following address and notation shall appear prominently on the front of the outside envelope:

Contract Name: GRASS CUTTING & LAWN MAINTENANCE FOR THE BOROUGH OF MATAWAN

Borough Clerk
Matawan Borough
201 Broad Street
Matawan, NJ 07747

The bid documents shall be placed inside an envelope which shall have the following endorsement in the upper right corner of the envelope:

Contract Name: Grass Cutting & Lawn Maintenance

Bid opening date: April 22, 2014

Bid Opening time: 10:00 am prevailing time

Bidders who elect to utilize public or private mailing for delivery of bid assume the burden of correctly addressing the envelope.

The guaranty accompanying the bid proposal shall be given in the amount of ten percent (10%) of the maximum delivered price, but not to exceed twenty thousand dollars (\$20,000.00), and may be given at the option of the bidder by a certified check or a bid bond from a reputable insurance company licensed in the State of New Jersey.

Bidders shall comply with the Affirmative Action Requirements set forth in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, as amended from time to time and the Americans with Disabilities Act, P.L. 101-336, in accordance with 42 U.S.C. S12101 et seq.

The Borough Council reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Borough Council reserves the right to waive informalities as the Borough may deem to be in its best interest.

All Contract documents are to be submitted intact in accordance with bidder's checklist. All erasures, interpolations, and other physical changes in the bid form shall be signed or initialed by the bidder.

Karen Wynne
Municipal Clerk

BID DOCUMENT SUBMISSION CHECKLIST

GRASS CUTTING & LAWN MAINTENANCE FOR THE BOROUGH OF MATAWAN

The bid document is to be returned in the exact same page order that it was received in.

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

Required with Submission
Of Bid
(Borough's checkmarks)

Initial each item
Submitted with Bid
(Initial each item)

√	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
√	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
√	A Business Registration Certificate <u>N.J.S.A. 52:32-44</u>	
√	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
√	A Stockholder Disclosure Certification required by <u>N.J.S.A. 52:25-24.2</u>	
√	Public Works Contractor Registration as required by <u>N.J.S.A. 34:11-56.48</u>	
√	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

**B. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b.)**

Required with
submission of bid
(Borough's
checkmarks)

Initial each item
submitted with bid
(Bidder's initials)

Required with
submission of bid
(Borough's checkmarks)

Initial each item
submitted with bid
(Bidder's initials)

√	A Bid Proposal Form	
√	Bidder's Qualification Sheet	
√	Checklist of required documents signed below	
√	Experience Sheet	
√	American with Disabilities Act	

√	Affirmative Action Requirements	
√	Bidders Personnel	
√	Submission of a Non-Collusion Affidavit (this form must be Notarized)	
	Resolution of Authorization if Bidder is a Corporation	
	Corporate Resolution (if applicable)	

DEFINED TERMS

Wherever the words defined in the Article or pronouns in place of them are used in the Contract and the Specifications, their intent and meaning shall be interpreted as follows:

As Directed, As Required, Etc.

Wherever in the specifications the words "as directed", "as required", "as permitted", or words of like import are used, it shall be understood that the direction, requirements, or permission of the designated contact person for each site is intended, and similarly the works of like import, shall mean approved by or acceptable and satisfactory to the contact person for each site.

Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder

Any individual, firm or corporation submitting a proposal for the work contemplated acting directly or through a duly authorized representative.

Change Order

A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision of the work, or an adjustment of the contract amount or contract time.

Contract

The agreement covering the performance of the work, together with all supplementary documents, including Notice to Contractors, Information for Bidders, Proposal, Executed Contracts, Contract Bond, General Conditions, Specifications including General Specifications are to be treated as one instrument whether or not set forth at length in the form of the contract.

Contract Price

The total moneys payable to the Contractor under the Contract Documents.

Contract Time

The number of calendar days stated in the Contract for the completion of the work.

Contractor

The party of the second part designated in the contract entering into the contract for the performance of the work required by it acting directly or through agents or employees.

Counsel

The person or firm holding the position or acting in the capacity of legal counsel for the Owner in the performance of the work contemplated.

Modification

- (a) a written amendment of the Contract Documents signed by both parties, or (b) a change order, or (c) a written clarification or interpretation issued by the Borough Attorney.

Owner

A public body or authority, association, partnership, corporation or individual for whom the work is to be performed; the party of the first part in the Contract.

