

**GROUNDSKEEPING AND  
TURF CARE MAINTENANCE**

**REQUEST FOR PROPOSALS**

**Delran Township Board of Education**

**52 Hartford Road**

**Delran, NJ 08075**

**(856) 461-6800**

## ADVERTISEMENT – REQUEST FOR PROPOSALS

Notice is hereby given that sealed proposals will be received by the **Delran Township Board of Education** (“Owner”) and opened and read in public at the Delran Township Board of Education Administrative Building, 52 Hartford Road, Delran, New Jersey 08075 **on April 25, 2017 at 10:00 AM.** for:

### **GROUNDSKEEPING AND TURF CARE MAINTENANCE**

The work of this contract includes all materials, equipment and services necessary to perform groundskeeping, turf field maintenance and landscaping work, as well as snow removal upon request, at various School District facilities as fully set forth in the Request for Proposals (“RFP”).

This RFP is being issued pursuant to the competitive contracting process, N.J.S.A. 18A:18A-4.1 et seq., which process has been approved by the New Jersey Department of Community Affairs by letter dated March 8, 2017. The contract will be for an initial period of two years, with options for renewal by the Owner for up to a total of five years.

No proposals will be received after the above date and time unless the date and time for the opening is changed by duly issued addendum. Proposals received after the date and time established by the Owner will be returned unopened.

All Proposals must be submitted in a sealed envelope addressed to the **Delran Township Board of Education, 52 Hartford Road, Delran, NJ, 08075**, clearly marked on the outside with the company name and address of the vendor submitting the proposal and the following information:

### **PROPOSAL FOR: GROUNDKEEPING AND TURF CARE MAINTENANCE**

Any general requests for information regarding this Advertisement should be directed to the Business Administrator/Board Secretary. Questions will not be entertained after 5:00 p.m. on the third (3<sup>rd</sup>) business day before the proposal submission deadline unless the Owner, in its sole discretion, believes that an answer is required in order to maintain a competitive process.

Each proposal must be accompanied by a Proposal guarantee in the form of a cashier’s check, certified check, or treasurer’s check drawn upon an incorporated bank or trust company and payable to Delran Township Board of Education or a Proposal bond conforming to the specifications, in the amount of 10% of the bid, but not in excess of \$20,000.00. No Respondent may withdraw his Proposal within 60 days after the actual date of Proposal opening thereof.

**A Pre-bid/proposal meeting will be held on April 12, 2017 at 10:00 AM** at the Delran Board of Education Administration Building, 52 Hartford Road, Delran, New Jersey 08075. This meeting will be to answer questions or clarify the scope of work. Attendance is not mandatory; however, respondents or contractors will be responsible for all information conveyed at this meeting.

The Owner reserves the right to reject any or all proposals, to the maximum extent of its lawful discretion.

Vendors submitting proposals are required to comply with the requirements of P.L. 1975, C. 127, N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, P.L. 1977, C. 33 (Stockholder or Partnership Disclosure Requirement) and the Business Registration provisions of N.J.S.A. 52:32-44. The above listing of relevant statutes and regulations is informational only and not intended to be all-inclusive. Respondents are required to comply with all applicable laws and regulations.

Notice: Vendors submitting proposals are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, C.271, S.3) if the Vendor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Vendor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at [www.elec.state.nj.us](http://www.elec.state.nj.us).

The Owner assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the contract documents or the receipt or failure to receive proposals, including those which may arise from delay for any reason in obtaining or submitting the proposal, including but not limited to traffic delay, messengering, mis-labeling, mis-directions from any source, mis-delivery or otherwise.

## INSTRUCTIONS FOR PROPOSALS

**These instructions form a part of the contract. Vendors submitting proposals are urged to carefully review the Contract Documents as a whole, and all matters described therein, prior to submitting a proposal.**

### 1. Summary of Work

By way of brief summary, the Work includes the provision of all materials, equipment and services necessary to perform groundskeeping, turf field maintenance and landscaping work, and snow removal upon request, at various School District facilities, as more specifically set forth herein.

### 2. Duration of Contract

The initial term of this contract shall be for May 15, 2017 through May 14, 2019. The Board retains the right to renew the contract for up to three (3) additional one-year renewals, for a total contract duration of up to five (5) years (through May 14, 2022).

### 3. Definitions

- a. **Applicable Law** - Refers to any federal, state, county or local regulation, ordinance, resolution, enactment, requirement, permit, decision or ruling of any government agency with which compliance is required.
- b. **Award** – The Owner’s acceptance of the proposal submitted by the Vendor whose Proposal receives the highest score according to the criteria set forth herein, the legal effect of which shall bind said Vendor to further performance required hereunder.
- c. **Proposal / Proposal Submittal** - All of the information submitted by the Vendor in response to the Owner’s Request for Proposals. A Proposal shall be timely, complete and conform to and comply with the requirements of the RFP and Contract Documents. The Proposal price shall be the full inclusive value of finished Work and shall cover profit and all obligations of every kind which shall be borne by the successful Vendor.
- d. **Respondent(s) / Contractor(s) / Vendor(s) / Respondent(s)** – Refers to any person or entity (corporation, partnership, joint venture or otherwise) submitting a Proposal. The recipient of an award of contract by the Owner, is referred to as the successful Respondent, Contractor or Vendor, as appropriate.
- e. **Proposal Opening / Proposal Date and Time** – Refers to the point until which and in accordance with the RFP/Contract Documents, Proposals will be received as timely, thereafter opened and read aloud, as stated in the Advertisement or duly issued Addendum.
- f. **Board or Owner** – Refers to **Delran Township Board of Education** and, where appropriate, its members, administrators, officers, employees, agents, assigns and representatives.
- g. **Work** – The provision of goods and/or services required by the RFP and the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor’s obligations. The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.
- h. **Contract Documents** – all documents included in this RFP and the Agreement (Contract Form 1), any and all Conditions of the Contract (General, Supplementary and other Conditions),

Instructions, Proposal and Contract Forms, Drawings, Specifications, Addenda issued prior to bid, and modifications issued after execution of the Agreement.

4. Right to Make Changes.

Any description of the Work notwithstanding, the Owner retains the absolute and unabridged right to alter the Work in any respect, at any time before or after award of contract, including by withdrawing the Advertisement, changing, adding or deleting its scope, or, in the case of a partial or revised Work for which an award is made, to insist upon complete and satisfactory performance of Work consistent with the basis on which said award is made.

5. Basis of Award:

In the event the Owner determines to make an award, it will award the contract to the Vendor submitting the proposal that receives the highest score according to the following criteria:

a. **Management Criteria (5%)**

Respondents must describe their on-site organization and off-site support for this assignment. The on-site personnel should have knowledge and experience in working with a school district that is the same approximate size and complexity as the Delran Township School District. A description of the Respondent's off-site support for this assignment should also be provided.

b. **Criteria for GroundsKeeping and Turf Care Maintenance (20%)**

Respondents must include their ability to serve the School District's Groundskeeping and Turf Care Maintenance functions. Information should include appropriate work schedules, pesticide/irrigation licensing and certificates (as per Proposal spec). A list of all equipment and chemicals to be used should be disclosed.

c. **Quality of Proposal (10%)**

Proposals will be evaluated on their clarity and responsiveness to the request for proposal. The ability of a proposal to address the various aspects of the School District's requirements of Grounds keeping employees will be carefully reviewed and evaluated. A respondent's use of supplies, chemicals, and equipment and the quality of each will also be considered.

d. **Performance Record Criteria (35%)**

Respondents are required to submit a representative sampling of client school districts currently being served. Specifically, the ability to manage and maintain all aspects of athletic fields and irrigation systems. If a respondent does not have school district clients, then a list of public or private entities of similar size and complexity as the Delran Township School District should be included. The proposal should identify the individual in each of the client organizations that can be called to assess the Proposer's performance.

e. **Cost Criteria (20%)**

Respondents will be required to provide an annual base price for contracts for grounds, landscaping and turf maintenance (all-inclusive), as well as pricing for snow removal and related services as specified.

f. **Financial Stability and Strength Criteria (10%)**

Preference will be given to respondents that have the appropriate experience, financial strength/stability, and resources—both human and financial—to provide the services being proposed. Respondents are required to provide financial information that consists of annual reports and certified financial statements for the two most recent years. Respondents are also required to provide a Proposal bond for 10% of its base Proposal for the first year of the proposal price. Consent of surety is also required to be included with the proposal. The Proposal bond and consent of surety must be issued by a New Jersey licensed insurance company.

6. Method of Award:

Notification of the acceptance of the proposal and award of a Contract will be made within 60 (sixty) days after the opening of the proposals. The Contract will be awarded after due consideration of all relevant factors set forth above. In the event of tied proposals, final selection will be made at the Owner's discretion.

7. Submission of Proposals:

(a) Proposals shall be submitted at the time and place indicated in the Advertisement and shall be included in an opaque sealed envelope addressed to the **Business Administrator/ Board Secretary** and marked with the project title and name and address of the Respondent and accompanied by the Proposal Security and other required documents. The Owner shall not be responsible for the premature opening and disqualification of any proposal not so marked.

(b) No proposals will be received after date and time indicated unless the contract is re-advertised. Respondents will be held responsible for ensuring that their Proposals are received in accordance with the instructions stated herein and a late Proposal will not be considered even though it became late as a result of circumstances beyond the Respondent's control. Proposals received by the Owner after the deadline for submission of Proposals will be returned unopened to the Respondent.

(c) A Respondent shall be responsible to assure that its Proposal is prepared and submitted based upon a complete set of Bidding Documents, including all Addenda. Any failure to secure or utilize complete Bidding Documents, whether inadvertent or otherwise, shall remain the sole responsibility of any prospective or actual Respondent.

(d) Respondents will not be reimbursed for any costs incurred in connection with preparation or submission of their Proposal or for any visits to the Owner's offices or the site.

8. Complete Proposal Submittal:

(a) Manner of Completion: Respondents shall fully and accurately complete all Proposal Forms as required, with all attachments. Failure to include any required pricing information will render such Proposal incomplete and non-responsive. A Proposal covering only part of the Work will be considered non-responsive and will be rejected. Any rejection of the specified language and contents of the Proposal Forms will also be sufficient grounds for the rejection of the Bid. Conditional Proposals will not be considered.

(b) All blank spaces in the Proposal Forms applicable to the Respondent shall be completely filled in. All insertions in the Proposal Forms and all other required submittals shall be typewritten. Signatures shall be handwritten in ink only, preferably in blue and shall be fully legible when photocopied. The Respondent shall type or print its name below its signature wherever it appears on the Proposal Forms. The completed Proposal shall have no interlineations or erasures except those necessary to correct errors made by the Respondent. Respondent shall initial all corrections.

(c) The Owner may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may waive informalities or may for any reason reject any and all bids.

**9. Pre-Bid Meeting and Obligation of the Respondent to Inspect**

A **Pre-bid/proposal meeting will be held on April 12, 2017 at 10:00 AM** at the Delran Board of Education Administration Building, 52 Hartford Road, Delran, New Jersey 08075. This meeting will be to answer questions or clarify the scope of work. Attendance is not mandatory; however, Respondents will be responsible for all information conveyed at this meeting

At the time of the opening of proposals, each Respondent will be presumed to have inspected the site(s) and to have read and become thoroughly familiar with the Contract Documents. The failure or neglect of any Respondent to receive or examine any form, instrument, or document shall in no way relieve any Respondent from any obligation with respect to its proposal.

