

**MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**  
**PROPOSAL**  
**GENERAL CONDITIONS AND DETAILED SPECIFICATIONS**  
**FOR**  
**LANDSCAPING SERVICES**  
**AT ROOSEVELT CARE CENTER FACILITIES**

**CONTRACT NO. 18-04**

Leonard J. Roseman  
CHAIRMAN

H. James Polos  
EXECUTIVE DIRECTOR

**MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**

**FURNISH AND DELIVER**

**LANDSCAPING SERVICES**

**AT ROOSEVELT CARE CENTER FACILITIES**

**CONTRACT NO. 18-04**

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**DETAILED SPECIFICATIONS**

00600 Services

Middlesex County Improvement Authority  
Landscaping Services at  
Roosevelt Care Center Facilities

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NOTICE TO BIDDERS

Sealed Bids for Landscaping Services, will be received by the Middlesex County Improvement Authority

(Authority) at their office, Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (Physical Location - South Brunswick, New Jersey) until 12 noon prevailing time, on Thursday, January 25, 2018, at which time and place the Bids will be publicly opened and read aloud. Bids received after said time shall be rejected.

The Contract consists of furnishing and delivering Landscaping Services for the Middlesex County Improvement Authority at the Roosevelt Care Center facilities. All Bids shall be made on forms furnished and shall be enclosed in a sealed envelope marked on the outside with "PROVIDE LANDSCAPING SERVICES AT ROOSEVELT CARE CENTER FACILITIES BID ENCLOSED," and directed to the attention of Kevin McQueeney, Qualified Purchasing Agent, Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (Physical Location - South Brunswick, New Jersey). The name of the Bidder, Bidder's address and the date of the bid opening shall be plainly marked on the outside of the envelope.

INDIVIDUALS AND/OR FIRMS ARE TO SUBMIT ORIGINAL AND THREE (3) COPIES OF THEIR RESPONSE, AND SHALL TITLE THE SERVICE AS INDICATED ABOVE; "PROVIDE LANDSCAPING SERVICES AT ROOSEVELT CARE CENTER FACILITIES-BID ENCLOSED".

Specifications and Bidding Documents may be examined at the office of the Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (Physical Location - South Brunswick, New Jersey). Copies of the Bidding Documents may be obtained at the office of the Authority on or after Tuesday, January 9, 2018 between 9:00 a.m. and 4:30 p.m. The Authority is not responsible for full or partial sets of Bidding Documents, including any addenda, obtained from any other source. Copies of the specifications and bidding documents are available on the Authority website at <http://www.mciauth.com/publicnotice.htm>. Bidders obtaining copies from the website are responsible for monitoring the website for the issuance of any addenda.

Each Bid must be accompanied by bid security in the amount of ten percent (10%) of the Bid, not to exceed Twenty Thousand Dollars (\$20,000.00), and in the form of a certified check or cashier's check or a Bid Bond executed by the Bidder and a surety company authorized to do business in New Jersey made payable to the Middlesex County Improvement Authority. Bidders

must provide a consent of surety indicating the willingness of the surety to provide a performance and payment bond as required by the specifications.

Each Bidder must complete and sign all applicable documents which must accompany the Bid and submit these with the Bid in order to be eligible for consideration for award of a contract.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, Affirmative Action; P. L. 1963, c. 150 Prevailing Wage Act; P.L. 1977, c. 33, Disclosure of Interests; and P.L. 2004, c. 57 Business Registration Certificate, all as amended and supplemented.

The Authority reserves the right to reject any or all bids, to waive any informalities in any bid, or to award separate contracts or a lump sum contract (as applicable) in such a manner as shall be in the judgment of the Authority deemed, in the best interest of the Authority, all in conformity with the law.

Anthony Raczynski  
Secretary

Middlesex County Improvement Authority  
Leonard J. Roseman, Chairman

## **SECTION 00200**

### **GENERAL CONDITIONS**

#### **.1 BACKGROUND INFORMATION**

The Middlesex County Improvement Authority (hereinafter also referred to as MCIA, Authority or Owner) is interested in obtaining landscaping services for Roosevelt Care Center at Edison, including the facility at 118 Parsonage Road and the Barbara E. Cheung Memorial Hospice Building at 25 Oakwood Avenue and for Roosevelt Care Center at Old Bridge, 1133 Marlboro Road, Old Bridge, New Jersey.

This Contract consists of furnishing and providing landscaping services (hereinafter referred to as the "Services") in accordance with the Detailed Specifications attached hereto and made a part hereof. The Services shall be supplied at the ROOSEVELT CARE CENTER FACILITIES.

The specific responsibilities of the Successful Bidder(s) for the Furnishing and Delivering of the Services are specified in detail in these General Conditions and Detailed Specifications.

#### **.2 RECEIPT AND OPENING OF BIDS**

The Middlesex County Improvement Authority invites Bids on the forms attached hereto, all blanks of which must be appropriately filled in by typewriter or in ink. Bids will be received at the time and place set forth in the Advertisement for Bids at which time, they shall be publicly opened and read aloud.

#### **.3 SCOPE OF WORK**

The furnishing and delivering of the Services (hereinafter also referred to as the "Work" ) under this Contract embraces the furnishing of all labor, materials, equipment, supplies, fuel, facilities, tools, transportation, supervision, administration, scheduling and all things necessary to supply and deliver the Services detailed in the Specifications.

#### **.4 "BUY AMERICAN" PROVISION**

Only manufactured and farm products of the United States, wherever available, shall be used in the Work required by the General Conditions and Detailed Specifications.

#### **.5 PREPARATION AND AWARD OF BID**

All bids must be submitted upon the blank Proposal form annexed hereto. The Bid shall state the proposed price for each item of Work. Bidders shall not remove and submit Proposal pages separate from the volume of the General Conditions and Detailed

Specifications, but shall submit the Bid and bid security and all required other documents and submissions including but not limited to the Bid Form, Bid Proposal.