Personal Injury

Shall be interpreted to mean "Bodily Injury" for insurance coverage purposes.

Proposal

The approved prepared form on which the Bidder will or did submit his, their or its prices for the work contemplated.

Proposal Security

The security designated in the proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Owner if the work is awarded to him.

Specifications

All of the specifications and modifications thereof appended hereto, pertaining to the method or manner of performing the work or to the quantities or qualities of materials to be furnished.

Subcontractor

Any individual, firm, partnership, or corporation having a direct contract with the contractor for doing work or for furnishing material, worked to a special design according to the Plans or Specifications of this work, but not including those who merely furnish material not so worked.

Surety

The corporate body which is bound with and for the Contractor who is primarily liable and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work which he has contracted.

Borough of Matawan

The Borough of Matawan, a Municipal Corporation of the State of New Jersey with principal officials at 201 Broad Street Matawan, New Jersey, being the party of the first part, or any officer or agent duly authorized to act on its behalf.

Work

Any and all obligations, duties and responsibilities necessary to the successful completion of the project under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

INSTRUCTIONS TO BIDDERS

RECEIPT OF BID: Bids will be opened at the time and place specified in the "Notice to Bidders". The Borough suggests that all bids be delivered by hand to the Borough Manager at the Municipal Building and takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services. No bids will be accepted after the time designated for the opening of bids.

BID FORM: Bids must be submitted on the "Bid Proposal" form which is included in the bid package. All blank spaces must be filled in. All proposals shall be typewritten or penned on the forms. Unit prices and totals must be inserted in the space provided. Insert N/A in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the bidder in ink. Failure to comply may be cause for rejection of the bid. Where discrepancies occur between the unit figure and the extension, the unit price will prevail.

The bid form is included in the contract documents; additional copies may be obtained from the Purchasing Agent.

Bid forms must be completed in ink or typed. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

Bids by corporations must be executed in the corporate name by the president or a vice-president (**or other corporate officer accompanied by evidence of authority to sign**) and the corporate seal shall be affixed and attested by a secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner; his/her title must appear under his/her signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The bid shall contain an acknowledgement of receipt of all addenda (the numbers of which shall be filled in on the bid form).

If a unit price or a lump sum already entered by the Bidder on the bid form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the bidder in ink.

The bids received will be compared on the basis of the summation of the lump sum amounts bid, and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the bid and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words in the proposal shall govern any errors found in said products, and in the addition, will be corrected.

SIGNATURE ON BID FORM: The bid proposal must be signed by the individual bidder and his signature witnessed by another person. If the bidder is a partnership, all partners must sign and their signatures witnessed by another person. If the bidder is a corporation, the bid must be signed in the name of the corporation by a chief executive officer and witnessed by a recording officer.

BONDS OR SECURITY REQUIRED:

BID SECURITY: Refer to the Checklist of Required Documents to see if bid security is required for the attached proposal. The amount and type of bid security is stated in the advertisement and Notice to Bidders. The required security must be in the form of a certified check, cashier's check, or surety bid bond of the Bidders, payable to the Borough. The amount of the bid security shall be 10% of the total bid, but not more than \$20,000. If the Bid security is in the form of a surety bid bond, said surety shall be licensed to conduct business in the State of New Jersey and named in the current list of "Surety Companies Acceptable on Federal Bonds", as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful bidder will be retained until he/she has executed the Agreement and has furnished the required contract security within 10 days of the Notice of Award. The Borough may annul the Notice of Award and the bid security of that bidder will be forfeited.

Bid Security will be returned to all except the three apparent lowest bidders within ten (10) working days after the opening of bids, and to the three lowest bidders within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

PERFORMANCE BONDS: When required as part of the contract documents, the awarded vendor shall within ten (10) days after the award of the contract, obtain, pay for and deliver to the Borough of Aberdeen, a performance bond for one hundred percent (100%) of the total contract sum satisfactory to the Borough and executed by a surety company licensed to do business in the State of New Jersey. Such a bond shall bear the same date as, or dates subsequent to, the date of the contract. The said bond shall assure fulfillment of the contract in all respects and shall provide for payment in the event of the contractor's failure to perform all of its obligations according to the contract and make full reimbursement to the Borough of Aberdeen for all expenses incurred in making good any default. This bond shall also contain a waiver of notice being required for alternations, additions, deductions, extensions of time or other modifications of the contract as ordered.