**10. Proposal Modification, Withdrawal and Interpretation:**

(a) A Respondent may withdraw its Proposal at any time before the submission deadline by submitting a signed, written notice to the Owner delivered to the address specified in the Advertisement, stating that the Respondent is withdrawing its Proposal as submitted and requesting its return. Upon return of the Proposal pursuant to such written request, the Proposal shall be considered withdrawn for all purposes. Respondents withdrawing their Proposals may submit new Proposals before the Proposal Date and Time, provided that in all such cases the replacement Proposal is an entirely independent and conforming submission. Modifications of previously submitted Proposals shall not be permitted. Respondents seeking to make changes to their Proposals after they are submitted, must withdraw and resubmit their Proposals in accordance with the requirements of these Instructions.

(b) Respondents may not modify a non-responsive Proposal after opening of the Proposals in order to make it responsive; however, the Owner may request a Respondent to clarify its Proposal as long as no material modification is made. Any request for clarification and the response shall be in writing or by fax, but no material change in the price or substance of the Proposal shall be sought, offered, or permitted, except as may be required to confirm the correction of arithmetic or obvious clerical and/or typographical errors as set forth herein.

(c) Any inconsistency between words and figures will be resolved in favor of words. Any incorrectly totaled column of figures shall be deemed corrected to equal the mathematically correct sum. The Owner shall retain the right, in its sole discretion, to reconcile any other apparent or latent discrepancy or error as it deems appropriate, whether or not such resolution results in rejection of a Bid.

**11. Duration of Proposals:**

Each Proposal shall remain valid in accordance with N.J.S.A. 18A:18A-36. Submission of a Proposal constitutes an express representation of a Respondent that it will not attempt to modify, withdraw or cancel its Proposal for sixty (60) days after the Proposal Date and Time or such longer time to which the Respondent may agree, provided the Respondent agrees to extend the validity of its Proposal Security correspondingly).

**12. Respondent's Duty to Notify of Errors:**

(a) Respondent's Duty of Full Investigation: Respondent shall carefully study, compare, correlate and coordinate its obligations both within the RFP/Contract Documents and as to extrinsic

information that may in any way affect its obligations, including circumstances pertaining to the description of the Work required by the RFP/Contract Documents, the site or the use thereof in the performance of the Work, and any such other factors as may affect the Work. Except as specifically provided in the RFP/Contract Documents, the Contractor/Vendor assumes all risks and responsibility for any and all conditions and circumstances that pertain to the Work whether same are known or unknown to the Contractor/Vendor at the time of bidding.

(b) Notice: Notice of any alleged error, omission or inconsistency that should have been reasonably identified prior to submitting a Proposal shall be provided to the Owner immediately in order that the Owner in its discretion, may issue an Addendum. A Respondent's failure to do so constitutes an absolute waiver of any claims with respect to any error, omission or inconsistency that may thereafter be asserted with respect thereto, and shall bar any recovery regarding such claims.

### 13. Rejection of Proposals:

All Respondents are hereby notified that failure to comply with any of the requirements listed may be cause for rejection of their proposals. If a prospective Respondent has any questions with reference to the Proposal documents or forms, he or she should contact the Owner as specified in the paragraph headed "Addenda and Interpretation".

### 10. Addenda and Interpretation:

(a) No oral interpretation of the specifications or other contract documents will be given to any Respondent. Should any Respondent find discrepancies or omissions in the specifications or other contract documents, he shall at once notify the Owner which will send written interpretations to all Respondents. Every request for such interpretation shall be addressed in writing to the Owner and, to be given consideration, must be received by 5 pm, ten (10) business days prior to the Proposal due date. All such interpretations and supplemental instructions will be in the form of written addenda to the specifications and drawings and will become a part of the contract documents, and all such interpretations and supplemental instructions will be mailed by overnight express services to all prospective Respondents at their respective addresses furnished for such purposes not later than three (3) business days prior to the Proposal due date as required by law. The failure of any Respondent to receive any such addendum or interpretation shall not relieve any such Respondent from any obligation under his Proposal as submitted.

(b) Submission of a Proposal shall constitute the Respondent's acknowledgment of its exclusive responsibility to obtain and utilize all Addenda. All Addenda shall be acknowledged on the form provided.

### 11. Qualifications of Respondents and Required (Prime) Subcontractors

The Board may make such investigation as it deems necessary to determine the ability of the Respondents to perform the Work, which includes investigation of any and all subcontractors listed with the proposal. The Respondent shall furnish any information and data for this purpose as the Board may request.

### 12. Evaluation of Proposal and Respondent:

(a) Evaluation of Proposal: The Owner retains the right to reject all Proposals or any particular Proposal, including, without limitation, one that fails its evaluation, or that is in any way unbalanced, unreasonable, non-conforming, qualified, incomplete, non-responsive or otherwise irregular.

(b) Evaluation of Respondent: The Owner will conduct such investigation as it deems necessary within its sole discretion to assist in connection with the evaluation of any Proposal, to establish the



responsibility, qualifications and financial ability of the Respondent to perform as required by the RFP/Contract Documents. The Respondent shall provide to the Owner all the information requested for this purpose. The Owner reserves the right to reject any Proposal if its investigation of the Respondent reveals that, in the opinion of the Owner, the Respondent is not properly qualified to carry out the obligations of the contract and complete it as outlined herein.

The Owner has the right to request at least three (3) references respecting similar work to that specified in these Proposal Documents. The Respondent shall also provide upon the Owner's request the following: copies of all current licenses required by applicable laws and regulations for the Respondent to perform the Work, and such proof of financial responsibility as the Owner may deem necessary including without limitation copies of its financial statements for three (3) prior years, prepared by an outside accounting firm.

The Owner, or its authorized representative, in judging the merits of the Respondents shall take into consideration, in awarding the contract, the qualifications, experience, financial capability, and reputation of each Respondent and shall award the contract to the lowest responsive and responsible Respondent.

(c) Discretionary Waiver Rights: The Owner reserves all rights to waive informalities or irregularities in a Proposal or to accept the Proposal which accords with its best interests, in its sole discretion.

13. **Required Proposal Security:**

Each Proposal shall be accompanied by one of the following in accordance with N.J.S.A. 18A:18A-24:

(a) A Proposal bond, made payable to Delran Board of Education in the sum of 10% of the amount of the bid, not to exceed \$20,000, guaranteed by a qualified surety; OR

(b) A certified check, Treasurer's check or cashier's check made payable to Delran Township Board of Education in the sum of 10% of the amount of the bid, not to exceed \$20,000.00, drawn on a solvent banking institution qualified to do business in the State of New Jersey.

**NOTE: Submission of AIA Document A310 or any other Proposal bond form limiting or potentially limiting the penal sum of the bond to the difference between the Proposal price and the Owner's cost of the work may be cause for rejection of the Bid.**

14. **Consent of Surety Guarantee**

All Respondents are required to submit with their bid, an unconditional guarantee certificate from a surety company authorized to do business in the State of New Jersey and satisfactory to the Board, stating that it will provide the Contractor if awarded a contract for the Project, separate bonds for 100% of the Contract Sum for the faithful performance of all provisions relating to the performance of the Contract with the Board during the course of construction, and including the guarantees required under Article 12 of Chapter 44 of Title 2A of the New Jersey Statutes and for 100% of the Contract Sum for the payment of all labor and materials used on the Project. Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of Contract) may be cause for rejection of the Bid.

15. **Performance Bond(s)**

New Jersey Statutory Performance Bond in accordance with applicable New Jersey law as it applies to bonding, from a surety company approved and authorized to do business in the State of New Jersey

and satisfactory to the Board, each in the amount of one hundred percent (100%) of the contract sum, shall be delivered simultaneously with the executed Contract. The Board reserves the right to reject the form of any Bond. If, at any time, or for any reason, the bonds cease to be adequate security for the Board, the successful Respondent shall, within five (5) days after notice, substitute an acceptable bond with surety satisfactory to the Board. The Contractor may not commence performing the Work until such time as a satisfactory Performance Bond has been delivered to the Board.

The premium on bonds shall be paid by the successful Respondent.

16. New Jersey Business Registration Requirements:

All Respondents must comply with the New Jersey Business Registration Requirements set forth in P.L.2004, c.57 (N.J.S.A. 52:32-44). The Respondent shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Respondent. Before final payment on the contract is made by the contracting agency, the Respondent 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. 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 a contracting agency.

17. Laws and Regulations:

The successful Respondent is required to keep himself informed of and to comply with all applicable Federal, State and Local laws and rules and regulations of all authorities having jurisdiction over the subject matter of the contract. The successful Respondent shall also be responsible for securing and paying for all permits, governmental fees and licenses necessary for the proper execution and completion of the work required by the Contract. All equipment purchased must meet all applicable O.S.H.A. safety requirements.

18. Taxes:

The Owner is established under the authority of the State of New Jersey and is exempt from the New Jersey Sales and Use Tax. However, Contractors and Subcontractors are required to comply with New Jersey Sales and Use Tax, in accordance with P.L. 1966, c.30 (C.54:32B-1 et seq.) and, P.L. 2004, c.57. Relevant forms and additional information are available from the New Jersey State Tax Department. No allowance will be made by the Board for any such taxes paid by the Contractor or Subcontractor arising out of the applicability of the New Jersey Sales and Use Tax.

19. Respondent Sanctions:

Failure of a Respondent to execute the contract as prepared by the Board, or to comply with any or all of the terms and conditions therein, shall result in Respondent forfeiting its security and may disqualify the Respondent from receiving future contracts. Such disqualifications or the failure to disqualify shall not limit the remedies available to the Owner upon default, and it may recover full damages in addition thereto in accordance with law.

18. Protest:

All protests and challenges shall be subject to the limitations stated in the last paragraph of N.J.S.A. 18A:18A-15 respecting the timely filing of challenges to the RFP. If a Respondent challenges or protests the award, it shall reimburse the Owner for all costs, expenses and losses incurred by the

Owner, including all attorney's fees, by reason of such challenge or protest, except to the extent that the Respondent may be adjudicated to be a prevailing party against the Owner as to such challenge or protest. Under no circumstances shall the Owner reimburse to any party any fees, costs or expenses related to a Respondent's challenge or protest.

19. Post-Award Submittals:

The successful Respondent shall provide its Post-Award Submittals, including all Contract Forms, acceptable payment and performance security issued by a qualified surety in the amount of one hundred (100) percent of the contract price, all required insurance, (all of the above dated and fully effective simultaneous with the date of the contract); and a list of key personnel, including business, mobile and emergency telephone and fax information, as and when required by the Owner.

20. Minimum and Maximum Requirements:

If this is a "requirements" contract under which it is anticipated that good/services will be required on an as-needed basis, the *minimum number of units that may be requested by the Owner under this contract, as to any or all items, is zero.* To the extent requested, *extension of unit prices are requested solely for purposes of comparing Proposals and does not represent an estimate or approximation of the number of units that may be required.* The maximum number of units that the Contractor may be required to provide without a change order adjusting the applicable unit price, is three times the number of units used for purposes of extension of the unit price for Proposal comparison purposes.

21. Prevailing Wage Rate Determination

The date of the executed contract shall constitute the date of the wage rate determination for this Project. This determination is conclusive for a period of two (2) years from that date, unless superseded by a later determination. Contractor shall be responsible for complying with such determination.