Certification of Shareholders, Officers or Partners, Debarred, Suspended and Disqualified Bidder Statement, Non-Collusion Affidavit, Business Registration Certificate, Resolution, Disclosure of Investment Activities In Iran and Bid Bond as required by the General Conditions and Detailed Specifications.

Each Bid, consisting of an Original, and three (3) copies shall be delivered to the MCIA in a sealed opaque envelope bearing on the outside the name of the Bidder, their address, and the name of the project for which the bid is submitted. If forwarded by mail, the envelope containing the bid must be enclosed in another envelope. The outer mailing envelope shall be addressed to the Middlesex County Improvement Authority, 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (physical Location - South Brunswick, New Jersey). The outer mailing envelope shall be clearly marked "PROVIDE LANDSCAPING SERVICES AT ROOSEVELT CARE CENTER FACILITIES BID ENCLOSED". The Authority shall not be responsible for nor be required to grant relief from non-delivery or late delivery of bids forwarded by mail or third party messenger/delivery services.

When the Bid is made on a unit price basis, the Bidder shall state, in the form of Bid, the price per unit of measure for each item of Work for which they will agree to carry out the Work, as well as the total price for each Bid item as determined by multiplying each estimated quantity by the price per unit of measure Bid therefore.

In evaluating Bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and the total price extension will be resolved in favor of the unit price written in words and the extension adjusted accordingly. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

If the Bid is made by an individual, his/her address shall be stated in and he/she shall sign the Proposal. If made by a partnership, joint venture or other similar business entity, its name and principal address shall be stated in and the Bid shall be signed by one or more of the general partners. If made by a corporation, its name and principal address shall be stated in the Bid and the Bid shall be signed by an authorized official of the corporation. A Bid submitted by any Bidder other than an individual shall be accompanied by appropriate evidence of the authority of the person signing the Bid to make a bid on behalf of and bind the Bidder.

Except where the MCIA exercises the right to reject any and all Bids, the MCIA will award a Contract to the lowest responsible, responsive Bidder for each location who furnishes adequate security therefor and complies with all requirements of the General Conditions and Detailed Specifications, after investigations are made to determine the Bidder's responsibility and capability.

The MCIA reserves the right to waive any informalities, award separate contracts or a lump sum contract or to reject any and all Bids. Any Bid may be withdrawn by properly notarized written request served to the Qualified Purchasing Agent, Middlesex County Improvement Authority prior to the scheduled time for opening of Bids or authorized postponement thereof. No Bid may be withdrawn after the above scheduled time for opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. Award or rejection of all Bids shall be made within sixty (60) days of receipt of Bids, or any agreed upon extension of the time for award as permitted by law, and no Bidder may withdraw a bid during this period.

#### .6 SUBCONTRACTORS/ ASSIGNMENTS

The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or their rights, title or interest in or to the same or any part thereof, without previous consent, in writing of the Authority, endorsed upon or attached to each copy of the Contract; and they shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract, unless by and with consent signified in like manner.

If the Bidder shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract in whole or in part or of their right, title or interest therein or in any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, at the option of the Authority, be revoked and annulled, and the Authority thereupon relieved and discharged from any and all liability and obligations growing out of the same to the Bidder and to their assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Bidder for the benefit of their creditors made pursuant to the statutes of the State of New Jersey; and no right under this Contract or to any money to become due hereunder, shall be asserted against the Authority in law or in equity by reason of any so-called assignment of this Contract or any part thereof, or any monies to become due hereunder unless authorized as aforesaid by the written consent of the Authority.

#### .7 BID SECURITY

Each bid shall be accompanied by bid security in the amount of ten percent (10%) of the Base Bid, not to exceed the amount of \$20,000.00. Bid security shall be in the form of a cashier's or certified check made payable to the order of the Middlesex County Improvement Authority, or a bid bond substantially in the form contained in the Specifications and Contract Documents. Bid security shall be returned to all except the apparent three lowest responsible, responsive Bidders within ten (10) days, excluding Sundays and Holidays, after opening of bids and the bid security of the remaining unsuccessful Bidders will be returned within three (3) days, excluding Sundays and Holidays, after execution of the Contract by the MCIA and the successful Bidder.

All bid bonds shall name the Middlesex County Improvement Authority as obligee and shall be issued by a surety authorized and licensed to transact business in the State of New Jersey by the New Jersey Department of Insurance. Each bid bond shall name and be signed by the Bidder as principal and shall be accompanied by a valid and effectively dated form of power-of-attorney evidencing the authority of the attorney-in-fact signing the bid bond on behalf of the surety to bind the surety.

#### .8 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon their failure or refusal to execute and deliver the Contract and any other documents or submissions required by the General Documents and Detailed Specifications within fifteen (15) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the MCIA, as liquidated damages and not as a penalty for such failure or refusal, the security deposited with their bid. The forfeiture of bid security shall not prevent the MCIA from recovering from the Bidder actual damages sustained beyond the limit of the bid security.

#### .9 PROJECT COMPLETION/ CONTRACT PERIOD

The Services shall be furnished in accordance with the Detailed Specifications.

#### .10 OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the General Conditions and Detailed Specifications (including all addenda) and to be fully informed and satisfied as to the conditions existing, the character and requirements of the proposed work, and the difficulties attendant upon its execution. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their-Bid.

Each Bidder must inform themselves fully of the conditions relating to the production and delivery of Work and the employment of labor therefor. Failure to do so will not relieve a successful Bidder of their obligation to furnish all equipment, material and labor necessary to carry out the provisions of this Contract. Insofar as possible, the successful Bidder, in carrying out this Work, must employ such methods or means as will not cause any interruption of or interference with the Work or any activities of the MCIA or any Contractor of the MCIA.