MAINTENANCE BONDS:

Unless otherwise specified, before final payment is made as herein provided, the Contractor shall furnish a Surety Corporation Bond to the Owner in a sum equal to:

1. Fifty percent (50%) of the final adjusted Contract amount if such amount be \$25,000 or less;
2. Thirty percent (30%) of the final adjusted Contract amount if such amount be greater than \$25,000 but less than \$75,000; and
3. Ten percent (10%) of the final adjusted Contract amount If such amount be \$75,000 or more

The Bond and Surety Corporation shall be satisfactory to the Owner and the Bond shall remain in full force and effect for a period of one (1) year from the date of final payment for the work by the Owner and shall provide that the Contractor and the Surety guarantees to replace for the said period of one year from the date of final payment for the work, all work performed and/or all materials furnished that was not performed or were not furnished according to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year.

CONSENT OF SURETY: The consent of surety form shall be returned with the bid proposal if the contract documents require a performance bond. Consent of surety which reserves any right for the surety, after the award of the contract to the bidder, to decline to issue the performance bond will not be accepted. Bids accompanied by such consent of surety will be rejected.

ADDENDA: Any addendum issued from time to time to provide additional information to the bidders shall become an integral part of this bid package. Receipt of addendum shall be acknowledged by the bidders in the space provided on the bid proposal form.

QUESTIONS REGARDING PLANS & SPECIFICATIONS: Should any bidder be in doubt as to the intent of the plans and/or specifications, he should immediately notify the Purchasing Agent in writing, who will then send a written addendum to all bidders recorded as receiving bidding documents covering the point in question. Bidders may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all questions must be received by the Purchasing Agent no later than three (3) days prior to the bid opening date. Questions received less than eight days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Before submitting bids, the bidder shall apply in writing to the Purchasing Agent for clarification or interpretation of any conflicting information between two or more statements in the plans and specifications. If such clarification is not requested before bidding, the bidder shall be responsible for doing such work and furnishing such materials as is necessary to comply with whichever interpretation of the plans and specifications the Borough may, during construction, judge to be proper.

QUALIFICATIONS OF BIDDERS

To demonstrate his/her qualifications for the project, each Bidder must be prepared to submit within five (5) days of the Borough's request evidence of authority to conduct business in the jurisdiction where the project is located.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting his/her bid, each Bidder should (a) examine the contract documents thoroughly, (b) visit the sites to familiarize himself/herself with the local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with Federal, State and Local Laws, Ordinances, Rules and Regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents.

Reference is made to the General Requirements (where applicable) of the specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work. The Borough will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his/her bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for performance of the work within the terms of the contract documents.

The submission of a bid will constitute an incontrovertible representation of the Bidder that he/she has complied with every requirement of the examination of contract documents and site paragraphs.

Please make an appointment with the Borough's contact person, John Applegate, at (732) 290-2015 to schedule a site walk thru.

WITHDRAWING BID: The Borough reserves the right to reject any or all bids and to waive any minor informality in any bid should it be deemed in the best interest of the Borough to do so. Bids may be rejected for any of the following reasons:

1. Failure to complete the Ownership Disclosure Statement.
2. Failure to complete the Affidavit of Non-Collusion.
3. Failure to properly complete the Bid Proposal form.
4. Failure to submit bid security (if required).
5. Failure to complete Affirmative Action Certification.
6. Failure to comply with specifications (insertion of additional conditions, provisions, or stipulations).
7. Failure to provide Consent of Surety
8. Failure to provide listing of subcontractors
9. Failure to sign addenda page
10. Failure to provide Business registration certificate.

PROCEDURES ON AWARD OF CONTRACT:

THE BOROUGH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND WAIVE ANY AND ALL INFORMALITIES, AND THE RIGHT TO DISREGARD ALL NONCONFORMING OR CONDITIONAL BIDS OR COUNTERPROPOSALS.

The Contract shall be awarded to one Contractor based on the lowest responsible, responsive bid and completion of all qualifications set forth in the Instructions to Bidders and Specifications. Low Bid shall be determined by the lump sum total amount of all four entities specified.

