

Beverly City Board of Education

601 Bentley Avenue

Beverly, New Jersey 08010

INVITATION FOR BIDS

Sealed Bids will be received by the Beverly City Board of Education, Beverly, New Jersey on Thursday, February 23, 2023 at 2:15 PM at which time Bids will be publicly opened and read aloud for:

BID #22-02 LANDSCAPING SERVICES for the remainder of the 2022 - 2023 School Year and the 2023 - 2024 School Year.

Each Bid must be plainly marked: Bid #22-02 Landscaping Services for the remainder of the 2022 - 2023 School Year and the 2023 -2024 School Year.

Bids must be submitted on a standard proposal form in the manner designated therein and required by the specifications. Bids must be enclosed in sealed envelopes bearing the name of the contractor and the Bid number on the outside and addressed to Dr. Brian F. Savage, Staff Accountant/Board Secretary, Beverly City Board of Education, 601 Bentley Avenue, Beverly, New Jersey 08010 and must be accompanied by a Certified Check, Treasurer's Check or Bid Bond in the amount of ten percent (10%) of the Bid, payable to the Beverly City Board of Education, as a guarantee that if the contract is awarded, the Contractor will enter into a contract therefore and will furnish any Performance Bonds or other security required as a guarantee or indemnification.

For Bid security purposes, the vendor shall use \$45,000 to determine the maximum anticipated amount of this contract. Ten percent (10%) of that amount shall be submitted as the required Bid security. This Bid security, which must be submitted with the Bid, shall be in the form of a Certified Check, Treasurer's Check, or Bid Bond made payable to the Beverly City Board of Education.

The Bids must further clearly set forth any reductions in the Bid price, which result from a cash discount to the Board of Education. Take notice that the Board of Education will not consider any other benefits, supplies, services or emoluments offered by the contractor when determining the lowest responsible contractor who also meets specifications.

Contractors are advised that the Certified Check, Treasurer's Check or Bid Bond submitted with this Bid shall represent security for this Bid only. **NO SECURITY WILL BE ACCEPTED IF IT INCLUDES SECURITY FOR ANY OTHER BIDS WHICH MAY BE SUBMITTED SIMULTANEOUSLY HEREWITH.**

Unless otherwise provided in any supplement to these instructions to contractors, no contractor shall modify, withdraw or cancel the Bid or any part thereof for sixty (60) days after the time designated for the receipt of Bids in the advertisement or Invitation to Bid.

The Beverly City Board of Education reserves the right to reject any or all Bids, in whole or in part, and to waive immaterial informalities.

Contractors are required to comply with the following requirements:

- N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action & Prevailing Wage Act)
- Pursuant to P.L. 1977, Chapter 33, effective March 8, 1977, prior to the receipt of the Bid, or accompanying the Bid, all corporate or partnership Contractors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

Any contractor whose stockholders or partners own less than 10% of the stock shall certify such fact to the District as a condition of his or her Bid.

- Pursuant to NJSA 52:34-14, Contractor shall submit with his or her Bid a Non-Collusion Affidavit
- P.L. 2004 c. 57 Business Registration Certificate
- The Public Works Contractor Registration Act P.L 1999 C 238
- State of New Jersey Prevailing Wage Act P.L.1963 C.150 (C.34:11–56.25, et Seq.)

Contractors are required to comply with the State of New Jersey Prevailing Wage Act, (P.L. 1963 c.150 (C.34:11 – 56.25, et. Seq.) and will be required to show proof of payment of prevailing wages to any and all employees involved in the performance of this contract. Contractors are encouraged to contact the State of New Jersey, Department of Labor, Prevailing Wage Determination Office in Trenton, New Jersey and request current copies of the appropriate County Wage and Benefits Rate.