#### .11 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and dated copy of his or her power-of-attorney.

#### .12 ADDENDUM AND INTERPRETATIONS

No interpretation of the meaning of the General Conditions and Detailed Specifications or other prebid documents will be made to any Bidder orally. Every request for such an interpretation should be in writing, addressed to the Purchasing Agent, Middlesex County Improvement Authority. To be given



consideration, such requests must be received at least seven (7) days, excluding Saturday, Sunday and holidays prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the General Conditions and Detailed Specifications. For any bidders that pick up their bid packet at the Middlesex County Improvement Authority, any addendum if issued—shall be mailed by certified mail, sent by certified facsimile transmission or delivered by a certified delivery service to all prospective Bidders (at the respective address or telefax number furnished for such purposes), no later than seven (7) days, Saturdays, Sundays, and Holidays excepted, prior to the date for the opening of bids.

**BIDDERS OBTAINING COPIES OF THE SPECIFICATIONS AND BIDDING DOCUMENTS ON THE WEBSITE ARE RESPONSIBLE FOR MONITORING THE WEBSITE FOR THE**

**ISSUANCE OF ANY ADDENDA.** The failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the General Conditions and Detailed Specifications. The MCIA shall not be obligated to respond to any request for an interpretation of the General Conditions and Detailed Specifications. The MCIA shall not be responsible for any oral or other interpretation of the General

Conditions and Detailed Specifications, except as issued in accordance with this section.

.13 APPLICABLE LAWS

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout the term of the Work, and they shall be deemed to be included in the Contract the same as though herein written out in full.

.14 PARTNERSHIP AND STOCKHOLDERS DISCLOSURE

In accordance with P.L. 1977, c.33 and on the form included in the General Conditions and Detailed Specifications, each Bidder shall set forth the name and addresses of all stockholders in the Bidder corporation who own ten percent (10%) or more of its stock of any class or of all partners, limited partners or members in the Bidder partnership, limited liability company or limited liability partnership, who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholders, limited partners or partners is itself a corporation, limited liability company, limited liability partnership or partnership, then the names and addresses of the stockholders owning ten percent (10%) or more of the stock of any class of that corporation or of the limited partners or members owning ten percent (10%) or greater interests in that partnership, limited liability company or limited liability partnership, as the case may be, shall also be listed. The disclosure shall continue until all names and addresses of every individual stockholder, member, limited partner or partner exceeding the ten percent (10%) ownership criteria has been listed. Each Bidder shall execute the disclosure form in the manner required by the General Conditions and Detailed Specifications.

#### .15 DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER PROVISION

The Bidder shall submit with their Bid a sworn statement, in the form contained in the General Conditions and Detailed Specifications, signed by an officer or general partner of the Bidder, indicating whether or not the Bidder is at the time of the Bid included on the New Jersey State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The signature on the form shall be notarized. The Bidder will immediately notify the MCIA whenever it appears that the Bidder is on the State Treasurer's list.

#### .16 MECHANIC'S LIEN

The successful Bidder shall not permit any mechanic's liens or other encumbrances to be filed with respect to the Work or any labor, materials, supplies, or other items used in performing the Work or which are intended to or become part of the completed Work. If such a mechanic's lien or other encumbrance is filed, within forty-five (45) days of the filing thereof, the successful Bidder shall discharge such mechanic's lien or other encumbrance or shall post such security in sufficient amount and appropriate form with the proper authorities as may be necessary to satisfy such mechanic's lien or other encumbrance. In addition, and not by way of limitation to the MCIA's right to insist upon and obtain compliance with this Article

by the successful Bidder, the MCIA may employ other remedies set forth in the General Conditions and Detailed Specifications upon the breach of this Article.

#### .17 NON-COLLUSION AFFIDAVIT

Each Bidder shall submit with their Bid a properly executed Non-Collusion Affidavit in the form contained in the General Conditions and Detailed Specifications. The signature on the form shall be notarized.

#### .18 AFFIRMATIVE ACTION REQUIREMENTS

Each Bidder is required to comply with the provisions of New Jersey Department of Treasury, Affirmative Action Requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27.

#### .19 AWARD OF BID

The MCIA reserves the right to reject any or all bids, to waive any material defect or informality in any Bid and to award separate contracts or a lump sum contract (as applicable) if deemed to be in the best interests of the MCIA to do so. In case of tie bids, the MCIA shall have the authority to award orders or contracts to the bidder or bidders selected by the MCIA in its sole discretion.

#### .20 GUARANTEE

The Bidder guarantees that the Work will be of first quality throughout.

## .21 GOVERNING LAW

New Jersey law will govern the interpretation of the General Conditions and Detailed Specifications. Bidder consents to venue and jurisdiction in the State of New Jersey.

## .22 PARTIAL INVALIDITY

In the event any provision of the General Conditions and Detailed Specifications shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

## .23 "OR EQUAL" CLAUSE

Specific reference in the Detailed Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, with or without the words "or equal" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition, and the Bidder in such cases, may at their option use any article, device, product, material, fixture, form or type of construction, which in the judgment of the Authority, expressed in writing by the Authority, is equal to that named. In all cases, new material shall be used.

Prospective Bidders must insert the manufacturer's name and model name or number they are submitting quotations on in the appropriate place provided for on the bid sheet. If bidding on "or equal", Bidder shall include literature and specification sheets with the bid. The determination of equivalency shall be solely that of the Authority.

## .24 PAYMENT

Payments shall be made upon the approval of vouchers submitted by the successful Bidder in accordance with the requirements of the Authority and subject to the Authority's customary practices.

## .25 STATE SALES TAX EXEMPTION

The Authority is an organization exempt from the New Jersey State Sales and Use Tax Act, N.J.S.A. 54:32B-1, et seq., in accordance with Section 9 of the Act, N.J.S.A. 54:32B-9(a)(1).

## .26 PATENTS

The Bidder shall hold and save the Authority, its members, officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

## .27 ACCIDENTS, INJURIES, DAMAGES

If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the Authority in order to construct, erect, inspect, make delivery, install implement or remove property hereunder, the Contractor hereby covenants and agrees to take, use,

provide and make all proper, necessary and sufficient precaution, safeguards and protections against the occurrence or happening of any accidents, injuries, damages or hurt to any person or property during the progress of the Work herein covered, and to be responsible for, and to indemnify and hold harmless the Authority from the payment of all sums of money by reason of all or any such accidents, injuries, damages or hurt that may happen or occur upon or about such Work and all fines, penalties and loss incurred for or by reason of the violation of any city or borough ordinance, regulation of the laws of the State of New Jersey and of the United States while the Work is in progress.