In evaluating bids, the Borough shall consider the qualifications of the Bidders whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. The Borough may consider the qualifications and experience of subcontractors and other persons and organizations, including those who are to furnish the principal items of material or equipment proposed for the portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. The Borough may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Borough's satisfaction within the prescribed time. The Borough reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the Borough's satisfaction.

If a contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by the Borough indicates to the Borough that the award will be in the best interests of the project. The Borough reserves the right to award the bid to more than one vendor when it is deemed to be in the best interest of the Borough to do so.

If the contract is to be awarded, the Borough will give the apparent successful Bidder a Notice of Award within 60 days after the day of the bid opening. Exception to this schedule would be in accordance with N.J.S.A 40A:11-24 which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed". All prospective bidders are advised of this schedule since all proposals must be firm when bid, and must remain so for 60 days or such longer period as the Borough and the bidders may agree.

Simultaneously, with delivery of the executed counterparts of the Agreement to the Borough, contractor shall deliver to the Borough the required contract security.

NOTIFICATION OF AWARD: On passage of a Borough Resolution awarding the contract, the Borough of Matawan, Borough of Matawan, shall separately forward three (3) sets of contract documents to the successful bidder for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful bidder shall return all (3) sets of the contract documents to each entity with a proper performance bond and requisite insurance certificates attached if it is required - refer to Checklist of Required Documents.

If approved as to form and execution, the contract documents will then be submitted to the Governing Bodies and or Designated Committees of Authority for execution on behalf of each individual entity. A fully executed copy will then be returned to the successful bidder by each entity. No Resolution of Award will become binding at any time before the contract documents have been executed by appropriate approving authorities.

Should any successful bidder, upon being notified, fail to execute a contract with ten (10) days of such notification with the Borough of Aberdeen, the Borough will be free to award the contract to another bidder, and the Borough shall have the right to proceed against the guaranty accompanying the bid.

EQUAL OR TIE BIDS: The Borough of Aberdeen reserves the right to award, in its discretion, to any of the tie bidders which serves the best interest of the Borough with reference to the information submitted with the proposals.

ASSIGNING THE CONTRACT: The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Borough.

SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the advertisement, and Notice to Bidders shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the Bid Security and other required documents.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

OPENING OF BIDS: Bids will be opened as indicated in the advertisement and Notice to Bidders.

BIDS TO REMAIN OPEN: All bids shall remain open until such time as the Borough has entered into a contract with the successful low bidder, or a period not to exceed sixty (60) days after the day of the bid opening. The Borough, in its sole discretion, may release any bid and return the Bid Security prior to that date.

Bid Security in the form of certified or cashier's checks will be returned to all, except the three apparent lowest bidders within ten working days after the opening of bids, and to the three lowest bidders, within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

PAYMENT ON CONTRACT: The Borough of Aberdeen, Borough of Matawan, and Borough of Keyport shall be invoiced and make payments to the contracted Contractor separately, as individual entities. In no way shall one entity be held liable for outstanding payments due to the Contractor for work performed as a part of another entities contract.

SALES TAX: As a New Jersey governmental entity or school district, the Borough of Aberdeen, Borough of Matawan, and Borough of Keyport, are exempt from the requirements under New Jersey State Sales and Use Tax (N.J.S.A. 54:32B-1 et Seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials, and supplies furnished to each entity. Contractors may not use the tax exempt status to purchase supplies, materials, service or equipment.

AFFIDAVIT OF NON-COLLUSION: This affidavit must be submitted with the bid proposal form and it must be notarized.

AMERICAN GOODS: During the performance of this contract, the contractor agrees to comply with the provisions of N.J.S.A. 40:11-18.

RIGHT TO KNOW: All potentially hazardous materials or substances must be properly labeled in full in accordance with the New Jersey Right to Know Law – N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the New Jersey Department of Health, Right to Know Program.

THE CONTRACT - The following shall be deemed to be part of the Contract:

- * Notice to Bidders
- * Information for Bidders
- * Specifications
- * Proposal
- * All Addenda issued by the Borough prior to the receipt of bids

All of the above, taken as a whole, shall constitute the Contract Documents. Any work exhibited in the one and not the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design as decided and determined by the Borough.