22. Conditions of the Work

Respondents shall submit Proposals subject to, and in accordance with, all the conditions stated herein and as otherwise required by the Specifications, Drawings, and actual conditions applicable to the Project. Respondents shall carefully examine the site, as well as the Drawings and Specifications, and fully inform themselves as to the existing conditions and to the relationship(s) between their work and the work of others in connection with the Project, including both labor and materials, even those not shown or noted but that are necessary to obtain a complete and finished condition. Respondents are advised that construction terms and conditions set forth in the Contract Documents will be rigidly enforced.

23. Use of Brand Name in Specifications:

Whenever a product is specified by brand name (with the sole exception of those items that are specifically designated as proprietary) the specification of the brand name shall be deemed to be followed by the words 'or equivalent.' The determination of equivalency shall be made by the Owner. In order to qualify as an equivalent item, the item must, in the Owner's judgment, be equal to or better than the specified item in all relevant characteristics and must not require extensive revisions to the Contract Documents or the Work or additional cost to the Owner (also including projected maintenance and life-cycle costs) in order to accommodate its use. The burden of proving equivalency shall be on the Contractor. The Contractor shall provide such reports, testing, data and other information required by Owner in order to make its determination. If any request for approval of an equivalent item is denied by the Owner, or if any item approved as an equivalent is determined to be unsuitable following (and notwithstanding) the Owner's approval, the Contractor shall

immediately furnish the specified brand name item or items at no cost to the Owner and shall be solely responsible for all costs and delays that arise from the furnishing of the unacceptable item.

24. Form of Contract

Contracts will be let on either: (a) the form contract included herein; (b) the standard Form of Agreement Between Board and Contractor; or (c) a purchase order issued by the Board; which form of contracts shall include and be subject to the terms set forth herein and all supplementary terms and conditions, if any. Any form of contract requiring execution by the Contractor shall be so executed not later than twenty-one (21) days from the date of the award by the Board (Saturdays, Sundays and holidays excluded); however, such time frame may be extended by agreement of the parties. The form of contract used for this project shall be at the sole discretion of the Owner.

## **GENERAL CONDITIONS**

The following General Conditions are incorporated into the contract between the Owner and the Contractor. In the event of a conflict or inconsistency between these General Conditions and other portions of Contract Documents, the more stringent requirements shall be presumed to apply and the Contractor shall follow same unless and until instructed otherwise by the Owner in writing.

For purposes of these General Conditions, "Goods" are items that are required to be delivered to or as directed by the Owner, whether or not in connection with Services. "Services" include all physical work to be performed on the Owner's premises. Where the specifications require the Contractor to install Goods on the Owner's premises, the General Conditions applicable to both Goods and Services shall apply.

### **1. TIME – TIME IS OF THE ESSENCE OF THIS CONTRACT.**

- a. Contractor shall inform Owner immediately if it reasonably appears to the Contractor that it will be unable to meet any required delivery or completion date. Failure to do so shall be deemed a breach of this contract. No such notice shall however, constitute a change to the delivery or completion terms of this Contract in the absence of a duly approved change order.
- b. If any item is not received or if any element of the Work is not completed by the date specified, the Owner, at Owner's option and without prior notice to Contractor may either approve a revised date or may cancel this Contract and may obtain such goods or work elsewhere. In either event the Contractor shall be liable to the Owner for any resulting loss incurred by the Owner.
- c. To the maximum extent permitted by law, Contractor's remedy for a delay caused by Owner or by circumstances beyond the Contractor's control shall be an extension in the time for Contractor's performance equal to the duration of Owner's delay. Contractor shall be liable for all damages resulting from Contractor's failure to deliver or complete, with the sole exception of delays in delivery or completion occasioned by strikes, lock-outs, fires, war or acts of God.

### **2. CONTRACT PRICE – Unless and only to the extent specifically allowed by the Contract Documents, all prices quoted shall be firm through the term of the Contract and shall not be subject to increase or escalation for any reason during the period of the Contract.**

### **3. INVOICES, PAYMENT AND SETOFF**

- a. The Owner shall have no obligation to pay for any Work until one original and two copies of a correct and complete invoice is received by the Owner, and the Owner has verified that all work covered by the invoice has been supplied and is in accordance with the contract.
- b. Payment is due 30 days from receipt of a correct and complete invoice and voucher. Each invoice shall be printed on Contractor's standard printed bill form, and shall include at a minimum (i) the Contract number, (ii) Contractor's name and address, (iii) the total invoiced amount, (iv) such detail as is reasonably necessary to permit the Owner to evaluate the work completed and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate, and (v) any and all attachments and further information required by the Contract Documents.
- c. The Owner's payment of any amount shall not under any circumstances, operate as a waiver or acceptance of any defective or deficient work.
- d. Any amounts owed to the Owner due to rejection of goods or services or discrepancies in invoices will be, at the Owner's option, credited against future invoices payable by the Owner, or

paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment by the Owner. Additionally, the Owner shall have the right at any time to set off any amount owing from Contractor to the Owner against any amount payable by the Owner pursuant to this Contract or to recoup any amounts due the Owner hereunder from any and all funds due under any contract between the Owner and the Contractor.

#### **4. PROGRESS PAYMENTS**

- a. Monthly progress payments will be made based on the value of labor and materials incorporated in the Work and of materials suitably stored at the site. An itemized schedule of value shall be submitted with each Application for Payment. The Board will make payment on approved invoices in the Board's subsequent payment cycle following approval of the invoice by the Board at a regularly scheduled meeting.
- b. All Applications for Payment shall be accompanied by paid invoices for materials incorporated in the Work and for materials suitably stored at the site, and affidavit(s) by Subcontractors whose work was included in the next to the last application to the effect such work and such materials have been paid for.
- c. In no instance shall the Board pay for any Work until such time as the Work has been completed by the Contractor.

#### **5. CHANGES** – No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Owner

#### **6. WARRANTIES** – Contractor expressly warrants that all goods delivered shall (i) be free from defects in workmanship, material, and manufacture (including without limitation defects which could create a hazard to life or property), (ii) be new, not refurbished or reconditioned, unless otherwise stated in this Contract, (iii) be of merchantable quality and shall be fit for the purposes intended by the Owner, (iv) comply with the requirements of this Contract, (v) be in compliance with all applicable laws and regulations, and (vi) that all Work performed under this Contract is in conformity with the Contract Documents. These express warranties shall not be waived by reason of acceptance or payment by the Owner. This Contract incorporates by reference all terms of the Uniform Commercial Code as adopted in the State of New Jersey (the "UCC") providing any protection to Owner, including but not limited to all warranty protection (express or implied) and all of Owner's remedies under the UCC. All goods and work shall also be subject to any stricter warranties specified in the Contract.

#### **7. INDEMNIFICATION**

- a. To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, and its agents and employees (the Indemnitees) from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, including without limitation, those attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- b. In claims against any person or entity indemnified under this Section by an employee or agent of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for

the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

- c. The Contractor's indemnity obligations include, but are not limited to any fines, penalties, liabilities, expenses or damages including attorney's fees arising out of or in connection with (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a subcontractor, or any person or entity for whom either is responsible; (ii) means, methods, procedures, techniques, sequences of execution or performance of the Work or safety violations, requirements, accidents; and (iii) failure to secure and pay for permits, fees, approvals, licenses, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a subcontractor, or any person or entity for whom either is responsible.
- d. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorney's and consultant fees and costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold harmless obligation under this Contract.
- e. Without limitation to any of the Contractor's obligations herein, upon request of the Owner, its successors, assigns, agents or representatives, the Contractor agrees to defend at the Contractor's expense any suit or proceeding brought against Owner, its individual members, successors, assigns, employees, agents and representatives due to or arising out of the Work performed by the Contractor.

## **8. TERMINATION OF CONTRACT**

- a. For Convenience: Notwithstanding any provision or language in this contract to the contrary, the Owner may terminate this contract at any time, in whole or in part, for the convenience of the Owner, upon 30 days written notice to the Contractor. The Owner shall also have the right, at any point during the term of the contract, with or without cause, to cease ordering goods and/or services from the Contractor without providing formal notice of termination to the Contractor.
- b. For cause: Where a Contractor fails to perform or comply with a the Contract Documents, the Owner may terminate the Contract, in whole or in part, after ten (10) days' notice to the Contractor with an opportunity to cure; provided, however, that in the case of emergency or imminent hazard to persons or property, both as determined by the Owner in its sole discretion, the Owner may take immediate action to protect its interests and may terminate the Contract without prior notice or opportunity to cure.
- c. In the event of termination, the Contractor will be compensated for work performed in accordance with the Contract, up to the date of termination. Such compensation shall be subject to adjustments as follows. If the unpaid balance of the Contract sum exceeds the sum of the cost of finishing the Work and damages incurred by the Owner, such excess shall be paid to the Contractor following completion of the Contract. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner upon demand. This obligation shall survive termination of the Contract.

9. **ASSIGNMENT AND SUBCONTRACTS** – The Contract may not be assigned or subcontracted by the Contractor, in whole or in part, without the prior written consent of the Owner. Such consent, if granted, shall not relieve the Contractor of any of his responsibilities under the Contract except to the extent agreed in writing, by the Owner. Failure of the Contractor to solicit and/or obtain the Owner's consent prior to assigning or subcontracting any or all of the Work shall be deemed just cause sufficient for the Board to terminate the Contract, in the Board's sole discretion. No assignee,

subcontractor or other third party shall be entitled to receive payments directly from the Board; only the Contractor awarded the contract by Board resolution shall be entitled to payments from the Board.

10. **STATUS AS INDEPENDENT CONTRACTOR** – The Contractor is an independent Contractor and while performing work on or off the Owner’s premises neither it nor any of its employees shall be considered agents or employees of the Owner.
11. **LEGAL COMPLIANCE** – The Contractor shall observe and comply with all federal, state and local laws, rules and regulations effecting goods and services under this Contract.
12. **AMERICAN GOODS** – In accordance with N.J.S.A. 18A:18A-20, only manufactured products of the United States, wherever available, and where possible be used with this project.
13. **GOVERNING LAW** – This agreement shall be construed and interpreted according to the laws of the State of New Jersey. Jurisdiction and venue shall in the appropriate courts in the County of Middlesex, New Jersey.
14. **MAINTENANCE OF RECORDS** – The Contractor shall maintain records for products and/or services delivered against the Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the Owner and the State of New Jersey Office of the Comptroller upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.
15. **MERGERS, ACQUISITIONS** – If, subsequent to the award of any Contract, the Contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Owner:
  - a. Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
  - b. All updated ownership disclosure information.
  - c. Contractor Federal Employer Identification Number (Form W-9).

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of Contract.

If subsequent to the award of the Contract, the Contractor’s partnership or corporation shall dissolve, the Owner must be so notified. All responsible parties of the dissolved partnership/corporation must submit to the Owner in writing, the names of the parties proposed to perform the Contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Owner.

16. **INTELLECTUAL PROPERTY** – The Contractor shall hold and save the Owner, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

To the extent this Contract requires or results in the Contractor preparing, writing, designing or composing any written, pictorial, graphic, sculptural, musical or three-dimensional work (such as, but not limited to, reports, manuals, books, literature, forms, print, radio and television advertising and promotional material, video tapes, slides, movies and audio-visual materials and computer programs and operating systems), Contractor agrees that all worldwide copyright rights in same, and in derivative works based on same, are the property of Owner. Contractor agrees to execute without cost



any assignment or other documents requested by Buyer so as to further evidence and confirm Buyer's ownership of all rights therein.