The latest prevailing wage rates published by the New Jersey Department of Labor and Industry shall be made a part of every contract for the performances of the described work. Fringe benefits are a part of the prevailing wage rate. Each Contractor shall read carefully and fully the said published wage rates, and shall predicate his Bid on the said rates as minimum requirements. Submission of a Bid shall imply that the Contractor has carefully inspected all said wage rates, that the Contractor is thoroughly familiar with all provisions of the Prevailing Wage Act, and that should he be awarded a contract, he will fully and faithfully comply with all provisions of said Act. Copies of the latest published Prevailing Wage Rates may be obtained on application to:

N.J. State Dept. of Labor & Workforce Development
Division of Wage and Hour Compliance
P.O. Box 389
Trenton, NJ 08625-0389
(609) 292-2337

Bidding shall be in conformance with applicable requirements N.J.S.A. 18A:18A-1 et Seq., pertaining to the Public School Contracts Law.

Upon contract award, Contractor must furnish a deliver a performance/payment bond for 100 percent (100%) of the total contract.

PERFORMANCE BONDS (N.J.S.A. 18A:18A-25)

Pursuant to N.J.S.A. 18A:18A-25, Proposals shall be accompanied by a Consent of Surety in required form, assuring that satisfactory arrangements have been made between the surety and the Contractor by which surety agrees to furnish Contractor with a Performance Bond and Payment Bond, each in the amount of 100% of the amount Bid, but in no case less than \$20,000. The Consent of Surety shall be executed by an approved surety company authorized to do business in the State of New Jersey and in accordance with all applicable laws and with the three highest rating categories of rating companies nationally recognized.

Beverly City Board of Education
Attn.: Dr. Brian F. Savage
601 Bentley Avenue
Beverly, New Jersey 08010

Beverly City Board of Education
601 Bentley Avenue
Beverly, NJ 08010
TEL: (609) 387-2200
FAX: (609) 387-0986

NOTICE

SEALED PROPOSALS

Public Notice is hereby given that sealed proposals for the following will be received by the Beverly City Board of Education located at 601 Bentley Avenue, Beverly, NJ 08010 (Burlington County) on:

Thursday, February 23, 2023

Bid #22-02 Landscaping Services for the remainder of the 2022 - 2023 School Year and the 2023 - 2024 School Year.

The proposals will be publicly opened at 2:15 P.M., prevailing time. Specifications may be secured from and Bids shall be delivered to the above-stated location or mailed to:

Dr. Brian F. Savage
c/o Beverly City Board of Education
601 Bentley Avenue
Beverly, NJ 08010

Bids must be sealed and the Bid # and Title of the Bid marked on the Envelope.

Contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. (Public Contracts Affirmative Action Statute) and with any and all other Federal and New Jersey Statutes not specified herein.

The Board reserves the right to reject any and all Bids.

Brian F. Savage, Ed.D.
Staff Accountant/Board Secretary

PROPOSALS:

For furnishing Landscaping Services for the remainder of the 2022 - 2023 School Year and the 2023 - 2024 School Year on or before 2:15 P.M. on Thursday February 23th, 2023

Proposals must be endorsed on the outside of the envelope:

Bid #22-02 Landscape Services for the remainder of the 2022 - 2023 School Year and the 2023 - 2024 School Year.

In submitting Bids, Contractors must state unit price for each item and must post extensions by sections where applicable.

Bids must be submitted on standard proposal form in the manner designated therein and required by the specifications. Bids must be in enclosed sealed envelopes bearing the name of the Contractor and the Bid number on the outside and addressed to Dr. Brian F. Savage, Staff Accountant/Board Secretary, Beverly City Board of Education, 601 Bentley Avenue, Beverly NJ 08010, and must be accompanied by a Certified Check, Treasurer's Check or Bid Bond in the amount of ten percent (10%) of the Bid and payable to the Beverly City Board of Education as a guarantee. If the contract is awarded, the Contractor will enter into a contract therefore and will furnish any Performance Bonds or other Security required as a guarantee or indemnification.

For Bid security purposes, the vendor shall use \$45,000.00 to determine the maximum anticipated amount of this contract. Ten percent (10%) of that amount shall be submitted as the required Bid security. This Bid security, which must be submitted with the Bid, shall be in the form of a Certified Check, Treasurer' Check or Bid Bond made payable to the Beverly City Board of Education.