Contractor will carry insurance to indemnify the Authority against any claim for loss, damage, or injury to property or persons arising out of the performance of the Contractor or of their employees and agents or the services covered by the Contract and the use, misuse or failure of any equipment used by the Contractor or their employees or agents, and shall provide certificates of such insurance to the Authority.

#### .28 PROTECTION OF ITEMS AND PROPERTY

The successful Bidder(s) shall continuously maintain adequate protection for all of its items and the Authority's property from injury, damage or loss arising in connection with the Contract.

#### .29 BIDDER'S INSURANCE

The Bidder shall procure and maintain:

A. Worker's Compensation and Employer's Liability Insurance shall be maintained in force during the life of this Contract by the Bidder covering all employees engaged in performance of this Contract in accordance with the applicable statute.

B. Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage shall be maintained in force during the life of the Contract by the Bidder. The policy shall be a comprehensive form general liability policy and shall include products/completed operation, independent contractors, contractual and broad form property damage liability coverage.

C. Comprehensive Automobile Liability Insurance covering Bidder for claims arising from owned, hired or non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property shall be maintained in force during the life of this Contract by the Bidder.

D. Certificates of the above coverages naming the Authority as additional insured, except worker's compensation policies, shall be submitted to the Authority. Coverage shall be with acceptable insurance companies only. All certificates shall contain a thirty (30) day notice of cancellation.

#### .30 LABOR

The Contractor shall and will be required to conform to the Labor Laws of the State of New Jersey and the various acts Amendatory and Supplemental thereto, and in accordance with the New Jersey Department of Labor and Industry Prevailing Wage Rate Determination. The rate of wages for all

laborers employed by the Contractor shall not be less than the prevailing rate so established for work to be performed under the terms of the Contract and a copy of the Determination of the Wage and Hour Bureau or other documents specifying the prevailing wages is considered as incorporated by reference as a part of the Contract.

### .31 DEFAULT OF CONTRACTOR

The Authority shall have the right in case of the failure, neglect or the refusal of the Contractor, to terminate the Contract at the expiration of three (3) days written notice to the Contractor served at its last known address according to the records of the Authority. At the expiration of said notice, the Authority may, at its option, proceed to enter into a contract for the performance of the Work, or perform the Work itself, provided, however, that the Contractor shall be responsible for the cost of providing the Work in excess of the Contractor's Bid. If the Authority shall declare the Contract in default, in the whole or in any part, such declaration of default shall in no way relieve or affect the liability of the Contractor.

### .32 BUSINESS REGISTRATION

In accordance with Chapter 57, P. L. 2004, Contractors are required to be registered with the New Jersey

Department of Treasury at the time of submission of its bid. Bidders should submit a copy of their Business Registration Certificate issued by the Department at the time of submission of the bid but must do so prior to contract award.

### .33 RECORDS RETENTION

Contractor shall maintain all documentation related to the Services under this contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

**SECTION 00300**

**AFFIRMATIVE ACTION**

o AFFIRMATIVE ACTION REQUIREMENTS

## SECTION 00300

### AFFIRMATIVE ACTION REQUIREMENTS

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

- a. 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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;
- b. 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;
- c. The contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the Public Agency Contracting Officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. 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.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.
- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities,

and labor unions, that it does not discriminate on the basis of age, race, 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;

- g. 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;
- h. In conforming with the targeted 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, race, 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:

- a. Letter of Federal Affirmative Action Plan Approval;
- b. Certificate of Employee Information Report; or
- c. Employee Information Report Form AA 302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) ).

The contractor and subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunities Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations and the MCIA shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



**SECTION 00400**

**BID FORM**

PROPOSAL OF: \_\_\_\_\_  
\_\_\_\_\_

hereinafter called "BIDDER", organized and existing under the laws of the State of \_\_\_\_\_, doing business as a Corporation, a Partnership, or an Individual.

TO THE: MIDDLESEX COUNTY IMPROVEMENT AUTHORITY hereinafter called "OWNER".

The Bidder agrees to furnish all plant, labor, materials, equipment, vehicles and other facilities and things necessary or proper for, or incidental to the completion of the Contract, as required by and in strict compliance with the time set forth in the General Conditions and Detailed Specifications, at the prices stated herein, and in accordance with the General Conditions and Detailed Specifications for:

**Contract No. 18-04  
Furnish and Deliver Landscaping Services  
at Roosevelt Care Center Facilities  
Middlesex County Improvement Authority**

This Bid includes all Work associated with the furnishing and delivery of the Landscaping Services, at Roosevelt Care Center Facilities as required by the General Conditions and Detailed Specifications.

By submission of this Bid, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication or agreement with any other bidder or with any competitor as to any matter relating to this Proposal.

Bidder hereby agrees to complete the Work under this Contract so that the Work shall be available for the Owner no later than as directed by the General Conditions and Detailed Specifications.

There is enclosed herewith a Certified Check or Cashier's Check or Bid Bond to the order of the  
OWNER in the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

Bidder

Name and Title

Subscribed and Sworn to  
before me this \_\_\_\_\_ day of  
, 20\_\_.

Notary Public of  
Commission Expires

**BID**

**FURNISH AND DELIVER LANDSCAPING SERVICES AT ROOSEVELT CARE  
CENTER FACILITIES FOR THE MIDDLESEX COUNTY IMPROVEMENT  
AUTHORITY CONTRACT NO. 18-04**

The Middlesex County Improvement Authority reserves the right to reject any or all bids, to waive any informalities in any Bid, and to award separate contracts or a lump sum contract (as applicable), whenever it is deemed to be in the best interest of the Middlesex County Improvement Authority to do so.