**17. COMPENSATION FOR WORK OUTSIDE OF NORMAL HOURS** – Work of an emergency nature may be performed outside the regular work day or work week only upon specific request of the Owner. In no event shall the Contractor be paid for work performed absent specific, prior written authorization to perform such work.

**18. COMPLETION OF BOARD OF EDUCATION'S TIME SHEET AND MATERIALS RECORDS** – All Contractor's workmen shall report to the Owner's representative in each building prior to commencing any work and prior to each departure from the location of the work and shall complete such time sheet records as the Owner desires in order to accurately determine the hours chargeable under this Contract. In addition the Contractor shall submit a copy of the Contractor's job record to the Owner's representative at each job location upon completion of the job and such job record shall show all materials and equipment used and the name and hours worked for each workman chargeable under this Contract. The Contractor's job record shall be subject to such further verification as required by the Owner, and the Contractor shall furnish payroll records and vendor invoices as necessary to verify quantities of time and material and material costs when so requested by the Owner.

**19. DELIVERY**

- a. Deliveries shall be made in the time and manner required in the Contract Documents.
- b. If delivery of Goods is not made as required by the Contract Documents, the Owner may obtain the Goods from any available source, the difference in price, if any, to be paid by the Contractor.
- c. Unless specifically stated in the Specifications, and if so only to that extent, all prices are F.O.B. Destination. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Owner
- d. F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the Owner at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at Contractor's convenience when a single shipment is ordered. The weights and measures of the Owner shall govern.
- e. Notwithstanding any prior inspection or payments, all Goods delivered hereunder shall be subject to final inspection and acceptance or rejection by the Owner at any time within thirty (30) days after delivery to the Owner. All items which are not in compliance with the specifications, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items specified hereunder without the prior written consent of the Owner may be rejected by the Owner and returned or held at Contractor's expense and risk.

**20. PRICE ADJUSTMENT** – In the event the manufacturer of any Goods decreases the price of any such Goods during the term of the Contract, the Owner shall receive a credit for the amount of said decrease from and after its effective date as to any undelivered purchase order and on any subsequent order placed during the contract period. The Contractor shall notify the Owner of any such reduction in writing, within five (5) days of its effective date or of its receipt of notice from the manufacturer, whichever occurs first.

**21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY** - 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 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, up-grading, 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 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. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures.

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a

construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that

the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from

time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

**22. AMERICANS WITH DISABILITIES ACT OF 1990 AND EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

- a. The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities is all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.
- b. The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with the full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.
- c. It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.
- d. It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**ADDITIONAL GENERAL CONDITIONS**  
**APPLICABLE TO SERVICES AND CONSTRUCTION**

**1. PERFORMANCE STANDARDS AND COMPLIANCE**

- a. The Work shall be performed in a first class manner by qualified and efficient workers who shall not cause labor conflicts with any workers employed by the Owner or others working at Owner's facilities. The Work shall be performed in strict conformity with the strictest quality standards mandated and/or recommended by all generally recognized organizations establishing quality standards for work of the type to be performed hereunder.
- b. Contractor shall be solely responsible for controlling the means and methods of performance of the Work and shall observe, abide by and perform all of its obligations in accordance with all legal requirements.
- c. Contractor, to the exclusion of the Owner, shall be solely responsible for the safety of its workplace and its employees. Contractor shall comply fully with all applicable safety codes, regulations and requirements imposed or enforced by all government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, for work of the type to be performed hereunder. Notwithstanding the foregoing, any stricter standard contained in the Contract Documents shall govern.
- d. Contractor shall secure and maintain all applicable licenses and permits in order to be able to lawfully perform the Work and the contract price shall include the cost of these items.
- e. Notwithstanding any prior inspection or payment, services delivered hereunder shall be subject to acceptance or rejection by the Owner at any time within thirty (30) days after completion of services. If requested, Contractor shall furnish satisfactory evidence of the kind, quality and quantity of labor used or to be used; provided, however, that the Owner's review or approval of any aspect of the Work shall not in any respect excuse or relieve the Contractor from its sole and exclusive duty to perform all Work in strict accordance with the Contract Documents.
- f. If delivery of services is not made as required by the Contract Documents, the Owner may obtain the services from any available source, the difference in price, if any, to be paid by the Contractor.
- g. Contractor shall comply with all Board policies and procedures applicable to the Work, including but not limited to policies regarding school visitors and harassment, intimidation and bullying.
- h. Contractor shall not disturb the Board's student or staff while performing the Work. Any disruption to the school environment shall result in swift and severe consequences to the Board.

2. **PREVAILING WAGE** – The Contractor is responsible for payment of prevailing wages pursuant to N.J.S.A. 34:11-56.25 et seq. and for the filing of all required payroll reports. Prevailing wage information may be found at <<http://lwd.dol.state.nj.us/labor>>. The Contractor shall not be entitled to an increase in the Contract price based upon the Contractor's failure to determine whether prevailing wage rates apply to the Work. Pursuant to New Jersey Prevailing Wage Act, N.J.S.A. 34:56.27 and 56.28 the following is mandatory and applies to the project.

- a. Workers shall be paid not less than such prevailing wage rate.

- b. In the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise
3. **INSURANCE** – The Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the Owner with current certificates of insurance for all coverages and renewals thereof, naming the Owner as an Additional Insured and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to the Owner. Additional Insured status on General Liability needs to be evidenced on the certificate of insurance and supported by an actual copy of the Endorsement granting Additional Insured Status or copy of the Policy Coverage part granting Additional Insured status.

The insurance to be provided by the Contractor shall be as follows:

- a. Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the Owner, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$ 500,000	BODILY INJURY, EACH OCCURRENCE
\$ 500,000	DISEASE EACH EMPLOYEE
\$ 500,000	DISEASE AGGREGATE LIMIT

- d. Umbrella Excess liability – \$1 million Primary Umbrella Excess liability coverage to be excess over: General Liability; Automobile Liability; Workers Compensation Section B-Employers Liability.
4. **SUBSTITUTIONS** - A substitution is a product whose characteristics differ from those specified but is offered by the Contractor in place of the specified item, together with a credit to the Owner in the form of a proposed change order. The Contractor may make substitutions of Goods only with the consent of the Owner. The Owner reserves the right to reject any substitution request made by the Contractor.

Substitutions may be considered only within 30 calendar days after the Contract award. Subsequent requests will be considered only when, through no fault of the Contractor, none of the specified products are available. Submission of requests for substitution shall constitute a representation by the Contractor that he:

- a. Has investigated the proposed product and determined that it is equal to or better than the specified product.
  - b. Shall provide the same variety for the proposed product as for the specified product.
  - c. Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.
  - d. Shall reimburse the Owner for additional costs for evaluation of the substitution request, re-design if required and re-approved by authorities having jurisdiction, if required.
  - e. Shall coordinate the installation and make other changes which may be required for the Work to be complete in all respects, at the Contractor's expense, including re-design, to the extent made necessary by the substitution, and additional components and capacity required by other work affected by the change.
  - f. Substitutions will not be considered when acceptance would require substantial revision of the Contract Documents.
  - g. Substitution requests will not be considered when submitted directly by the subcontractor or supplier.
  - h. When the proposed substitution is not accepted, Contractor must provide the product (or one of the products, as the case may be) specified.
  - i. The Contractor will be notified in writing within a reasonable time, verbal acceptance shall not be valid.
  - j. Acceptable substitutions will be added to the Contract Documents by appropriate modifications.
  - k. Requests for substitution will be reviewed by the Owner upon receipt of all the information requested in the following paragraph. Failure to provide the required information shall be cause for rejection of substitution request.
  - l. Requests for substitution will be reviewed for compliance with the specifications based upon the data provided by the Contractor. Approval or rejection will be based on samples, technical data and other items submitted and will be reviewed once and only once for each such request.
  - m. The Owner's decision with respect to proposed substitutions of material or equipment specified by trade name shall be final. The Owner reserves the right to waive specifications; and to accept a proposed substitution which in his opinion is superior to the material or product specified, or to limit the specification to the product specified.
  - n. Approval of substitutions shall not relieve the Contractor of responsibility for adequate fulfillment of all the various parts of the work, nor from specified guarantees and maintenance. Modification of adjacent or connecting work required due to any substitution approval shall be provided as part of the substitution request.
5. **MATERIAL SAFETY DATA SHEETS** – If some or all of the goods being provided by Contractor are on OSHA's "Hazardous Substances List," Seller must forward a complete Material Safety Data Sheet (MSDS).



**DELRAN TOWNSHIP BOARD OF EDUCATION  
SCHOOL FACILITIES  
SCHOOL YEAR AS OF THE DATE OF THIS RFP**

<u>Location</u>	<u>Telephone No.</u>
Delran High School 50 Hartford Road Delran, NJ 08075	(856) 461-6100
Administration Building 52 Hartford Road Delran, NJ 08075	(856) 461-6800
Millbridge Elementary 282 Conrow Road Delran, NJ 08075	(856) 461-2900
Delran Middle School 905 Chester Avenue Delran, NJ 08075	(856) 461-8822
Delran Intermediate School 20 Creek Road Delran, NJ 08075	(856) 764-5100
Support Services 22 Hartford Road Delran, NJ 08075	(856) 461-1553

**END OF GENERAL CONDITIONS**

## PROJECT SPECIFICATIONS

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. Provide groundskeeping, turf maintenance, landscaping and snow removal services where indicated, as specified herein, and needed for a complete and proper delivery of the program.

#### **1.2 SUBMITTALS**

- A. Product Data: Within thirty (30) calendar days after the Contractor has received the Board's notice to proceed, submit:
  - 1. Manufacturer's literature and Material Safety Data Sheets for all chemical applications, fertilizer and herbicides.
- B. Certificates: Contractor to provide proof of chemical applicator's license, including NJ irrigation contractor license category 13 (IPM for school).
- C. Provide monthly payroll certification and comply with prevailing rates where applicable.

#### **1.3 QUALITY ASSURANCE**

- A. Use adequate number of skilled staff who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.

#### **1.4 DELIVERY, STORAGE AND HANDLING**

- A. Immediately remove from the site any and all materials and supplies which are not true to name and materials which do not comply with these specifications.

#### **2.1 GRASS SEED (ORGANIC – “GREEN”)**

- A. General: Provide grass seed which is:
  - 1. Certified free of noxious weed seeds and re-cleaned.
  - 2. Grade A recent crop seed.
  - 3. Treated with appropriate fungicide at the time of mixing.
  - 4. Delivered to the site in sealed containers with dealer's guaranteed analysis
- B. Proportions by weight:
  - 1. Arid Tall Fescue 30%
  - 2. Mustang (or Mustang II) Tall Fescue 30%
  - 3. Falcon Tall Fescue 30%

- 4. All Star Perennial Rye Grass 10%

## 2.2 HERBICIDE (ORGANIC – “GREEN”)

- A. Herbicides used for the purpose of vegetation control in areas such as fence or curb lines are to be of the non-selective or sterilant type.
- B. The following herbicides are pre-approved for this purpose:
  - 1. Round-Up Monsato.

## 2.3 OTHER MATERIALS

- A. Provide other materials not specifically described but required for complete and proper delivery of the program.