INSURANCE - The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Borough. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Borough. The Contractor shall furnish the Borough of Aberdeen, Borough of Matawan, and Borough of Keyport, individually, with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsement or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days notice to the Borough. The policies and endorsements shall be specifically referred to each entity as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey which are satisfactory to the Borough.

The bidder to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

General Liability:

\$2,000,000	General Aggregate
\$1,000,000	Products
\$1,000,000	Personal Injury
\$1,000,000	Each Occurrence
\$50,000	Fire Damage
\$5,000	Medical Expense

The Contractor must present to each individual entity an insurance certificate in the above types and amounts before any work or service begins.

The contractor must include the following clause on the insurance certificate:

“The Borough of Matawan is named as an additional insured”

Workers Compensation:

Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$500,000 Each Employee
Contract Liability	Same as General Liability
Automobile Liability	\$1,000,000 Per Occurrence

Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are state above unless a greater amount is required by law.

“INFORMATION FOR BIDDERS” AS PART OF THE CONTRACT: The terms and provisions set forth under the heading “INFORMATION FOR BIDDERS” are hereby made a part of the terms and conditions of the proposed contract.

ERRORS IN PRICE CALCULATION - Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words.

PERIOD OF CONTRACT – The period of the contract shall be for one year as stated in the specifications of each individual entity with an optional twelve month additional contract term.

AVAILABILITY OF FUNDS - The Borough’s obligation hereunder is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Borough for payment of any money shall arise unless and until funds are made available each year.

TRANSITIONAL PERIOD - In the event the services are terminated either by the contract expiration or by termination by the Borough of Aberdeen, it shall be incumbent upon the contractor to continue the service until new services can be completely operational. At no time shall this service extend more than 90 days beyond the expiration date of the existing contract. Vendor will be reimbursed for this service at the prior contract rate.

CONTRACTOR’S REQUIREMENTS FOR REGISTRATION – All Contractors must adhere to the provisions of the Public Works Contractor Registration Act – N.J.S.A. 34:11-56.48 et seq., as so amended by P.L.2003,c.91. The PWCRA requires that “No Contractor shall bid on any contract for public work... unless the contractor is registered pursuant to this act.” The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the Borough of Aberdeen.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS- The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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

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

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

PREVAILING WAGE ACT (WHEN APPLICABLE) – Pursuant to NJSA 34:11-56.25 et seq. successful bidders on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record. Such certified payroll record must be submitted within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

ACKNOWLEDGMENT OF REVISIONS OR ADDENDA

GRASS CUTTING & LAWN MAINTENANCE

(Name of Project)

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

I _____, acknowledge receipt of the following addenda and or revisions. They are as follows:

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgement by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

§:
COUNTY OF _____

I, _____ of the _____
of _____ in the County of _____

in the State of _____ being of full age, and 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, attests that they execute the said proposal with full authority to do so; that said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ of _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

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

NAME OF CONTRACTOR (N.J.S.A. 52:34-15)

Subscribed and sworn to _____

Before me this _____ day _____

Of _____ 20 _____

(Also type or print name of affiant
under signature)

NOTARY PUBLIC OF _____

My Commission Expires _____

Failure to complete, sign and notarize this form will result in automatic rejection of bid.

STOCKHOLDER DISCLOSURE CERIFICATION

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

The UNDERSIGNED, as bidder, in accordance with N.J.S.A. 52:25-24.2, declares and submits this Statement of Ownership:

Bidder is a Corporation [] Partnership [] Joint Venture []

[] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

[] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Full Name of Individual
(Stockholder) (Partner)

Home Address of Individual
(Stockholder) (Partner)

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me

Signature

This ____ day of _____ 20

(Notary Public)

Print Name

My Commission expires:

Title
(Corporate Seal)

Failure to complete, sign and notarize this form will result in automatic rejection of bid.

AFFIRMATIVE ACTION CERTIFICATION

If awarded a contract, all procurement and service contractors will be required to comply with the requirements set forth in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

- 1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of letter).
OR
- 2. A photocopy of their approved Certificate of Employee Information Report.
OR
- 3. An Affirmative Action Employee Information Report (Form AA302)
OR
- 4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all bidders:

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

YES _____ NO _____

If yes, please submit a copy of such approval.

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

YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975,c.127 and agrees to furnish the required documentation pursuant to the law.