The Bidder agrees to furnish all labor, materials, vehicles, licenses, documentation, fuel, supplies, equipment and other facilities and things necessary or proper for or incidental to the completion of this Contract, as required by and in strict compliance with the applicable provisions of the General Conditions and Detailed Specifications, for the prices stated herein.

The Authority shall consider award of a Contract for the furnishing and delivery of the Services. All costs shall be reflected in the Bid prices and no annual escalations shall be considered.

**SHEET # 1 BID PROPOSAL - ROOSEVELT CARE CENTER AT EDISON**

118 PARSONAGE ROAD & 25 OAKWOOD AVE. (HOSPICE BUILDING)

MONTHLY COST OF LANDSCAPE SERVICES AS DESCRIBED IN SECTION 3.0 OF THE DETAILED SPECIFICATIONS:

APRIL: \$ \_\_\_\_\_

MAY: \$ \_\_\_\_\_

JUNE: \$ \_\_\_\_\_

JULY: \$ \_\_\_\_\_

AUGUST: \$ \_\_\_\_\_

SEPTEMBER: \$ \_\_\_\_\_

OCTOBER: \$ \_\_\_\_\_

NOVEMBER: \$ \_\_\_\_\_

**TOTAL ANNUAL LANDSCAPE SERVICES COST:** \$ \_\_\_\_\_ (1.)

(ADD THE SUM OF MONTHS APRIL THRU NOVEMBER)

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*Hourly Rates*

	<u>(LANDSCAPE)</u>	<u>(HARDSCAPE)</u>
Straight Time (Mon-Fri 8am-4:30pm)	\$ _____	\$ _____
Overtime (After 4:30pm Mon-Fri)	\$ _____	\$ _____
Saturday, Sunday	\$ _____	\$ _____
Holiday's: (New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas)	\$ _____	\$ _____

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Material Costs

Material Mark-Up \_\_\_\_\_ %

Rental Equipment Mark-Up \_\_\_\_\_ %

**BID EVALUATION SHEET**

**EDISON**

**TOTAL ANNUAL LANDSCAPE SERVICES COST:** = (1.) \$ \_\_\_\_\_  
(From Bid Proposal Page)

Straight Time Hourly Rate: \_\_\_\_\_ X 20 hrs/year = (2.) \$ \_\_\_\_\_

Estimated Annual Material Cost: = (3.) \$ 3,000.00

Material Mark-Up % \_\_\_\_\_ X \$3,000 year = (4.) \$ \_\_\_\_\_

Estimated Annual Rental Cost: = (5.) \$ 1,000.00

Rental Equipment Mark-Up % \_\_\_\_\_ X \$1,000 year = (6.) \$ \_\_\_\_\_

**TOTAL ANNUAL EVALUATED BID- (EDISON)** \$ \_\_\_\_\_ \*

Add the Sum of Numbers (1.) thru (6.)

\* The low bid for the Edison facilities comprising Roosevelt Care Center, shall be based on the lowest responsive, responsible TOTAL ANNUAL EVALUATED BID FOR EDISON.

**SHEET # 2 BID PROPOSAL - ROOSEVELT CARE CENTER AT OLD BRIDGE**

1133 MARLBORO ROAD

MONTHLY COST OF LANDSCAPE SERVICES AS DESCRIBED IN SECTION 3.0 OF THE DETAILED SPECIFICATIONS:

APRIL: \$ \_\_\_\_\_

MAY: \$ \_\_\_\_\_

JUNE: \$ \_\_\_\_\_

JULY: \$ \_\_\_\_\_

AUGUST: \$ \_\_\_\_\_

SEPTEMBER: \$ \_\_\_\_\_

OCTOBER: \$ \_\_\_\_\_

NOVEMBER: \$ \_\_\_\_\_

**TOTAL ANNUAL LANDSCAPE SERVICES COST:** \$ \_\_\_\_\_ (1.)

(ADD THE SUM OF MONTHS APRIL THRU NOVEMBER)

---

*Hourly Rates*

	<u>(LANDSCAPE)</u>	<u>(HARDSCAPE)</u>
Straight Time (Mon-Fri 8am-4:30pm)	\$ _____	\$ _____
Overtime (After 4:30pm Mon-Fri)	\$ _____	\$ _____
Saturday, Sunday	\$ _____	\$ _____
Holiday's: (New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas)	\$ _____	\$ _____

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Material Costs

Material Mark-Up \_\_\_\_\_ %

Rental Equipment Mark-Up \_\_\_\_\_ %

**BID EVALUATION SHEET**

**OLD BRIDGE**

**TOTAL ANNUAL LANDSCAPE SERVICES COST:** = (1.) \$ \_\_\_\_\_  
(From Bid Proposal Page)

Straight Time Hourly Rate: \_\_\_\_\_ X 20 hrs/year = (2.) \$ \_\_\_\_\_

Estimated Annual Material Cost: = (3.) \$ 1,000.00

Material Mark-Up % \_\_\_\_\_ X \$1,000 year = (4.) \$ \_\_\_\_\_

Estimated Annual Rental Cost: = (5.) \$ 500.00

Rental Equipment Mark-Up % \_\_\_\_\_ X \$500 year = (6.) \$ \_\_\_\_\_

**TOTAL ANNUAL EVALUATED BID- (OLD BRIDGE)** \$ \_\_\_\_\_ \*

Add the Sum of Numbers (1.) thru (6.)

\* The low bid for the Old Bridge facility, shall be based on the lowest responsive, responsible TOTAL ANNUAL EVALUATED BID FOR OLD BRIDGE.

Material markup shall not include mulch or fertilizer or any costs associated with providing items listed in Item D3.0. These costs shall be included in the bid. Materials markup shall be for any flowers, shrubs or the like purchased at the request of the Authority.

The low bid shall be based on the lowest, responsive, responsible TOTAL ANNUAL EVALUATED BID for each of the Edison and Old Bridge Facilities. Bidders must bid on all items for a facility to be considered responsive. Bidders may bid on one or both facilities. The prices bid shall remain in effect for the entire term of the contract.