QUALITY:

Bids are particularly solicited in accordance with the description and specifications but Contractors may offer products of equal quality. If a substitute product is Bid upon, the determination of equality will be the sole discretion of the Board. Where any article is to be substituted the Contractor is required to state on the proposal the maker's name, the products' model or catalog number. The vendor may be required as a condition of considering the vendor's Bid, to bring a sample of any proposed substitute product to the Staff Accountant/Board Secretary. Each sample should be clearly marked with the Contractor's name, and the corresponding item number, which appears on the Board of Education Bid form. Failure to change the descriptions will be interpreted to mean that the Contractor intends to furnish the particular make of article called for in the specifications and the Board will insist upon delivery of specified items.

INTERPRETATION AND APPROVAL:

Should any dispute arise respecting the true construction and meaning of specifications, or whether a product or item is equal to that as called for, the same shall be decided by the Board in its sole discretion. The Board reserves the right to reject any or all Bids in whole or in part, to make awards item by item, by part or in bulk, to accept part from one Contractor and the remainder from another Contractor or Contractors, to waive minor defects and to cancel the contract at any time the foregoing conditions are not complied with or for any good and sufficient

reason, if deemed in the interest of the School District to do so. The Board of Education reserves the right to waive informalities in the submission of Bids.

ESTIMATED SERVICE:

The Beverly City Board of Education, Beverly City is requesting proposals on a time and material basis. Provide a cost per hour estimate.

a. COST PER HOUR \$_____ - See Bid Form

Bids are requested in terms of the hourly rate.

Unless otherwise provided in any supplement to these instructions to Contractors, no Contractor shall modify, withdraw or cancel his Bid or any part thereof for sixty (60) days after the time designated for the receipt of Bids in the advertisement or Invitation to Bid.

If the person and/or firm to whom an award is made shall fail to furnish and deliver the supplies or any item therefore within the time specified and allowed, the Board of Education may cancel as to those supplies which are not furnished and/or delivered and may also cancel the remainder of the order and may deduct and retain out of the monies due, or which may become due to such person or firm from the Board of Education, such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Board of Education may or shall be obligated to pay to procure such supplies from other parties and in addition, reasonable attorney's fees, cost of suit and damages of breach of contract.

SPECIFICATIONS

GENERAL INFORMATION:

It is the intent of the Beverly City Board of Education, Beverly, New Jersey to provide and secure all necessary equipment and employees in connection with the landscape services for the remainder of the 2022 - 2023 School Year and the 2023 - 2024 School Year.

The Contractor shall be responsible for all grass cutting, raking, cleaning, sweeping, etc. of all grounds, walkways, curbs, and sidewalks including the Lauinger Field as needed and defined by the Board of Education. The Contractor shall ensure that all lawns shall be maintained at height of two (2) to two and one half (2½) inches. Trim edges around all building drives, curbs, walks, and planted areas. Lawn areas shall be kept clean of leaves, dirt, and grass clippings. Grass cutting will be done no more than once a week or as required, and all trimming, edging, and cleaning will be done after cutting. Edging and cutting will be done when needed but not less than two times per month, when needed. The Contractor shall ensure that all lawn clippings are bagged and removed from the premises. The contractor will furnish to the Board of Education all equipment to be used by the contractor and submitted herewith; and furnish all personnel to perform the work of the landscaping services.

ALL CONTRACTORS MUST VISIT THE SITE PRIOR TO THE BID OPENING. FAILURE TO VISIT THE SITE WILL BE GROUNDS FOR REJECTION OF BIDS.

GENERAL TERMS:

Contractor will furnish the Beverly City Board of Education, Beverly, New Jersey the equipment/personnel described in said proposal and to make same available to said Board of Education when called upon for the purpose of landscape services so designated by the Board.

RATE PER HOUR:

Shall include the cost of each piece of equipment, all fuel, supplies, repairs, insurance. All contractors shall be required to Bid an hourly rate for landscape services that shall not vary regardless of time of day or day of week that work will be preformed.

OPERATING TIME:

Operating time means the time equipment is actually engaged in landscape services in the field.

PROCEDURE FOR UTILIZING RENTED EQUIPMENT:

The Superintendent of Schools, under direction, when she deems it necessary to utilize additional hired equipment, shall notify owners of such equipment when to report. Time for rental of this equipment will be kept by the School Business Administrator in their log activity.