Subscribed and sworn before me

Signature

This ____ day of _____ 20

(Notary Public)

Print Name

My Commission expires:_____

Note: a contractor’s bid must be rejected as non-responsive if a contractor fails to comply with Requirements of P.L. 1975,c.127, within the time frame.

Failure to complete, sign and notarize this form will result in automatic rejection of bid.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Contractor and the Borough of Aberdeen do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Borough 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 Borough in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Borough, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Borough grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough 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 Borough 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 Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Borough or its representatives.

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

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

Signature

Date

BID SECURITY

This proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

- A. Surety Bid Bond _____
- B. Certified/Treasurer's Check _____
- C. Cashiers Check _____

The amount of _____ (\$ _____) payable to the
Borough of Matawan

The Bidder hereby agrees that if this proposal shall be accepted by the Borough, and the Bidder shall fail to execute and deliver the contract and the required Performance Bond or other required documents in accordance with the requirements of this proposal and other sections of the contract documents within the time specified, then the Bidder shall be deemed to have abandoned the contract and thereupon the proposal and acceptance shall be null and void and the security accompanying the proposal shall be forfeited to, and retained by, the Borough, as liquidated damages for such failure or neglect, and to indemnify the Borough for any loss which may be sustained by failure of the Bidder to execute the contract and furnish documents as aforesaid. Nothing in the specifications and contract documents shall prevent the Borough from recovering actual damages over and above the sum of the forfeited bid security.

In compliance with the laws of the State the Bidder is:

An Individual _____

A Partnership _____

of _____ having principal offices at

CONSENT OF SURETY

In consideration of the premises, and of one dollar to it in hand paid by the Bidder, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the Borough, and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded, it will pay, on demand, to the said Borough any difference(s) between the sum bid by said corporation, person or persons and the sum which the said Borough may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers, this

_____ Day of _____ 2007.

ATTEST:

_____ BY _____

Surety (SEAL)

ATTEST:

_____ BY _____
Title

PREVAILING WAGE AFFIDAVIT

I herby certify as follows:

1. I am the duly authorized agent of _____ to make this certification on behalf of _____, the contractor.
2. I am compliant with N.J.S.A.34:11-56.25 et Seq. (Prevailing Wage Rates).
3. I have reviewed the prevailing wage rate determination within the bid package.
4. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted the construction. Contractors and the subcontractors who fail to provide these records are subject to penalties of up to a maximum of \$250.00 for the first violation and up to \$500.00 for subsequent violations.
5. I have read this statement and I know the contents and know the same to be true to my own knowledge.
6. I, therefore, certify that the bid submitted herewith to be in compliance to the Prevailing Wage Rate.

Signature of Contractor

Print Name

Date

BIDDERS QUALIFICATION STATEMENT

1. How many years have you been in business under your present business name?

2. Have you, your organization, partners or officers failed to complete a municipal contract or defaulted under any such contract? If yes, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)

3. Did you, your organization, partners or officers ever withdraw your bid after being designated the lowest bidder on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)

4. Have you, your organization, partners, or officers been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

5. Are there any unsatisfied judgments recorded against you, your organization, partners, or officers? If so, give details, including the name and the address of each judgment creditor and the amount of each judgment.

6. The period of time you, your organization has been continuously engaged in this type of development, operation and maintenance program in New Jersey under the name in which the proposal is submitted.

Any information submitted in the Bidder's Qualification sheet which is false or misleading may be grounds for disqualification of the bidder and rejection to his bid.

BIDDERS PERSONNEL

NOTE: Give the names of all officers of corporation

NOTE: Give the name of the executive who will give personal attention to work whenever required.

SUBCONTRACTOR LIST

If needed in the performance of this bid, the following subcontractors will be employed to perform the following work:

1. Name & Phone #: _____

Address: _____

Work: _____

2. Name & Phone #: _____

Address: _____

Work: _____

3. Name & Phone #: _____

Address: _____

Work: _____

4. Name & Phone #: _____

Address: _____

Work: _____

5. Name & Phone #: _____

Address: _____

Work: _____

EXPERIENCE STATEMENT SHALL BE ATTACHED FOR EACH OF THE ABOVE SUBCONTRACTORS.

SITE VISITATION STATEMENT

I, _____

Of _____

the Bidder making Bid for Grass Cutting & Lawn Maintenance certify that I or my authorized representative has personally inspected the job sites.