It is agreed that the undersigned Bidder has complied and/or will comply with all requirements concerning licensing and with all other local, state and federal laws, and that no legal requirement has been or will be violated in making or accepting this Bid, in awarding the Contract and/or in the prosecution of the Work required thereunder.

Furthermore, the undersigned, as Bidder, declares that only the person or persons interested in this Bid as principal or principals is or are named below, that no other person than hereinafter named has any interest in this Bid or in the Contract proposed to be taken; that this Bid is made without any connection with any other person or persons making a bid for the same purpose; and that the Bid is in all respects fair and without collusion or fraud.

The undersigned further states that he has available adequate equipment and finances to properly and expeditiously prosecute the Work proposed and is prepared to present further information to substantiate this statement.

\_\_\_\_\_\*\*

By

Address

Subscribed and Sworn to  
before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

Notary Public of  
Commission Expires

\*\*Insert Bidder's Name. If a corporation, give State of Incorporation, using the phrase "A corporation organized under the laws of \_\_\_\_\_". If a partnership, give name of partners using



also the phrase "Copartners trading and doing business under the firm name and style of \_\_\_\_\_."

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the firm name and style of \_\_\_\_\_."  
\_\_\_\_\_."

NOTE: Each Bidder other than an individual shall append to its Bid appropriate evidence of the authority of the person signing the bid to bind the Bidder.

**SECTION 00400**

**SUPPLEMENTAL BID FORMS**

- o CERTIFICATION OF SHAREHOLDERS, MEMBERS, OFFICERS OR PARTNERS SECTION 00410 - **MANDATORY**
- o DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER STATEMENT - SECTION 00420 o AFFIDAVIT OF NON-COLLUSION - SECTION 00430
- o RESOLUTION - SECTION 00440 o BID BOND - SECTION 00450 - **MANDATORY** o BUSINESS REGISTRATION CERTIFICATE - SECTION 00460 o VENDOR INFORMATION SHEET - SECTION 00470 o DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - SECTION 00480

**ALL SUPPLEMENTAL BID FORMS MUST BE COMPLETED AND ACCOMPANY PROPOSAL AT THE TIME OF BID. FAILURE TO INCLUDE AN ITEM MARKED MANDATORY SHALL BE AUTOMATIC CAUSE FOR REJECTION.**

**SECTION 00410**

**CERTIFICATION OF SHAREHOLDERS, MEMBERS, OFFICERS OR PARTNERS**

ALL CORPORATE, LIMITED LIABILITY COMPANY, LIMITED LIABILITY PARTNERSHIP OR PARTNERSHIP BIDDERS MUST COMPLETE THIS FORM IN ACCORDANCE WITH N.J.S.A. 52:25-24.2.

List all shareholders, members, limited partners or partners with ten (10%) percent or more of the stock or interest in said corporation, limited liability company, limited liability partnership or partnership (all corporate partners or shareholders owning ten (10%) percent or more of the stock must disclose their holdings). If an entity has a ten percent (10%) or greater interest, disclosure shall continue until the interest is less than ten percent (10%).

<u>Shareholder/Partner/Member</u>	<u>Interest</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check here if no stockholder, member, limited partner or partner owns ten percent (10%) or more of the stock or interest in the corporation or partnership \_\_\_\_\_.

List all directors and officers of the corporation.

<u>Name</u>	<u>Address</u>	<u>Title</u> (list all positions held)
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that the information given above is true and correct as of \_\_\_\_\_.  
(Date of Bid)

I am aware that if any of the foregoing statements made by me above is willfully false, I am subject to punishment.

\_\_\_\_\_  
(Partner or Corporate (Title) Officer to sign)

NOTICE: If there are any questions concerning this form or its completion, refer to N.J.S.A. 52:25-24.2. Attach additional sheets if necessary.

**SECTION 00420**

**DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER STATEMENT**

I, \_\_\_\_\_ (Name of Officer), hereby solemnly swear that  
\_\_\_\_\_ (Name of Bidder) \_\_\_\_\_ (Insert "is" or "is not"), at  
the time of the Bid, included on the New Jersey State Treasurer's List of Debarred, Suspended, or  
Disqualified Bidders. Furthermore, I agree to immediately notify the Middlesex County Improvement  
Authority wherever it appears that \_\_\_\_\_ (Name of  
Bidder) is on the aforementioned New Jersey State Treasurer's List.

\_\_\_\_\_  
Name of Bidder

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Subscribed and Sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20

\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
Commission Expires \_\_\_\_\_

**SECTION 00430**

**NON-COLLUSION AFFIDAVIT FURNISH AND DELIVER LANDSCAPING SERVICES  
AT ROOSEVELT CARE CENTER FACILITIES**

STATE OF \_\_\_\_\_ :

ss:

COUNTY OF \_\_\_\_\_ :

I, \_\_\_\_\_, of the Municipality of \_\_\_\_\_, in the County of \_\_\_\_\_, 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 Bid for the above named project, and that I executed the said Bid 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 Bid and in this Affidavit are true, correct, and made with full knowledge that the Owner relied upon the truth of the statements contained in said Bid and in the statements contained in the Affidavit in awarding the Contract for the said Bid.

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 bonafide employees or bonafide established commercial or selling agencies maintained by

\_\_\_\_\_  
Name of Bidder

Bidder \_\_\_\_\_

By \_\_\_\_\_

Subscribed and Sworn  
to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public of \_\_\_\_\_  
Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant)

**SECTION 00440**

**RESOLUTION**

RESOLVED, that the following named officers:

(1)

Be and hereby are authorized and empowered to sign and submit to the Authority the attached bid and further that said officers are authorized to execute the Contract or any other agreement, bond, or statement necessary for the fulfillment of the obligations incurred by the acceptance of the Authority of the Bid.

I hereby certify that the above constitutes a true copy of a Resolution passed and approved by the Board of Directors at a meeting held on \_\_\_\_\_ (2 - Insert Date).