## PART 3 – EXECUTION

### 3.1 SUMMARY

- A. It is the intent of these specifications to provide a complete and first class groundskeeping and turf maintenance program of the Delran Township School District. It is intended that all grounds areas within the district be maintained whether or not specifically mentioned except where noted in writing. It is also the intention of these specifications to maintain **all turf, on all fields and lawns between 3”-4” height. Athletic fields as required by the sport they are designed to accommodate.**

**As specified in other sections of this specification, once annually we require an overseeding and aeration of general non-athletic areas and a once annual fertilization for these same areas. The frequency of pesticides and herbicides will be determined by the existing conditions and soil testing.**

The Delran School District consists of the following:

- |    |                                 |            |
|----|---------------------------------|------------|
| 1. | Delran Intermediate School      | 5.5 acres  |
| 2. | Millbridge School               | 8.6 acres  |
| 3. | Delran Middle School            | 21.4 acres |
| 4. | Delran High School/Admin. Bldg. | 34.0 acres |
| 5. | Transportation Facility         | 0.03 acres |

All measurements are approximate and exclusive of the building footprint.

- B. All labor, supervision, equipment and materials required for the proper performance of this work, unless otherwise specified, shall be furnished by the Contractor.
- C. Due to the nature of school operations. Work is to be completed during those hours which are most convenient for the Board at times to be approved by the

Board's representative. Services may be provided by whatever method the Contractor deems beneficial as long as those methods do not interfere with the Board's operations, are consistent with commonly adhered to safety practices and do not violate Federal, State or local laws, statutes or ordinances.

- D. In the event that some scheduled work or activity in various parts of the District interferes with the normal scheduled grounds maintenance of that area, the grounds schedule shall be altered in such a way as to permit work after such District activity has been completed.
- E. Contractor shall perform all services specified using qualified workers and in strict conformity with the best acceptable standards and practices. Contractors shall have exclusive control over the manner and methods for performing the work and shall have full responsibility for persons engaged in the work.
- F. In the event the Board desires to make changes to work specified procedures outlined in other pertinent sections of this specification shall apply.
- G. Contractor's application apparatus must be equipped with turf tires in order to be permitted on athletic turf areas. No ribbed, dual or street tires shall be permitted.

### 3.2 **RELATED WORK**

- A. Related work identified as TURF MAINTENANCE, shall be completed in accordance with the standards set in the above and following sections.
- B. Turf maintenance to be completed in accordance with the schedule provided as modified and agreed to by the Contractor and the Board. Contractor shall provide the Board with a schedule which will be sufficient detail, showing how the Contractor intends to fulfill this requirement.

### 3.3 **QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary skills and who are completely familiar with the specified requirements and methods needed for the proper performance of the work in this section.
- B. Provide, at a minimum, one supervisor who will be present at the site (within the confines of the district) during all times while work is being performed. A method of contact must be provided for the site supervisor at the Contractor's expense, so as to enable the Board's representative to contact said Supervisor at any time during the course of work within the district. This may be accomplished through the use of a telephone paging system or message center available to the Board, from which the site Supervisor may receive messages to respond to either in person or via telephone.

- C. Provide at a minimum, one site manager responsible for the overall implementation and quality control of the program.
- D. Two times per month, at a time to be convenient to both parties, the Contractor shall schedule a meeting between the site supervisor and the Board's representative shall exchange written communication to include, but not necessarily limited to:
  - 1. A detailed inspection report (form and content to be agreed upon by the Contractor and the Board).
  - 2. Change orders and contractor proposals.
  - 3. Contractor's work schedules and Board activity schedule.
- E. One time per month, at a time to be convenient to both parties, the Contractor shall schedule a meeting between the site Supervisor, the site Manager and the Board's representative as well as any representatives of the Board or Contractor deemed necessary to enhance communication and program effectiveness. During this meeting, both parties shall exchange views and information concerning the overall scope and effectiveness of the program. The intent of this meeting is to keep communications open and to address the concerns of both parties.
- F. It is the responsibility of the Contractor to promptly address the concerns of the Board and to make all necessary changes in scheduling, quality control, personnel, etc., which may be required to effect same.
- G. Contractor shall submit a written report of unusual circumstances, malfunctions, or damages to Board property in a timely manner whenever noticed.
- H. Twice annually, (by April 30<sup>th</sup> & August 30<sup>th</sup>) the Contractor shall provide a written appraisal of all Board property under the Contractor's care. This appraisal shall highlight all areas all areas requiring specific or additional attention and include recommendations for corrective actions when and where required.
- I. Contractor shall ensure that proper measures are instituted to insure the security of the facility at all times. The Contractor shall properly secure all doors and gates upon leaving each area. The Contractor shall be fully insured and bonded for the protection of the Board.
- J. Contractor will ensure that his employees will not range beyond areas within the facility which are specifically designated for the Contractor's use. ie. lavatories, storage and maintenance areas, etc.
- K. The Board will have the right to require the Contractor to remove any employee deemed by the Board to be incompetent, careless, insubordinate or otherwise objectionable or any employee whose actions are deemed objectionable or any

employee whose actions are deemed to be contrary to the Board's interest or in not consistent with the best interests of the Board.

- L. In the event the Contractor fails to fulfill its obligations under this contract, the Board shall have the right to pursue any action in law or in equity for either injunctive relief or damages. Further, the Board shall have the right to withhold payment for failure on the part of the Contractor concerning the deficiencies prior to withholding any compensation due the Contractor concerning the deficiencies prior to withholding any compensation due the Contractor and shall provide the Contractor with adequate time to correct said deficiencies. The Board shall determine what is "adequate time" on a case by case basis. The decision of the Board in these matters shall be final. The Board also reserves, unto itself, the right to correct any deficiencies not satisfactorily addressed by the Contractor at the Contractor's expense.

Expenses incurred by the Board shall be deducted from the next progress payment due the Contractor. The Board's expenses shall be determined based on labor and materials actually expended plus fifteen percent (15%) to cover the Board's administrative expenses.

- M. The Contractor shall fully comply with all applicable Federal, State and Local codes, statutes, rules, regulations and ordinances as they pertain to the implementation of this contract.
- N. The Board may terminate this agreement at any time for good cause on a ninety (90) days written notice with its liability being limited to obligations incurred and owing at the time of the notice of termination. Good cause shall include but not be limited to conditions occurring beyond the control of the Board.
- O. Examine the areas and conditions under which work of this section is to be performed. Do not proceed where conditions are such that use of equipment or products would be detrimental to the turf or grade.

#### 3.4 **ROUTINE GROUNDSKEEPING**

- A. Routine groundskeeping is to take place on a rotating seven (7) day schedule from March 1<sup>st</sup> through November 15<sup>th</sup>. This schedule shall be used as the primary schedule for bidding purposes. The actual schedule shall be determined by the Board and the Contractor and shall reflect actual conditions at the time and shall coincide with seasonal conditions. Additions or deletions from this schedule shall be reflected in the next progress payment based on the schedule of values provided by the Contractor.
- B. All maintainable areas identified in the specifications are to be included for the purposes of routine groundskeeping.
- C. All other pertinent sections of this specification apply to routine grounds keeping.

- D. Routine groundskeeping includes all non-athletic ground areas. Included in this work is once annual fertilization, aeration, thatching overseeding. This work is detailed in other sections of this proposal/bid.

### 3.5 **TURF MAINTENANCE**

- A. Turf maintenance to be conducted in accordance with specifications.
- B. All maintainable areas designated are to be included for the purposes of routine grounds keeping.
- C. All other pertinent sections of this specification apply to the conduct of turf maintenance.
- D. Maintain a fertilization program as listed later in this document which provides a first class fertilization, integrated pest management and herbicide program to keep all turf area in good condition. These items are covered throughout this specification included are non-athletic and athletic field work.

### 3.6 **ADDITIONAL WORK**

- A. From time to time the Board may require additional services. These services may arise as a result of a scheduled activity or as a result of factors which are beyond the control of the Board. Should additional services be required the Board shall make every effort to notify the Contractor in accordance with the change order procedure outlined in these specifications.
- B. Should additional services be required by the Board and should the Board be unable due to circumstances surrounding the need for additional services, to comply with the change order procedure as a result of these circumstances. The Contractor shall provide the services outlined by the Board's representative with the change order to follow within forty eight (48) hours.

#### C. **SNOW REMOVAL (AS NEEDED UPON REQUEST)**

Snow shall be removed from all parking lots, driveways and walks. A calcium-chloride or other concrete safe ice-melt should be applied to all walks upon completion of snow removal.

Each building shall be priced individually per accumulation of snow: The amount of snow shall be determined by the posted amount for Delran, or the next closest town as listed by the National Weather Services. (ie. Moorestown, Riverside, Cinnaminson) on their website.

1-3.1", 3.2-6.1", 6.2-9.1", 9.2-12.1", 12.2 – 18.1"

All parking lots, driveways, walkways are to be cleared by 7:00 AM on scheduled school days unless school has been cancelled.

#### ***ADDITIONAL SERVICES FOR SNOW REMOVAL:***

Time and material pricing on the following:

Plow truck with operator (**all operators have a valid CDL** in the event they are needed to operate Delran Board of Education snow plows or any other equipment).

Sand/salt truck with operator, plus material.

Snow blower – 24” or larger, with operator.

Hand Laborer for shoveling as needed.

Hand Laborer for ice melt application, plus material.

- D. All additional services will be billed in accordance with the schedule of values presented by the Contractor at the time of the bid. The Contractor shall provide any and all services required within the scope of these specifications that may be necessary to maintain the efficient operations of the facilities specified herein. The Contractor shall be compensated accordingly as per the schedule of values presented.

### 3.7 DEDUCTIONS

- A. Should any area be deemed by the Board’s representative to be deficient with regards to requirements set down in the exhibits for the purpose of this section, the entire area shall be deemed deficient and not in compliance with the requirements of this specification. As such deductions shall be based on the entire area and not just on the unsatisfactory portion of the area or the applicable process.

## PART 1 – GENERAL

### 1.1 SUMMARY

- A. The work contemplated in this work consists of the provision of labor, material, equipment and services required to complete the chemical treatments and tests prescribed in accordance with the schedule provided.
- B. Site: The following athletic fields, totaling approximately nine hundred twenty-thousand (920,000) sq. feet, are located at Delran School District:

Delran High School

1. Soccer/Baseball fields
2. Field Hockey field
3. Athletic stadium field
4. Softball field
5. Athletic practice field

Delran Middle School



1. Baseball/Softball field.
2. Soccer field.
3. LaCrosse/Field Hockey field.

Delran Intermediate School

1. Soccer field.

C. Related work:

1. Documents affecting work of this section include but are not necessarily limited to, General Conditions.

## 1.2 SUBMITTALS

- A. Product data: Within thirty (30) calendar days after the Contractor has received the Board's notice to proceed, submit:
  1. Manufacturer's literature and Material Safety Data sheets for all chemical applications, fertilizers and herbicides intended for use.
- B. Certificates: Contractor to provide proof of chemical applicator's license.

## 1.3 QUALITY ASSURANCE

- A. Use adequate number of skilled staff who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed.

## 1.4 DELIVERY, STORAGE AND HANDLING

- A. Immediately remove from the site any and all materials and supplies which are not true to name and materials which do not comply with these specifications.