STANDBY TIME:

The contractor will be paid from the time contractor arrives at authorized destination and until contractor is officially relieved from any further work.

DOWN TIME:

Down time is the time contractors' (all) equipment is out of service due to mechanical trouble.

HOLIDAYS:

CHRISTMAS DAY
NEW YEAR'S DAY
EASTER

When one of the aforementioned holidays fall on a Saturday or on a Sunday and is observed as such on the preceding or following day, the day of observance shall be construed as a holiday.

INSURANCE:

Contractor is to file with the Beverly City Board of Education, Beverly, New Jersey, certificates of insurance indemnifying the Board and himself and his sub-contractor, if any, for claims for personal injury or property damage to any persons arising out of use of any equipment owned by the Board or the Contractor. Said certificates shall be filed with the School Business Administrator and/or Board Secretary and shall be in limits of \$1,000,000.00 bodily injury and \$1,000,000.00 property damage.

Such certificates and endorsements shall be filed with the Beverly City Board of Education, Beverly, New Jersey at the time of notification of acceptance of proposal. The cancellation of insurance during the term of employment shall be considered to be a breach thereof.

The contractor shall include the Beverly City Board of Education, Beverly, New Jersey as an insured party to all insurance policies required hereunder. The contractor further represents that he has or will provide insurance in accordance with the Workmen's Compensation Act of the State of New Jersey, covering all his employees and that he shall furnish a certificate to the School Business Administrator and/or Board Secretary at the time of notification of acceptance of proposal.

Beverly City Board of Education will not pay any insurance costs.

EQUIPMENT:

Equipment to be installed on all equipment, when needed, by the contractor. All equipment serviced by vendors for landscape services, must be in good mechanical order. Personnel operating equipment/vehicles must possess a valid drivers/operator's licenses for the type of equipment/vehicle being operated. All equipment/vehicles must be properly registered and insured and meet all New Jersey Department of Transportation vehicle regulations.

PROPERTY DAMAGE

The contractor shall be responsible for the replacement of any property damaged or destroyed while performing the landscaping services, and shall report all incidents of actual or alleged damage immediately to the Superintendent of Schools. Repairs to be made within 72 hours of storm end, weather permitting.

STARTUP COSTS

Beverly City Board of Education will not pay for any start up fees.

ANY QUESTIONS REGARDING THIS BID PLEASE CONTACT:

Dr. Brian F. Savage
Staff Accountant/Board Secretary
Beverly City Board of Education
601 Bentley Avenue
Beverly, NJ 08010
609-387-2810 (direct line)

SAMPLES OF ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611


ISSUANCE DATE:
07/14/04

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)

J.P. S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**STATE OF NEW JERSEY**
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

(Rev. 4/10)
EXHIBIT A

Mandatory Equal Employment Opportunity Language
N.J.S.A. 10:5-31 et seq., (P.L. 1975, C.127)
N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts

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

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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 Public Agency Compliance Officer setting forth provisions of this non-discrimination 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 with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents:

- Letter of Federal Affirmative Action Plan Approval

- Certificate of Employee Information Report
- Employee Information Report (Form AA-302) (electronically provided by the Division and distributed to the public agency through the Division’s website at:
www.state.nj.us/treasury/contract_compliance)

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

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and agrees to furnish the required documentation pursuant to the law.

Company: _____

Address: _____

City, State, Zip Code: _____

Signature: _____
(sign) and (print)

Title: _____

Date: _____

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

The contractor and the Beverly City Board of Education (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the

contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, or 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 a Bid by any decision of the owner which is rendered pursuant to said grievance procedure. If any action of administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of the 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.

1. STOCKHOLDER DISCLOSURE:

Pursuant to N.J.S.A.52:25-24.2, no corporation or partnership shall be awarded any contract for the performance of work or the furnishing of materials or supplies to the State or any County, Municipality or School District, etc., unless the Bid is preceded or accompanied by a statement setting forth the names and address of all stockholders or partners whose interest in the corporation or partnership is ten percent (10%) or greater. If N.J.S.A.52:25-24.2 does not apply to the Contractor (i.e. sole owner, no one stockholder holding 10% or more of stock etc.) a written statement to this effect must accompany the Bid.