Affix Seal: (3)

(Secretary) (4) \_\_\_\_\_

**(IMPORTANT: ENTRIES MUST BE MADE AT THE FOUR (4) NUMBERED PLACES.**

**SECTION 00450**

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly  
bound unto the Middlesex County Improvement Authority as Owner in the penal sum of  
\_\_\_\_\_ (\$\_\_\_\_\_) DOLLARS for the payment of which, well and truly to  
be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

The condition of the above obligation is such that whereas the Principal has submitted to the  
Owner a certain bid, attached hereto and made a part hereof to enter into a Contract in writing to:

**Furnish and Deliver Landscaping Services at  
Roosevelt Care Center Facilities for the Middlesex  
County Improvement Authority  
Contract No. 18-04**

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed), otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST  
PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
SECRETARY

BY \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SECRETARY

BY \_\_\_\_\_  
ATTORNEY-IN-FACT

(SEAL)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
ADDRESS

NOTE: The Bid Bond shall be in the amount of ten percent (10%) of the Base Bid, not to exceed the amount of \$20,000.00 whether vendor Bids on one or both facilities. The Surety Company Attorney-In-Fact shall also submit a duly notarized Power-of-Attorney.



**SECTION 00460**

**BUSINESS REGISTRATION CERTIFICATE**

Bidders are required to be registered with the State of New Jersey Department of the Treasury at the submission of their bid. Bidders should submit a copy of their Business Registration Certificate at the time of bid submission but must do so prior to contract award.

**SECTION 00470**

**VENDOR INFORMATION SHEET**

VENDOR NAME:

VENDOR CONTACT PERSON:

TELEPHONE NO.

VENDOR TELEPHONE NUMBER;

VENDOR ADDRESS:

VENDOR TELEFAX NUMBER:

**SECTION 00480**  
**LANDSCAPE SERVICES - CONTRACT NO. 18-04**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Bidder Name:**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

\_\_\_ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for energy sector of Iran, AND

\_\_\_ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed accurate and precise description of the activities must be provided in part 2 below under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**NAME:** \_\_\_\_\_ **Relationship to Bidder**

**Description of Activities**

**Duration of Engagement** \_\_\_\_\_ **Anticipated Cessation Date**

**Bidder Contact Name** \_\_\_\_\_ **Contact Phone Number**

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 Middlesex County Improvement Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the MCIA to notify the MCIA 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 the certification, and 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 MCIA and that the MCIA at its option may declare any contracts(s) resulting from this certification void and unenforceable.

**Full Name (Print)** \_\_\_\_\_ **Signature:**

**Title**

**Date:**

**SECTION 00500**

**CONTRACT**

This Agreement, made this \_\_\_\_ day of\_, 2018

by and between the Middlesex County Improvement Authority herein called "OWNER," and

(a corporation - a partnership - an individual doing business as)

(address)

County of \_\_\_\_\_, State of

hereinafter called "CONTRACTOR".

Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the work described as follows:

**Furnish and Deliver Landscaping Services at  
Roosevelt Care Center Facilities**

**for the Middlesex County Improvement Authority  
Contract No. 18-04**

hereinafter called the Project, for the total price of per the attached proposal - not to exceed

(\$ ) Dollars under the terms as stated in the General Conditions and Detailed Specifications which are incorporated herein by reference; and the Contractor's own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete the Work as described in the General Conditions and Detailed Specifications, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract so that the Work shall be delivered to the Owner no later than as directed by the General Conditions and Detailed Specifications, or at such later date directed by the Owner.

In the event the Work is not available for use by Owner as required by the General Conditions and Detailed Specifications, Contractor agrees to pay the Owner additional damages, based on actual cost, which may be incurred by Owner for failure to provide the Work, as required by the General Conditions and Detailed Specifications.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions and Detailed Specifications, and to make payments on account thereof as provided in the General Conditions and Detailed Specifications.

The parties to this Contract agree to incorporate into this Contract the mandatory language of Subsection 3.4(a) of the Regulations promulgated by the New Jersey State Treasurer pursuant N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said Subsection 3.4(a) of said regulations.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original on the day first above mentioned.

ATTEST:

MIDDLESEX COUNTY IMPROVEMENT

AUTHORITY, OWNER:

\_\_\_\_\_  
Anthony Raczynski, Secretary  
(SEAL)

By: \_\_\_\_\_  
Leonard J. Roseman, Chairman

CONTRACTOR:

ATTEST/ WITNESS:

\_\_\_\_\_  
  
\_\_\_\_\_  
(Print name and title)  
(SEAL)

By: \_\_\_\_\_  
  
\_\_\_\_\_  
(Print Name and Title)

Address

## SECTION 00600

### DETAILED SPECIFICATIONS

#### D 1.0 INTENT

It is the intention of these specifications to describe to prospective bidders the requirements, terms and conditions related to the provision of landscaping services (the “Services”) for multiple MCIA Long Term Care sites including the complexes at 1133 Marlboro Road in Old Bridge and 118 Parsonage Road, and 25 Oakwood Ave in Edison, N.J.

**The “lump sum” contract services include all materials, labor, equipment, vehicles and supervision required to perform the services outlined in section “D. 3.0 Landscape Services”. Additionally, the successful bidder may be required to perform additional services on a T&M basis to include, but not be limited to: Installation/repair of paver stone or cement patios or walkways, removal/planting of trees, flowers or shrubs, installation/repair/replacement of irrigation, sprinkler or property drainage systems, installation/repair of fencing & gates, addition/ replacement of decorative stone, etc., installation/repair/replacement of outside signs, furniture and shade providing canopies. All work shall be done in a safe, professional manner. Workers operating equipment shall be aware of other people in the area and curtail operation until people are a safe distance from the work area.**

#### D 2.0 TERM OF THE CONTRACT

The term of the contract shall be for a period of twenty four (24) months, commencing upon notice to proceed, expected to be April 1, 2018 and terminating twenty four (24) months thereafter. The MCIA shall have the option of extending the term of the Contract each year, for a period of one (1) year. Notice of the election of the extension shall be provided within sixty (60) days prior to the termination of the first term. The successful bidder shall promptly execute and comply with the statutes, ordinances, regulations and requirements of federal, state, county and municipal governments during the term of the contract. If operations shall cease at any site, the contract will be terminated with respect to that site.