By: _____
Signature

Title

Typed or Printed Name of Bidder

(Corporate Seal)

Subscribed and sworn to before me this _____ day of _____, 2007.

(Seal)

My Commission Expires On: _____

IMPORTANT: This form must be completed by Bidder

DEBARRED, SUSPENDED and DISQUALIFIED BIDDER AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF)

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

I am _____, an officer of the firm(s) of _____
_____ the bidder making the proposal for the above named work, and that I executed the said proposal
with full authority to do so; that said bidder at the time of making this bid, {as applicable, insert "is" or "is
not"} included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified
Bidders; and that all statements contained in said proposal and in this affidavit are true and correct, and made
with the full knowledge that _____ as Local Unit relies upon the truth of the
statements contained in said proposal and in the statements contained in this affidavit in awarding the
contract for said work The undersigned further warrants that should the name of the firm making this bid
appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to,
and during the life of the contract, including the Guarantee Period, that the Local Unit shall be immediately
so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a contractor is subject to debarment,
suspension and/or disqualification in contracting with the State of New Jersey and the Department of
Environmental Protection if the contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed
therein, and as determined according to applicable law and regulation.

Name and Address of Contractor

Name and Title of Affiant

Subscribed and Sworn
Before me this _____ day
Of _____, 20____

Notary Public: _____

My commission expires _____, 20____

Signed: _____

By: _____
Signature of Officer or Individual

If BIDDER is:

An Individual

By _____
(SEAL)

(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____
(SEAL)

(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____
(SEAL)

(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above)

DEVIATIONS AND/OR EXCEPTIONS

All deviations or exceptions from the specifications must be clearly enumerated; otherwise, delivery shall be in conformance to the specified requirements.

Signed: _____

By: _____
Signature of Officer or Individual

Firm: _____

Address: _____

This proposal is accompanied by a bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of _____
Certified Check
Cashier's Check is in
Bid Bond

the amount of _____ (\$_____)

Payable to _____

The undersigned hereby agrees that if this proposal shall be accepted by the Borough, and the undersigned shall fail to execute and deliver the contract and the required Performance Bond or other required documents in accordance with the requirements of this proposal and as stated under instructions to Bidders within the time specified, then the undersigned shall be deemed to have abandoned the contract and thereupon the proposal and acceptance shall be null and void and the security accompanying the proposal shall be forfeited to and retained by the Borough, as liquidated damages for such failure or neglect, and to indemnify the Borough for any loss which may be sustained by failure of the Bidder to execute the contract and furnish documents as aforesaid.

The undersigned is _____
An Individual
A Partnership under the laws of the State
A Corporation

Of _____ having principal offices at

Signature: _____

Date: _____

II. BOROUGH OF MATAWAN SPECIFICATIONS

ITEM 1: A. MATAWAN MUNICIPAL COMMUNITY CENTER, 201 Broad Street

Lawn: FOR A TOTAL OF 33 CONSECUTIVE WEEKS BEGINNING EARLY MAY-
Lawn will be cut once a week to a 2 ½” grass length. Cutting will consist of cleaning and removing debris from lawn, bagging and removing all grass clippings. Edging to be done once every other week.

Bed: All beds will be weeded continuously throughout the year. Beds will be edged twice a year. Traflan will be applied to keep the weeds down.

Chemical Program: Four applications of fertilizer as follows:

19-4-6 Late March or early June

30-3-3 Late May or early June

40-6-00 Sulphur coated late Aug. or early Sept.

10-6-4 Mid Oct. or early Dec.

Two applications of weed control (TRIMED) will be applied April and June. One application crab grass pre-merge (BAYLAND) late March or early April and if needed early July. One application insecticide (OFTHANOL OR DIAZANANE) will be applied mid June to July. One fungicide (CHIPCO) will be applied as needed.

All plant material will be sprayed with liquid SEVE if any infestation shall occur. Spot seeding shall be applied late Fall and early Spring.

Shrubs: Shrubs and small trees will be pruned twice a year - Spring and Fall. All branches will be removed.

Trimming of uncut grass around all structures, ornaments, fences and lamp posts, etc. shall be completed on a weekly basis. Edging of all concrete walkways, ramps and curbs shall be completed on a weekly basis.