2. BUSINESS REGISTRATION:

All Contractors are hereby notified that every business organization must submit with their Bid a copy of their Business Registration Certificate, in compliance with P.L. 2004, c 57 of the State of New Jersey.

3. DISCLOSURE OF POLITICAL CONTRIBUTIONS:

The contractor is 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 (P.L. 2005, c 271, s.3) if the contractor receives contracts in the aggregate in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

4. VALIDITY:

This will not be a valid Bid and will not be read unless the following items are included with the Bid documents:

- A. Bid Bond, Certified Check or Treasurer's Check
(10% Total Amount Bid - But Not More Than \$20,000.00)
- B. Consent of Surety
- C. Certificate of Employee Information Report (State of N.J.).
- D. Statement of Disclosure of Ownership.
- E. Non-Collusion Affidavit.
- F. Business Registration Certificate.
- G. Contract/Vendor Questionnaire/Certification
- H. Bid Proposal Forms

AFFIRMATIVE ACTION QUESTIONNAIRE

Bid #22-02 Landscape Services for the remainder of the 2022 - 2023 School Year and the 2023 - 2024 School Year.

1. Our company has a federal Affirmative Action Plan approval.

Yes NO

A. Yes, a copy of said approval shall be submitted to the Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

2. Our company has a New Jersey State Certificate of Approval.

_____ Yes _____ NO

B. If yes, a copy of the New Jersey State Certificate shall be submitted to the Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

3. If you answered NO to both questions above, an Affirmative Action Employee Information Report AA302 (electronically provided by the Division and distributed to the Public Agency through the Division's Website at: www.state.nj.us/treasury/contract_compliance)

Complete the form in its entirety and submit the required fee of \$150.00. For Instructions on completing the form, go to: www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

NAME: _____
(Print or Type)

TITLE: _____
(Print or Type)

SIGNATURE: _____

DATE: _____

FORM OF PROPOSAL

FROM: Name of Contractor or Supplier: _____

Address: _____

City, State, Zip Code: _____

Area Code & Phone No. (_____) _____

TO: Beverly City Board of Education
601 Bentley Avenue
Beverly, New Jersey 08010

1. Pursuant to and in compliance with your specifications to Contractors and instructions to Contractors relating to, the under-signed hereby proposes to furnish the work, material or supplies set forth in the specifications.

2. In submitting this Bid, it is understood that the right is reserved by the Board of Education to reject any and all Bids, or to accept part of a Bid and reject the remainder thereof, or to accept part from one Contractor and the remainder from another Contractor or Contractors.

3. Unless otherwise provided in any supplement to these instructions to Contractors, no Contractor shall modify, withdraw or cancel the Bid or any part thereof for sixty (60) days after the time designated for the receipt of Bids in the advertisement or Invitation for Bids.

4. The undersigned Contractor agrees to perform and deliver the merchandise in accordance with the specifications:

5. ATTACHED HERETO IS:

A. CERTIFIED CHECK, TREASURER'S CHECK or BID BOND
(10% Total amount Bid - but not more than \$20,000.00)

B. CONSENT OF SURETY

C. CERTIFICATE OF EMPLOYEE INFORMATION REPORT (STATE OF N.J.).

D. STATEMENT OF DISCLOSURE OF OWNERSHIP.

E. NON-COLLUSION AFFIDAVIT.

F. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE.

G. CONTRACTOR/VENDOR QUESTIONNAIRE/CERTIFICATION

H. BID PROPOSAL FORMS

6. The undersigned has not entered into any collusion or fraud with any person in respect to this proposal or any other proposal, and the undersigned declared that no one other than the person named herein is interested in this proposal, and that the proposal is fair and that no member of the Board of Education is or shall become interested, directly or indirectly, in any portion or profit there from.

7. Contractor must complete and sign the Non-Collusion Affidavit in the presence of a Notary Public, whose signature and seal must be affixed.