## PART 2 – PRODUCTS

### 2.1 SUMMARY

- A. All chemicals and materials contemplated for use under this section are to be EPA approved and must be mixed and applied in accordance with Federal, State and local regulations as well as manufacturer's requirements. **ONLY 100% ORGANIC – “GREEN PRODUCTS” SHALL BE USED: i.e. – ORGANIC COMPOST, FERTILIZER, WEED-CONTROL.**

### 2.2 FERTILIZER (ORGANIC – “GREEN”)

- A. Provide commercial balanced fertilizer treatments in accordance with specifications:

1. 10-10-10 – 3 pounds/1,000 sq. ft.
2. 18-3-3 – non-burning – 25 pounds/1,000 sq. ft.
3. 36-18-5 – 6 pounds/1,000 sq. ft.
4. 20-10-10 – 3 pounds/1,000 sq. ft.

B. Fertilizer to be delivered to the site in bags labeled with the manufacturer’s guaranteed analysis.

**2.3 PRE-EMERGENT AND BROADLEAF WEED CONTROL ORGANIC – “GREEN” PRODUCTS ONLY**

A. Provide pre-emergent and broad leaf weed control in accordance with specifications.

B. Pre-approved products:

- |    |                          |            |
|----|--------------------------|------------|
| 1. | Balan, 80 pounds/acre    | Dow/Elanco |
| 2. | Confront, 1.5 pints/acre | Dow/Elanco |
| 3. | Trimec, 3.5 pints/acre   | Gordon’s   |
| 4. | Tupersan, 18 pounds/acre | Dupont     |

**2.4 INSECTICIDE (ORGANIC – “GREEN”)**

A. Provide insecticide treatments as per specifications.

B. Pre-approved products:

- |    |                              |             |
|----|------------------------------|-------------|
| 1. | Fore, 6 ounces/1,000 sq. ft. | ISK Biotech |
| 2. | Rubigan A.S.                 | Dow/Elanco  |

C. Fungicide to be delivered to the site in containers labeled with the manufacturer’s guaranteed analysis.

**2.5 LIME (ORGANIC – “GREEN”)**

A. Provide lime applications as specified.

B. Provide granular limestone at a rate of 25 pounds/1,000 sq. ft.

**PART 3 – EXECUTION**

**3.1 SURFACE CONDITIONS**

A. Examine the areas and conditions under work of this section to be performed. Do not proceed where conditions are such that equipment or application of products would be detrimental to the turf or grade.

B. Contractor’s application apparatus must be equipped with turf tires in order to be permitted on athletic turf areas. No ribbed, dual or street tires shall be permitted.

### 3.2 APPLICATIONS

- A. It is the Contractor's responsibility to ensure that all equipment is properly calibrated prior to the application and that adequate spacing and overlap is maintained.
- B. The Contractor shall be held responsible for damage caused by improper application of calibration of equipment or by material spillage.
- C. Re-treatment of areas not responding properly to regularly scheduled applications shall be completed at the Contractor's expense.
- D. The contractor is required to comply with all recent laws and 72 hour notice requirements for application of herbicides, pesticides and fertilizers as applicable.

### 3.3 TESTING

- A. Contractor is to provide two series of soil tests during the contract period. One series will be collected and analyzed during the month of September and one series during the month of April.
- B. A sufficient number of samples shall be taken so as to meet standard sampling protocol requirements on each of the five specified sites.
- C. The Contractor shall present his findings, along with written evaluations and recommendations, no later than October 30<sup>th</sup> and May 30<sup>th</sup>. These tests shall be used to adjust and evaluate the current turf treatment program.

### 3.4 SCHEDULING

- A. Contractor is to provide a work schedule which follows these specification requirements for applications and testing. Anticipated application and testing dates are to be specified by the Contractor.
- B. All specified dates will be subject to a ten (10) day window five (5) days on either side of the scheduled date in order to allow for weather, field accessibility and Contractor work load.

## **GROUNDSKEEPING**

### **GENERAL SPECIFICATIONS & REQUIREMENTS**

A. All activities listed in this exhibit are to be completed for each area designated in these specifications.

B. Activities listed in this exhibit are to be completed in accordance with the growth cycles of the turf as much as possible. Under no circumstances, however, is this cycle to exceed seven (7) days. Modifications to this schedule shall be mutually agreed upon by the Contractor and the Board's representative.

C. Groundskeeping activities are to be conducted during the months specified. Modifications to this schedule shall be mutually agreed upon by the Contractor and the Board's representative.

D. The Contractor is responsible for the clean up of trash and debris which may be encountered during the mowing process. Under no circumstances is the Contractor to mow over trash and debris.

### **MOWING**

A. Mowing frequency should be based on the growth rate of the grass but not to exceed the seven (7) day cycle.

B. Mowing height is to be consistent with the use of the area and with appropriate maintenance standards. During regular maintenance cycles on non athletic areas, mowing height should be maintained between three and four inches (3 and 4 inches). If the grass height exceeds 4" the contractor is required to begin mowing within 24 hours weather permitting.

C. On athletic areas, the following mowing height should be maintained:

1. Stadium field – two (2) inches in season, three (3) inches out of season.
2. Soccer/baseball field (soccer portion) – two (2) inches in season, three (3) inches out of season. Baseball portion – two (2) inches in season, infield to be maintained at one and one half (1.5) inches in season, three (3) inches out of season. Field Hockey – one and a half (1.5) inches in season, three (3) inches out of season.
3. All other athletic areas – three (3) inches throughout the year.

D. During the summer months (July & August) turf areas should be cut at a maximum height.

E. The pattern of mowing should be altered frequently in order to avoid compaction and wear patterns caused by mowing equipment.

F. Clippings are to be removed from the athletics turf areas. In all other areas the clippings are properly cut and distributed. Should the situation arise where, due to weather conditions, an

inordinate amount of clippings would be left creating unsightly piles detrimental to the continued proper growth of turf areas, contractor will remove clippings.

G. Mower selection shall be determined by the contractor with the exception of athletic turf areas. Athletic areas are to be cut using reel mowers or finish cut rotary mowers. Regardless of mower selection, sharp cutting blades are essential for proper mowing and are the responsibility of the contractor.

H. It is the contractors' responsibility to insure the proper maintenance and calibration of equipment.

### **TRIMMING**

A. Trimming of obstacles, and the buildings and turf grass edges, should be accomplished at the same frequency as the mowing schedule.

B. Trimming should include the use of push mowers, power edgers, nylon line trimmers and hand clippers where necessary.

C. A non-selective herbicide may be used for this purpose in areas mutually agreed upon by the contractor and the Board's representative. These materials must be applied during the active growth stage of the turf grass plant. In all cases of chemical use, applicators must be certified or licensed, even when the specific chemical is not restricted.

### **EDGING AND SWEEPING**

A. All sidewalks, curbs, planting beds or abrupt transition areas adjacent to maintained turf should be edged approximately once every four (4) to six (6) mowings.

B. All walks and drive areas are to be swept or blown clean of all clippings, dirt and debris after grounds keeping activities have taken place. Under no circumstances should contractor leave the site for the day without completing this step. Clippings left on walkways will make the most professional job look bad.

### **PRUNING AND TRIMMING**

A. Pruning and trimming should be completed as required but no less than one (1) time per year. This includes all areas of school properties.

B. All dead branches and limbs are to be removed during the dormant season or prior to becoming a safety risk to building occupants or other district property.

C. Bushes and shrubs should be thinned of older wood from the center of the plant annually. The need for trimming and or shearing should be inspected monthly and completed as required in order to maintain a neat, well-kept appearance.

D. Storm damage in the form of split or broken branches should be pruned to a point lower on the stem where another shoot is growing.

## **LANDSCAPE RENOVATIONS**

A. Once per season, (after pruning and trimming) provide clean-up, bed edging and shredded mulch installation to specified areas: **BOE Building, DHS main entrance, DMS café, entrance & courtyard, DIS main entrance.**

1. Apply granular weed pre-emergent material, such as “SNAPSHOT”, prior to mulch installation and maintain as weed-free during contract term. Services shall be scheduled and completed prior to graduation schedules. Mulch installed to two (2) inches deep. Services shall not interfere with regular school schedule.

## **IRRIGATION SYSTEM MAINTENANCE**

A. Irrigation system maintenance consists of the winterization and start up of irrigation systems.

B. Irrigation systems are located at (3) schools. The fields are at the high school stadium, one (1) soccer field/baseball field and one (1) field hockey field (1) varsity softball field, (1) practice field. Middle school is one (1) baseball field, one (1) softball field and one (1) lacrosse/field hockey field, (1) soccer field and (1) small soccer field. Intermediate school – one (1) soccer field.

C. Contractor is to ensure that appropriate winterization procedures is followed in order to safeguard systems during winter freeze.

D. Contractor is to ensure that appropriate start up procedures is followed in order to safeguard systems during initial pressurization of the system.

E. Irrigation system monitoring shall be completed monthly.

## **RESEEDING AND REPAIR**

A. Reseeding of bare spots may be necessary from time to time on all regular (general areas) and athletic turf areas. Where and when bare patches occur, the contractor will be responsible to provide the needed repairs as described below:

1. Till area to be reseeded to a minimum depth of four (4) inches.
2. Add sufficient topsoil to fill in any low spots.
3. Apply basic starter fertilizer.
4. Re-till and finish grade for seeding.
5. Seed with specified seed mixture. Seed at a rate of 10 pounds per 1,000 sq. ft.

6. Drag or lightly rake seed into one-quarter inch of topsoil.
7. Firm with light roller to insure good seed contact with soil.
8. Mulch with appropriate mulching material.

## LIMING

A. Liming to be completed once per year, using specified materials in accordance with soil test results, at a time to be determined by the contractor and the Boards representative.

## GENERAL

A. All activities listed in this exhibit or specifications are to be completed for each area as designated in the specifications unless otherwise specified.

B. All turf maintenance activities are designed and intended to produce deep rooted, vigorous, sod-like growth which is drought and disease resistant and resilient enough to stand up to the activities which take place on these areas.

## AERATION

It is expected that aeration will be done on all grounds including general areas and athletic areas.

A. Aeration shall be completed **twice annually** at a time to be determined by the contractor and the Boards representative.

B. Aeration to be completed in three (3) passes, with each pass covering the entire area, and each pass being made in a different direction.

C. Aeration to be done using a spoon type aerator.

D. During the fall aeration cores are to be left on the surface. During the spring aeration, cores are to be broken up using a drag.

E. Prior to aerating, the contractor should be aware of the current soil conditions. Aeration should be avoided when the soil is either excessively wet or excessively dry. Appropriate schedule modifications should be made in consultation with the Boards representative.

## OVER SEEDING

A. Over seeding shall be completed **twice annually on athletic fields** at a time to be determined by the contractor and the Boards representative. This work is to include all school facilities turf areas.

B. Athletic field over seeding to be accomplished at a rate of ten (10) pounds/1,100 sq. ft. using a turf type disk seeder. Seeder to be run in two (2) different directions with half the seed being sown in each direction.

C. Non-Athletic field over seeding to be completed **once annually** in early spring. Seeding to be accomplished at a rate of five (5) pounds/1,000 sq. ft. using a turf type disk seeder. Seeder to be run in two different directions with half the seed being sown in each direction.

### **DELRAN HIGH SCHOOL INFIELD RENOVATION**

A. DHS baseball & softball infields are to be edged and groomed once prior to spring sports schedule and once in the fall. Infield grass lines will be edged and remove all vegetation. Nail-drag entire infield areas to remove low and high spots and flat-drag as final grooming. Hand grading and raking will be required. Current conditions and weather will determine actual schedule of services.

### **THATCHING**

A. Thatching shall be completed once annually at a time to be determined by the contractor and the Board's representative. Thatching must be done on all school maintained areas along with the athletic fields.