Spring and Fall Cleanup: Will consist of cleaning all beds, curbs, and sidewalks of any unwanted debris and leaves. Parking lots will be blown out and swept of winter snow materials, salt and sand.

Inspection by a DPW official will be made after each cutting event before payment is authorized.

B. TERHUNE PARK, South Street

C. MEMORIAL PARK, Main & Broad Street

Lawn: For a Total of 33 Consecutive Weeks Beginning early May- Lawn will be cut once a week to a 2 ½” grass length. Cutting will consist of cleaning and removing debris from lawn, bagging and removing all grass clippings. Edging every week.

Trimming of uncut grass around all structures, ornaments, fences and lamp posts, etc., on a weekly basis.

Edging of all concrete walkways, ramps and curbs.

Inspection by a DPW official will be made after each cutting event before payment is authorized.

ITEM #2: BALLFIELDS AND PARKS

All ball fields and Parks cut once a week to 2 ½” Grass Length. Cutting will consist of cleaning and removing debris from lawn, bagging and removing all grass clippings. Ball fields are to be cut Monday-Friday 7:00 am – 3:00 pm. There shall be no cutting of ball fields scheduled on Saturday or Sunday. All Parks are to be cut once a week as stated above – no special times needed.

BALLFIELDS:

1. Gravelly Brook Park, located on Claire Court
2. Freneau Ball Field, located on Freneau Avenue (Route 79)
3. M.M.C.C., located on Broad Street

PARKS:

1. Clinton Street Park, located on Clinton Street
2. Jackson Street Park, located on Jackson Street
3. Lake Front Park, located on Ravine Drive

Spring and Fall Cleanup: Will consist of the cleaning all beds, curbs, and sidewalks of any unwanted debris and leaves at all parks listed.

ITEM #3: OPEN LOTS AND OTHER BOROUGH OWNED PROPERTIES

All Open Lots and Borough Owned Properties shall be cut and trimmed once every two weeks to a 2 ½” grass length. Cutting will consist of cleaning and removing debris from lawn, bagging and removing all grass clippings.

OPEN LOTS AND OTHER BOROUGH OWNED PROPERTIES:

1. Poet's Drive Cemetery, located on Poet's Drive
2. Route 516 Cemetary, located on New Brunswick Avenue
3. Detention Basin, located on Tina Court
4. Detention Basin, located on Angelica Court
5. Burrowes Mansion, located on Main Street
6. Board of Health Building and Lot, located on Broad Street

7. Oak Knolls Islands and Entrance, located on Oak Knoll Drive
8. Matawan Train Station, located on Station Plaza
9. Island, located on Washington Avenue
10. Closes Park, located on Main Street
11. Matawan Police Department, Main Street

Application of weed control chemical at the appropriate time(s) at the following locations:

Train Station Parking Lot
Matawan Municipal Center Parking Areas (Broad St. and Church St.)
Matawan Municipal Water Treatment Plant
Middlesex Road Water Tank
Ryers Lane Water Tank
Matawan DPW Garage
Matawan Police Station

PROPOSAL FORM

GRASS CUTTING AND LAWN MAINTENANCE

TO: The Borough Manager
Of The Borough of Aberdeen

The undersigned, having read and understood the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATION and all other papers included in this bid document shall comply with all the terms, covenants and agreements if awarded the contract.

Accompanying this proposal is a ten percent deposit in satisfactory form, as outlined in ADVERTISEMENT TO BIDDERS.

The undersigned is a _____ under the laws of the State of _____, having principal offices at:

I. BOROUGH OF MATAWAN

Item #1	M.M.C.C., Terhune Park, & Memorial Park	\$ _____	\$ _____
Item #2	Ball fields and Parks	\$ _____	\$ _____
Item #3	Open Lots and Other Borough Owned Properties	\$ _____	\$ _____
TOTAL COST OF ITEMS 1 THRU 3		\$ _____	\$ _____

	PRICE FOR ONE YEAR CONTRACT	PRICE FOR SECOND YEAR OPTION
I. BOROUGH OF MATAWAN (Total of Item's 1 thru 3)	\$ _____	\$ _____
TOTAL BID	\$ _____	\$ _____

Please type total bid amounts:

Total Bid One Year Contract: _____

Total Bid Second Year Option: _____

Name of Firm

Address

City, State, Zip Code

Telephone Number

Signature

Print Name & Title

Date