In witness whereof, the Contractor has signed and sealed this Bid on the mentioned herein.

DATED

(TYPE OR PRINT NAME OF VENDOR)

WITNESS OR ATTEST

(PARTNER, OWNER OR OFFICER) Specify Title

A. STATEMENT OF DISCLOSURE OF OWNERSHIP

In accordance with the requirements of N. J. S. A. 52:25-24.2, the names and addresses of all (stockholders) (partners) who own 10% or more of the stock of, or a 10% or greater interest in:

are:

NAMES:

ADDRESSES

(USE ADDITIONAL SHEETS IF REQUIRED)

(SIGNATURE AND TITLE OF OFFICER)

(NAME OF CORPORATION OR PARTNERSHIP)

IF A CORPORATION, BID IS TO BE SIGNED BY TWO (2) OFFICERS AND CORPORATE SEAL AFFIXED.

B. CERTIFICATION OF INAPPLICABILITY OF DISCLOSURE REQUIREMENTS

The undersigned certifies that he/she is familiar with the N. J. S. A. 52:25-24.2 and that said requirements are inapplicable to:

(NAME OF COMPANY)

DATED

(SIGNATURE OF OFFICER)

ASSESTED BY: _____

NOTE: CONTRACTOR MUST COMPLETE AND SIGN EITHER FORM A OR FORM B ABOVE, AS APPLICABLE.

NON-COLLUSION AFFIDAVIT

State of New Jersey

s.s.

County of _____

I, _____ of the City of _____ in the County of _____ and the State of _____

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

I am _____ of the firm of _____ (Position in Company)

_____ and the Contractor making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said Contractor has not, directly or indirectly, entered into an agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive Bidding in connection with the above named project; and that all statements are true and correct, and made with full knowledge that the Beverly City Board of Education relies upon statements contained in the affidavit in awarding the contract for the said project.

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

_____ (Name of Contractor)

Subscribed and sworn to: _____

before me this _____ day of _____, 20_____

(Also Type or Print Name of Affiant Under Signature)

*NOTARY SEAL MUST BE AFFIXED

Notary Public of

My Commission Expires _____, 20_____

TO BE COMPLETED AND SIGNED BELOW

RETURN WITH BID

Contractor/Vendor Questionnaire/Certification

Landscape Services for the remainder of the 2022 - 2023 School Year and the 2023 - 2024 School Year.

Bid Number: 22-02

Bid Date: February 23, 2023

Name of Company _____

Street Address _____ P.O. Box _____

City, State, Zip _____

Business Tel. # (_____) _____

Emergency Tel. # (_____) _____

Business Fax # (_____) _____ E-Mail: _____

Years in Business _____ Number of Employees _____

References – Work Previously Done for School Systems:

Name of District:	Contact Person:	Telephone #:	Type of Work:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Vendor Certification

I declare and certify that no member of the Beverly City Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this Bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the Board has an interest in the Bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

I certify that I am not an official or employee of the Beverly City Board of Education.

President or Authorized Agent

Signature

TO BE COMPLETED AND SIGNED BELOW

RETURN WITH BID

Acknowledgement of Addenda (If Applicable Only)

LANDSCAPE SERVICES For the remainder of the 2022 - 2023 School Year and the 2023 - 2024 School Year.

Bid Number: #22-02

Bid Date: February 23, 2023

The Contractor acknowledges receipt of the hereinafter-enumerated Addenda, which have been issued during period of Bidding and agrees that said Addenda shall become a part of this contract. The Contractor shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.	ISSUING DATES:
_____	_____
_____	_____
_____	_____
_____	_____

_____ No Addenda Received

Name of Company: _____

Street Address: _____ P.O. Box _____

City, State, Zip Code: _____

Name of Authorized Representative: _____

SIGNATURE: _____ Date: _____

REQUEST FOR PROPOSAL FORM – Cost Summary

Bid #22-02 Landscape Services for the remainder of the 2022 - 2023 School Year and the 2023-2024 School Year.