## TURF TREATMENT SCHEDULE

Contractors' application apparatus must be equipped with the turf tires in order to be permitted on athletic turf areas. No ribbed, dual or street tires shall be permitted. Chemical and pesticide treatments must be performed on all school lawns, fields and all maintained areas. Documentation and proof of compliance must be submitted to the Area Supervisor of Support Services for each treatment.

Non-athletic turf must be treated with fertilizer once annually either spring or fall. The need for insecticides, fungicides and other treatments will be dictated by annual testing and general conditions of the turf. The existing lawns and fields are in good condition. It is the contractor's responsibility to survey the existing conditions to determine what future requirements may be necessary. These costs shall be included in the base bid cost.

### TREATMENT SCHEDULE

Early July	10-1-10 Fertilizer Insecticide Fungicide
Mid-August	18-3-3 Fertilizer Fungicide
Late September	36-18-5 Fertilizer
Late October	10-10-10 Fertilizer Limestone
Early March	20-10-10 Fertilizer Pre-emergent & broad leaf weed control & insecticide
Early May	10-10-10 Fertilizer Pre-emergent & broad leaf weed control & insecticide

## SPECIFICATIONS FOR TURF TREATMENT

Specification for the application of fertilizers, herbicides, pesticides, etc., on athletic fields located at Delran High School, Delran Middle School and Delran Intermediate School. Also all turf areas located throughout the school district at all schools and support buildings.

### SCOPE

The work contemplated by these specifications consists of the provisions of labor, material, equipment and services required to complete the chemical treatments and tests prescribed in accordance with the schedule provided. The contractor shall thoroughly acquaint himself with the specifications, references and requirements prior to submitting his quote.

### CONTRACTOR REQUIREMENTS

All work performed under this contract shall be performed under the direct supervision of a licensed, certified chemical applicator.

**Contractor shall submit the following upon request:**

- 1. Proof of applicator's license, including category 13 (IPM for schools).**
- 2. Product literature and material safety data sheets for all materials used or contemplated for use.**

All chemicals and materials contemplated for use in accordance with this specification are to be EPA approved and must be mixed and applied in accordance with Federal, State and Local regulations as well as manufacturer's requirements. All applications shall be made using reasonable caution and prudence.

Contractor's application apparatus must be equipped with turf tires in order to be permitted on athletic turf areas; no ribbed, dual or street tires shall be permitted.

It is the contractor's responsibility to ensure that all equipment is properly calibrated prior to application and that adequate spacing and over flap is maintained. The contractor shall present his findings, along with written evaluations and recommendations, no later than the last day of October and the last day of May.

Contractor to provide a work schedule, which follows specification requirements for application and testing. Anticipated application and testing dates are to be specified by contractor. All specified dates will be subject to a ten (10) day window (five days on either side of the schedule date) in order to allow for weather, field accessibility and contractor work load.

### SITE LOCATION

Delran High School is located at Hartford and Conrow Roads in Delran, NJ. The Middle School is located on Chester Avenue in Delran, NJ and the Intermediate School is located on Creek Road.

The following athletic fields, totaling approximately 920,000 sq. feet are to be included in the treatment program.

**DHS**

Soccer/baseball field  
Field hockey field  
Softball field  
Football field  
Athletic practice field

**DMS**

2 soccer fields  
1 baseball field  
1 softball field  
1 lacrosse/field hockey

**DIS**

1 soccer field

All measurements are approximate and are provided for estimating purposes. It is the contractors' responsibility to verify all measurements as required.

**TURF NUTRIENT/PEST MANAGEMENT PROGRAM**

**EARLY SPRING (March-April)**

**Fertilization** with an analysis of 27-9-12 or a similar ratio as indicated by a soil test. A minimum of 20% of the nitrogen should be from a controlled release source such as Isobutylidene Diurea (IBDU), Urea-Formaldehyde such as Isobutylidene (UF), Methylene Urea, or Sulfur coated Urea (SCU). All fertilizers should be blended completely to form a uniform mixture. Homogeneous blends are acceptable.

Rate of application should provide 0.5-0.75 lb. of nitrogen per 1,000 sq. ft. of treated area.

**Broadleaf Weed Control** using a commercially available and currently labeled formulation containing 2, 4-D, mecoprop and dicamba. Application rate should provide ingredient per acre and dicamba at 0.09-0.11 lb. active ingredient per acre. Follow label instructions for the application of all pesticides.

**LATE SPRING (May-June)**

**Fertilization** with an analysis of 23-11-15 or a similar ratio as indicated by soil test. A minimum of 20% of the nitrogen should be from a controlled release source such as Isobutylidene Diurea (IBDU), Urea-Formaldehyde (UF). Methylene Urea or Sulfur Coated Urea (SCU). All fertilizers should be blended completely to form a uniform mixture. Homogeneous blends are acceptable.

Rate of application should provide 0.75 – 1.25 lb. of nitrogen per 1,000 sq. ft. of treated area.

**Broadleaf Weed Control** using a commercially available and currently labeled formulation containing 2, 4-D, mecoprop and Dicamba. Application rate should provide 2, 4-D at 0.95–1.22 lb. active ingredient per acre, mecoprop at 0.53-0.65 lb. active ingredient per acre, and Dicamba at 0.09–0.11 lb. active ingredient per acre. Follow label instructions for the application of all pesticides.

**Pre-emergent Crabgrass** annual grassy weed control using Bensulide, DCPA or Pendimethalin. Application rates are Bensulide at 10-20 lb. active ingredient per acre, or DCPA at 4-10 lb. active ingredient per acre, or Pendimethalin at 0.5-2.0 lb. active ingredient per acre. Follow label instructions for the application of all pesticides.

### **SUMMER (July-August)**

**Fertilization** with an analysis of 31-0-0 or a similar ratio as determined by source and available moisture. A minimum of 50% of the nitrogen should be from a controlled release source such as Isobutylidene Diurea (IBDU), Urea-Formaldehyde (UF), Methlene Urea or Sulfur coated Urea (SCU). All fertilizers should be blended completely to form a uniform mixture. Homogeneous blends are acceptable.

Rate of application should provide 0.00-0.5 lb. of nitrogen per 1,000 sq. ft. of treated area.

**Post Emergent Crabgrass** annual grassy weed control using fenoxaprop or MSMA. Application rates are fenoxaprop at 0.08-0.35 lb. active ingredient per acre, Monosodium Methanarsenate at 2:08 lb. active ingredient per acre. Follow label instructions for the application of all pesticides.

**Surface Feeding Insect Control** using Chlorpyrifos or Isazofos. Application rates are Chlorpyrifos at 1.0-2.0 lb. active ingredient per acre or Isazofos at 1.0 lb. active ingredient per acre. Follow the label instructions for the application of all pesticides.

### **EARLY FALL (September-October)**

**Fertilization** with an analysis of 23-11-15 or a similar ratio as indicated by soil test. A minimum of 20% of the nitrogen should be from a controlled release source such as Isobutylidene Diurea (IVDU), Urea-Formaldehyde (UF), Methylene Urea, or Sulfur coated Urea (SCU). All fertilizers should be blended completely to form a uniform mixture. Homogeneous blends are acceptable.

Rate of application should provide 0.75-1.25 lb. of nitrogen per 1,000 sq. ft. of treated area.

**Broadleaf Weed Control** using a commercially available and currently labeled formulation containing 2, 4-D Mecropop and Dicamba. Application rate should provide 2, 4-D at 0.95-1.22 lb. active ingredient per acre, Mecropop at 0.53-0.65 lb. active ingredient per acre, and Dicamba at 0.09-0.11 lb. active ingredient per acre. Follow label instructions for the application of all pesticides.

**Surface Insect Control** for grubs (1) using Isofenfos, Trichlorfon or Isazofos. Application rates are Isofenfos at 1.96 lb. active ingredient per acre, or Trichlorfon at 8116 lb. active ingredient per acre, or Isazofos at 2.0 lb. active ingredient per acre. Follow label instructions for the application of all pesticides.

#### **LATE FALL (November-December)**

**Fertilization** with an analysis of 21-0-0 or a substitute containing phosphorus and/or potassium as needed based on current soil test recommendations. A minimum of 20% of the nitrogen should be from a controlled release source such as Isobutylidene Diurea (IBDU), Urea-Formaldehyde (UF), Methylene Urea or Sulfur coated Urea (SCU). All fertilizers should be blended completely to form a uniform mixture. Homogenous blends are acceptable.

Rate of application should provide 1.25-2.00 lb. of nitrogen per 1,000 sq. ft. of treated area.

**Subsurface Insect Control** can be done in the early fall time period based on pest pressure.

**PROPOSAL FORM 1: RESPONDENT'S CHECKLIST**

This checklist is provided to assist the Respondent in insuring that its Proposal is complete and responsive. **Submission of this checklist is recommended but not mandatory.** It shall, however, remain the sole and exclusive responsibility of each Respondent to insure that its Proposal complies with all requirements. Check off when complete:

- Form 1: This Respondent's Checklist**
- Form 2: Bond/Security**
- Form 3: Consent of Surety**
- Form 4: Respondent's Ownership Disclosure**
- Form 5: Contractor/Respondent Political Contribution Disclosure Form and Certification**
- Form 6: Respondent's Certification of Authority, Veracity, Non-Collusion and Non-Debarment**
- Form 7: Disclosure of Investment Activities in Iran**
- Form 8: Proposal**

By: \_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

**NOTE: Include documentation to demonstrate the authority of the representative to bind the Respondent's company to this bid.**

**FORM 2: BOND/BID SECURITY**

**THE UNDERSIGNED RESPONDENT** and “**Surety**”, a corporation duly authorized to transact business in the State of New Jersey, are held and firmly bound unto the **Delran Township Board of Education** (the “**OWNER**”) for the full and just sum of **10% of the Proposal Price, not to exceed \$20,000:**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_),  
(WORDS) (FIGURES)

The payment of which sum the **RESPONDENT** and **Surety** bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the covenants herein. The **RESPONDENT** has submitted a Proposal to perform certain Work described in Bidding Documents entitled:

**GROUNDSKEEPING AND TURF CARE MAINTENANCE**

The **Surety** hereby agrees to pay the full face value of this Bond to the **OWNER**, as Liquidated Damages, and not as a penalty, unless this Bond is void.

This Bond shall only be void if the **RESPONDENT** well, truly and faithfully performs all requirements contained in the Bidding/Contract Documents incident to an Award of the Contract including, but not limited to, proper execution and submission of all Contract forms and all other required documentation.

On this \_\_\_ day of \_\_\_\_\_ 2015, the **RESPONDENT** and **Surety** hereby bind themselves herein:

**FOR THE RESPONDENT:**

**FOR THE SURETY:**

\_\_\_\_\_  
(Name of **RESPONDENT**)

\_\_\_\_\_  
(Name of **Surety**)

By: \_\_\_\_\_  
(Print Name-**RESPONDENT**'s Authorized Representative)

By: \_\_\_\_\_  
(Print Name of Attorney-in-Fact)

By: \_\_\_\_\_  
(Signature-**RESPONDENT**'s Authorized Representative)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**IMPORTANT – ATTACH AND SUBMIT WITH THE BID:  
A POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT WHICH IS CURRENTLY DATED  
and VALID FOR THE ENTIRE AMOUNT OF THE BOND**

**NOTE: RESPONDENTS MUST USE THIS FORM OR ITS LEGAL EQUIVALENT. SUBMISSION OF AIA DOCUMENT A310, OR ANY OTHER FORM LIMITING OR POTENTIALLY LIMITING THE PENAL SUM OF THE BOND TO THE DIFFERENCE BETWEEN THE PROPOSAL PRICE AND THE OWNER'S COST OF THE WORK MAY BE CAUSE FOR REJECTION OF THE BID.**

**FORM 3: CONSENT OF SURETY**

In consideration of the sum of one dollar (\$1.00), lawful money of the United States of America, 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 person or persons making the same, it will become bound as surety and provide performance and payment bonds guaranteeing the Respondents faithful performance.