#### D 2.1 TERMINATION

It is understood and agreed to by the contractor, that the Authority may cancel this contract at any time by giving prior written notice of said cancellation to the Contractor within thirty (30) days prior to the effective cancellation date.

#### D. 3.0 LANDSCAPE SERVICES

##### Site Description

The Edison site consists of 2 distinct areas: the building at 118 Parsonage Road and the Hospice Building at 25 Oakwood Ave. next door to the “New” Building. The Old Bridge complex consists of the 180 bed facility located at 1133 Marlboro Rd. This contract is to include: Grass cutting, weed control and trimming of shrubbery. Particular attention shall be paid to the weed control in the flower beds, decorative stoned areas and mulched areas including the “Garden of Remembrance” at the

Hospice Building at the Edison complex. Weed control methods shall be used to control the growth of weeds in the parking lots and sidewalks as well. The flower beds will, most likely, need to be weeded by hand to keep weeds under control. There are extensive flower bed and mulched areas on the site. Weed control shall be performed once/month at a minimum.

### General Description of Services

#### April (One Time)

Clean out leaves, branches and winter debris from beds, property and lawns. Re-edge lawn and beds, clean walks and parking areas and place sprinkler systems in service. **All leaves, branches and debris must be removed from site.**

#### Maintenance (April through November)

Weekly cutting, edging and trimming lawn, trim shrubs as required, blow walks and parking area. **At a minimum, shrubs shall be trimmed at the beginning of May, July, Sept. and Nov.** Remove and dispose of leaves on all roads, parking lots, sidewalks and lawn areas. Maintain flower and tree bed areas by providing black mulch in April and removing weeds as required but no less frequently than once/month. Appropriate weed killer and manual means should be utilized to keep weed growth in the flower beds to a minimum. Weed killer should be applied to parking lots and roadways as required but weeds should be sprayed monthly as a minimum. **The Old Bridge site is planted with a “Meadow Mix” in portions of the property**, specifically near the front entrance area, the drainage pond area and the hill on the south area of the property. These areas are intended to grow naturally but should be cut annually in late November.

#### Fall Clean Up (November)

Final grass cut, clean up and remove leaves, dead plants and debris. All debris to be removed from the site. Also, the sprinkler system for the “Garden of Remembrance” in Edison (approx 12 heads) and the entire site at Old Bridge (approx 70 heads) shall be secured for the winter by draining and blowing the system out with air.

#### Additional Details

- All mulching of existing tree and flower beds shall be included (black mulch)
- Plants at 118 Parsonage Road and Hospice Building (Edison) and Old Bridge shall be cut back after the growing season
- Incidental cutting and disposal of fallen tree branches and limbs (up to 6” in diameter) shall be included at no extra charge.

### Lawn Treatment

April	Pre-emergent weed control w/fertilizer (lawns)
April	Pre-emergent weed control in mulch areas
May	Weed control w/fertilizer
June	Insecticide w/fertilizer & weed control
July/Aug	Grub Control
September	Fertilizer & weed control
November	Fertilizer & lime

Contractor shall be properly licensed for any lawn treatment applications. Contractor shall be responsible for posting any signs or notices concerning the applications.

### D.5.0 METHOD OF AWARD

The contract shall be awarded to the lowest responsive, responsible bidder based on the **Total Old Bridge Annual Evaluated Bid**, and on the **Total Edison Annual Evaluated Bid** as outlined on the Bid Evaluation Sheet for the landscape services. Bidder must bid on all items for the facility bidder is bidding on to be deemed responsive. Bidders may bid on one or both facilities.

The MCIA reserves the right to determine the low bid in the case of a tie bid.

### D.6.0 METHOD OF PAYMENT – PAYMENT IN ACCORDANCE WITH CONTRACT BID AMOUNTS

Separate invoices shall be submitted for the Old Bridge & Edison sites (for the sake of invoicing, all Edison sites will be billed as one site)

Requests for payment must include a copy of the signed work ticket, invoices for any T&M parts, materials and/or rentals and mark ups. Payment will be approved for hours and materials on invoiced cost in accordance with the bid sheet. Travel time is not included.

Payment to Contractor shall be made in accordance with the Authority's standard payment procedures upon provision of proper documentation.

### D.7.0 LABOR

The Contractor shall and will be required to conform to the Labor Laws of the State of New Jersey and the various acts Amendatory and Supplementary thereto, and in accordance with the New Jersey Department Labor and Industry Prevailing Wage Rate Determination. The rate of wages for all laborers employed by the contractor shall not be less than the prevailing rate so established for work to



be performed under the terms of the Contract and a copy of the Determination of the Wage and Hour Bureau or other documents specifying the prevailing wages is considered as incorporated by reference as a part of the contract documents.

#### D.8.0 LAWS AND ORDINANCES

All work shall be performed in all respects, in strict conformity to all laws, regulations and ordinances of the federal, state, county and municipal fire Underwriters and the utility companies which are in force at the time of inspection and/or repair work. Contractor shall be responsible for obtaining any required permits.

#### D.9.0 ORAL INSTRUCTIONS

Neither the MCIA nor their authorized representatives shall be responsible in any way for oral answers unconfirmed in writing, to any inquiries regarding the intent or meaning of the details, or the specifications, or for any oral instruction by themselves, their employees or others.

#### D.10.0 FAMILIARIZATION

Prospective bidders are required to completely familiarize themselves with the scope of work required and the conditions to be met by arranging a site visit. The bidder covenants and agrees that they have satisfied themselves with their own investigation of the conditions to be met and that they fully understand their obligation and that they will not make any claim for or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information. This is an important and irrevocable part of any resulting contract. Requests for site visits should be made to Peter Urbanski (732-767-4047) at the Edison site and Vincent LaFata (732-360-9865) at the Old Bridge site.

#### D. 11.0 PROVISION OF MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets shall be provided on any products applied or supplied by the Contractor.