Equipment List: (If n/a please indicate such)

A. _____	_____	_____	_____
Gross Vehicle Weight	Equipment	Price per hour (regular time)	Price per holiday (holiday time)

B. _____	_____	_____	_____
Gross Vehicle Weight	Width Snow Blade	Price per hour (regular time)	Price per hour (holiday time)

Furnish Worker With Equipment:

C. Worker w/ Equipment	_____	_____
	Price per hour (regular time)	Price per hour (holiday time)

D. Worker w/ Equipment	_____	_____
	Price per hour (regular time)	Price per hour (holiday time)

E. Worker w/ Equipment	_____	_____
	Price per hour (regular time)	Price per hour (holiday time)

Bid prices must be held firm for the remainder of the 2022- 2023 School Year and the 2023 - 2024 School Year

BUILDING LOCATIONS

1. Beverly City School
601 Bentley Avenue
Beverly, NJ 08010

2. Property – Lauinger Field Sidewalks
601 Bentley Avenue
Beverly, NJ 08010

Company Name: _____

Address: _____

Telephone No: (_____) _____

Fax No: (_____) _____

Contact Person: _____
(please print)

Authorized Signature: _____

ATTENTION TO ALL PROSPECTIVE CONTRACTORS

Due to recent revisions in New Jersey's Public Procurement Law, the Beverly City Board of Education is exercising its right to implement the following:

All Bid specifications and contracts for services, other than professional services, the statutory length of which is for three years or less, will include provision for the board's option to renew the contract for one two-year extension or two one-year extensions as provided by N.J.S.A. 18A:18A-42.

The board reserves the right to receive any Bid as a "competitive quotation" pursuant to N.J.S.A. 18A:18A1-37 et seq. if formal Bidding procedures are not required and the Board is so Authorized. Formal Quotations allow the board the legal right to base the award to the most advantageous vendor, price and all other factors being considered.

The board also reserves the right to "release" the contracted vendor prior to completion of the contract for what the Board see's as a failure to execute the contract as per the specifications, poor overall performance and/or substandard quality of goods.

The board also reserves the right to terminate any multiyear lease or contract if the necessary funds are unavailable due to budgetary constraints and/or non appropriation of funds pursuant to N.J.S.A 18A:18A-42.

The Board of Education may reject all Bids for any of the following reasons:

The lowest Bid substantially exceeds the cost estimates for goods or services; OR

The lowest Bid substantially exceeds the Board of Education's appropriations for the goods or services; OR

The Board of Education decides to abandon the project for provision or performance of the goods or services; OR

The Board of Education wants to substantially revise the specifications for the goods and services; OR

The purpose or provisions or both of N.J.S.A. 18A: 18A-1 et seq. are being violated; OR

The Board of Education decides to use the State authorized contract pursuant to N.J.S.A. 18A:18A-10.

CHECKLIST OF ATTACHMENTS

DOCUMENTS TO BE RETURNED WITH BID:

- _____ Bid Bond or Certified Check or Treasurer's Check
(10% Total Amount Bid – But Not More Than \$20,000.00)
- _____ Consent of Surety
- _____ Disclosure Statement
- _____ Affirmative Action Questionnaire (Certificate of Employee
Information Report – State of NJ)
- _____ Non-collusion Affidavit
- _____ Business Registration Certificate
- _____ Contractor/Vendor Questionnaire/Certification
- _____ Bid Proposal Forms

The documents listed above when required, are to be submitted with the Bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(Y).

Bid is placed in sealed envelope clearly marked "Bid #12-___, (with the name of the Bid)", bearing name and address of Contractor. (Bids submitted by express package, - i.e. FedEx, UPS, should have a separate sealed envelope inside, as the express package could be opened by a mail clerk prior to the Bid opening.)

Certifying Agent

TO ALL CONTRACTORS:

REMINDER!

Did you sign all the Bid documents?

All Bid documents returned to the Board shall be signed with original signatures. PLEASE TRY TO USE BLUE INK.

The Board will not accept facsimile or rubber stamp signatures.

Failure to sign all Bid documents may be cause for disqualification and rejection of the Bid.

Dr. Brian F. Savage
Staff Accountant/Board Secretary

Beverly City Board of Education
Beverly, New Jersey 08010