In witness whereof, said corporation has set its seal and caused there present to be signed by its fully authorized officer this \_\_\_ day of \_\_\_\_\_, 20\_\_.

A Corporate Acknowledgement and Statement to be hereto attached by the Surety Company.

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
(Surety Company)

***NOTE:*      TO ALL BONDING COMPANIES**

ANY STANDARD BONDING COMPANY FORMS IN COMPLIANCE WITH NEW JERSEY LAW  
WILL BE ACCEPTABLE

FAILURE TO COMPLETE AND SUBMIT A FORM OF CONSENT OF SURETY WITH YOUR  
PROPOSAL MAY RESULT IN THE REJECTION OF YOUR PROPOSAL



**FORM 4: OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Board of Education** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Board of Education** to notify the **Board of Education** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**FORM 5: POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26 and N.J.A.C. 6A:23A-6.3

**Part I – Contractor Information**

Contractor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name
Title	Date

**Part II – Contribution Disclosure**

Disclosure requirement: This disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities of Middlesex County, New Jersey pursuant to N.J.S.A. 19:44A-20.26.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

**FORM 6:**  
**CERTIFICATION OF AUTHORITY, VERACITY, RELIANCE,**  
**NON-COLLUSION AND NON-DEBARMENT**

Having complete knowledge as to the statements made herein, I, \_\_\_\_\_  
hereby certify as follows: (Print Name)

1. I am the undersigned, who, on behalf of the RESPONDENT and with full authority to do so, has executed this Certification in connection with its Bid;
2. The RESPONDENT is registered with the State of New Jersey, Department of the Treasury, Division of Revenue (COPY OF BUSINESS REGISTRATION CERTIFICATE MUST BE PROVIDED PRIOR TO AWARD OF CONTRACT);
3. The RESPONDENT 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 within Bid;
4. I further warrant that, no person or selling agency has been employed, or retained, to solicit, or secure, such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employee or bona fide established commercial or selling agencies identified as follows:

- 
5. The RESPONDENT is not, as of this date, and has not been at any time within three (3) years immediately preceding the date on which Proposals were received, included on the New Jersey State Treasurer's List of Debarred, Suspended or Disqualified Respondents; the RESPONDENT hereby acknowledges that it may be debarred, suspended or disqualified from contracting with the OWNER if it commits any of the acts listed in N.J.A.C. 17:19-4.1 and further acknowledges its obligation to notify the OWNER immediately if it appears that said RESPONDENT may be added to any such list.
  6. All statements and representations contained in the RESPONDENT's Proposal are true, complete and correct, and made with full knowledge that the OWNER shall rely upon same in awarding a public contract for the Work as defined in the Contract Documents.

RESPONDENT's Authorized Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title

Notary Public: Sworn and Subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 2017:

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print or Type Notary's Name

Commission expires: \_\_\_\_\_ Notary's Seal: \_\_\_\_\_

**PROPOSAL FORM 7: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Proposal # \_\_\_\_\_ Respondent: \_\_\_\_\_

Pursuant to Public Law 2012, c.25, any person or entity that submits a Proposal 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 the 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 to Hunterdon County ESC 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 spaces below.

Name: \_\_\_\_\_ Relationship \_\_\_\_\_ to \_\_\_\_\_ Respondent: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

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

Respondent 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 Board 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 Board to notify the Board in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, 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 Board and that the Board, at its option, may declare any contract(s) resulting from this certification void and unenforceable.

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

Title \_\_\_\_\_ Date \_\_\_\_\_

**The successful Respondent may be required to execute and submit this documents after award of the contract.**

**CONTRACT FORM 1: AGREEMENT**

**AGREEMENT** made as of this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

**BETWEEN** the Owner: Delran Township Board of Education

and the Contractor: \_\_\_\_\_

for the following Project: \_\_\_\_\_

The Owner and Contractor agree as follows:

**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Instructions to Respondents, Proposal and Contract Forms, Drawings (if any), Specifications, Addenda issued prior to execution of this Agreement, and modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

**THE WORK**

The term "Work" means the provision of goods and/or services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations. The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**CONTRACT SUM**

The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract in accordance with the Contractor's Proposal, a copy of which shall be attached hereto

The **CONTRACTOR** and **OWNER** hereby bind themselves:

**CONTRACTOR'S** Authorized Representative:

**OWNER'S** Authorized Representative:

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

**FORM 8: PROPOSAL**

**PROPOSAL FOR: THE DELRAN BOARD OF EDUCATION  
GROUNDSKEEPING AND TURF CARE MAINTENANCE**

Respondent Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(Please Check One): Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietor \_\_\_\_\_ Joint Venture \_\_\_\_\_

Respondent is organized pursuant to the laws of the State of \_\_\_\_\_. Note: Non-New Jersey entities must provide with their Proposals evidence of authority to transact business in New Jersey.

**Addenda: Respondent hereby acknowledges receipt of the following Addenda:**

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**TOTAL AMOUNT BID:**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
(WORDS) (FIGURES)

The signatory represents that he/she is fully authorized by the Respondent to submit this Bid, is doing so with the knowledge and consent of the Respondent, and that the Respondent consents to be bound by this Bid.

**This Proposal is respectfully submitted on this \_\_\_\_ day of \_\_\_\_\_, 2017.**

By: \_\_\_\_\_  
(Print Name and Title of Respondent's Signatory) (Signature)

Notary Public: Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
(Notary Signature) (Print or Type Notary's Name)

Commission expires on \_\_\_\_\_ Notary's Seal: \_\_\_\_\_

**RESPONDENT MUST ATTACH EVIDENCE OF AUTHORITY TO BIND ITSELF TO THIS PROPOSAL. EACH JOINT VENTURER MUST PROVIDE THE INFORMATION REQUIRED BY THE BIDDING DOCUMENTS AND MUST EXECUTE THIS BID.**

**BID PROPOSAL FORM**  
**BID BREAKDOWN**

**Groundskeeping & Turf Maintenance**

Please break down your base bid by facility. These costs will be used to determine additions or deductions if required.

- |           |                                |                            |          |
|-----------|--------------------------------|----------------------------|----------|
| <b>1.</b> | <b>High School</b>             | <b>Grounds Care</b>        | \$ _____ |
|           |                                | <b>Athletic Field Care</b> | \$ _____ |
| <b>2.</b> | <b>Middle School</b>           | <b>Grounds Care</b>        | \$ _____ |
|           |                                | <b>Athletic Field Care</b> | \$ _____ |
| <b>3.</b> | <b>Intermediate School</b>     | <b>Grounds Care</b>        | \$ _____ |
|           |                                | <b>Athletic Field Care</b> | \$ _____ |
| <b>4.</b> | <b>Millbridge School</b>       | <b>Grounds Care</b>        | \$ _____ |
|           |                                | <b>Athletic Field Care</b> | \$ _____ |
| <b>5.</b> | <b>Support Services Office</b> |                            | \$ _____ |
| <b>6.</b> | <b>Administrative Building</b> |                            | \$ _____ |

**Total of 1-6 equals the base bid: \$ \_\_\_\_\_**  
**[TO BE REPORTED ON PAGE 1 OF FORM #8]**

**Hourly Rates for work outside the contract-**

- |    |   |          |
|----|---|----------|
| 1. | Hourly rate for lawn cutting beyond the contract scope. | \$ _____ |
| 2. | Hourly rate for hand labor. (Unskilled)                 | \$ _____ |
| 3. | Hourly rate for skilled labor. (Mechanic)               | \$ _____ |
| 4. | Hourly rate for work on irrigation system.              | \$ _____ |

**Bulk Work – Unit costs – not included in the contract.**

- |    |  |          |
|----|--|----------|
| 1. | Supply and install (1) cubic yard of Cedar Mulch.                | \$ _____ |
| 2. | Supply and install (1) cubic yard of Double Shredded Root Mulch. | \$ _____ |



**Snow Removal**

All snow removal operations will be by request of the Delran Board of Education. The Board's administration will be in touch with the contractor prior to the threat of inclement weather. We have the option of having the vendor clear none, some or all of the facilities, at our discretion.

**Millbridge Elementary School**

- 1. Supply and apply Salt Sand Mix to entire lot. \$ \_\_\_\_\_
- 2. Plow lot, clear all walks and apply ice melt to all walks per event. Apply sand and salt mix to all plowed lots.
  - 2.A. 1"-3.1" \$ \_\_\_\_\_
  - 2.B. 3.2"-6.1" \$ \_\_\_\_\_
  - 2.C. 6.2"-9.1" \$ \_\_\_\_\_
  - 2.D. 9.2"-12.1" \$ \_\_\_\_\_
  - 2.E. 12.2"-18.1" \$ \_\_\_\_\_

**Delran Intermediate School**

- 1. Supply and apply Salt Sand Mix to entire lot. \$ \_\_\_\_\_
- 2. Plow lot, clear all walks and apply ice melt to all walks per event. Apply sand and salt mix to all plowed lots.
  - 2.A. 1"-3.1" \$ \_\_\_\_\_
  - 2.B. 3.2"-6.1" \$ \_\_\_\_\_
  - 2.C. 6.2"-9.1" \$ \_\_\_\_\_
  - 2.D. 9.2"-12.1" \$ \_\_\_\_\_
  - 2.E. 12.2"-18.1" \$ \_\_\_\_\_
  - 2.F. 18.2"-24.1" \$ \_\_\_\_\_

**Delran Middle School**

- 1. Supply and apply Salt Sand Mix to entire lot. \$ \_\_\_\_\_
  
- 2. Plow lot, clear all walks and apply ice melt to all walks per event. Apply sand and salt mix to all plowed lots.
  - 2.A. 1"-3.1" \$ \_\_\_\_\_
  - 2.B. 3.2"-6.1" \$ \_\_\_\_\_
  - 2.C. 6.2"-9.1" \$ \_\_\_\_\_
  - 2.D. 9.2"-12.1" \$ \_\_\_\_\_
  - 2.E. 12.2"-18.1" \$ \_\_\_\_\_
  - 2.F. 18.1"-24.1" \$ \_\_\_\_\_

**Delran High School/Administration Building**

- 1. Supply and apply Salt Sand Mix to entire lot. \$ \_\_\_\_\_
  
- 2. Plow lot, clear all walks and apply ice melt to all walks per event. Apply sand and salt mix to all plowed lots.
  - 2.A. 1"-3.1" \$ \_\_\_\_\_
  - 2.B. 3.2"-6.1" \$ \_\_\_\_\_
  - 2.C. 6.2"-9.1" \$ \_\_\_\_\_
  - 2.D. 9.2"-12.1" \$ \_\_\_\_\_
  - 2.E. 12.2"-18.1" \$ \_\_\_\_\_
  - 2.F. 18.2"-24.1" \$ \_\_\_\_\_