

**LEGAL NOTICE
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY
NOTICE TO BIDDERS**

SEALED BIDS will be received on **June 13, 2023** at the offices of the Rockaway Valley Regional Sewerage Authority at 99 Greenbank Road, Township of Parsippany-Troy Hills, County of Morris, New Jersey up until **10:00 A.M.** prevailing time, at which time bids will be publicly opened and read aloud for the following:

LAWN MAINTENANCE

Bids which are mailed to the Authority's office shall be sealed and will not be opened until the date and time specified above. No bids shall be accepted or considered that are received after the date and time specified above. The materials and/or services shall be in accordance with the standards and requirements as set forth in the Contract Documents which may be obtained at the office of the Authority located at 99 Greenbank Road, Parsippany, New Jersey, by emailing a request to Janice Fox, at jfox@rvrsa.org. Technical questions should also be emailed to Janice Fox at jfox@rvrsa.org no later than June 6, 2023. There is no charge for obtaining the electronic Contract Documents which provide bidding requirements, contract forms and specifications. Original signed and sealed plan is available for inspection at RVRSA upon request.

Mailing Address: RD #1, 99 Greenbank Road
Boonton, NJ 07005-9602

Telephone: (973) 263-1555
Fax: (973) 263-9068
Email: jmondsini@rvrsa.org

Each bid must be accompanied by a Certified Check, Cashier's Check or Bid Bond, payable to the Authority as a guarantee that the low bidder will enter into the contract bid upon. The amount to be deposited shall be 10% of the total amount bid, but in no case shall exceed \$20,000. Any bid that is not accompanied by said check or Bid Bond will be rejected. Said checks or bid bonds of unsuccessful bidders will be returned upon the execution of the contracts and the filing of the required bond.

The Rockaway Valley Regional Sewerage Authority reserves the right to reject any and all bids, should the Authority determine it is in the public interest to do so.

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5-31 ET SEQ. (P.L. 1975, C. 127) AND N.J.A.C. 17:27.

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

/s/

JoAnn Mondsini
Executive Director

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ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

BID DOCUMENT CHECKLIST

The Bidder should initial all the items as listed below:

	<u>Submitted</u>
Bid Document Checklist	_____
Bid Proposal Form either for 12 months, 24 months or both	_____
Bid Security/Bid Bond Form	_____
Ownership Disclosure Certification	_____
Non-Collusion Affidavit	_____
Certificate of Insurance	_____
Equipment Certification	_____
Table 1. List of Equipment Owned or Controlled	_____
Table 2. List and Certification of Equipment Not Owned or Controlled	_____
Non-Discrimination Certification	_____
Acknowledgement of Receipt of Bid Addendum Documents	_____
State of NJ Business Registration Certificate	_____
Required Evidence of Affirmative Action Regulations (Report & Certification)	_____
Combined Certification: Prohibited Activities in Russia and Belarus & Investment Activities in Iran	_____
Federal Non-Debarment Certification	_____

Bidders should initial that documents below have been reviewed by bidder

Affirmative Action Requirements	_____
Americans with Disabilities Act	_____
Federal Labor Standards and Federal Wage Rates	_____

This form must be submitted with the entire bid package to confirm compliance with required documentation.

Section I - Item No. 2

**BID PROPOSAL FORM
FOR
LAWN MAINTENANCE**

THE **UNDERSIGNED**, as Bidder, declares that only persons or parties interested in this Proposal as principals are named in the Ownership Disclosure Statement that this Proposal is in all respects fair and without collusion or fraud; that he/she has carefully examined the Bid Documents; and that he/she proposes and agrees that if this Proposal is accepted of notifications of award of contract, he/she will contract with the Rockaway Valley Regional Sewerage Authority, within ten (10) days of notification of award of contract to provide the necessary materials and services specified in the Contract Documents in the manner and time therein specified and that he/she will take full payment therefore the following prices, to wit:

NOTE: This Proposal must be accompanied by the following Documents:

1. Bid Document Checklist
2. Bid Proposal Form: either for 12 months, 24 months or both
3. Bid Security/Bid Bond Form
4. Ownership Disclosure Certification
5. Non-Collusion Affidavit
6. Certificate of Insurance
7. Equipment Certification (3 pages)
8. Non-Discrimination Certification
9. Acknowledgement of Receipt of Bid Addendum Documents
10. State of NJ Business Registration Certificate
11. Required Evidence of Affirmative Action Regulations (report & certification)
12. Combined Certification: Prohibited Activities in Russia and Belarus & Investment Activities in Iran
13. Federal Non-Debarment Certification

ITEM 2a: Bid Proposal Form for 12 Month Contract – complete form

ITEM 2b: Bid Proposal Form for 24 Month Contract – complete form

Bidders may bid for a 12-month period, or a 24-month period, or both. The Rockaway Valley Regional Sewerage Authority at its sole discretion will award either the 12-month contract, 24-month contract, or reject all bids. The bid will be awarded to the lowest responsive bidder for the alternative chosen by RVRSA.

PLEASE NOTE: All prices must be written in ink, in both words and numbers, in cases of discrepancies between words and numbers, the words shall be taken as the price intended. All blanks and spaces must be filled in.

The entire Bid Package must be submitted for the bid to be considered for review.

ITEM 2a – BID PROPOSAL FORM

LAWN MAINTENANCE

2023 Lawn Season

TO: ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

The undersigned having carefully examined the Contract Documents for the material named below will contract to supply the service in accordance with the same.

UNIT PRICE (WEEKLY CUT) DOLLARS/WEEKLY CUT
(2023 SEASON – June 12, 2023 – November 30, 2023)*

\$/ WEEKLY CUT: _____ x 25-weeks = _____

Unit Bid Price per Weekly Cut (2023 Season) for 25-weeks (**Amount in Words**)

*RVRSA does not guarantee that lawn maintenance will be necessary each week between June 12, 2023 and November 30, 2023. Amount of weeks is an estimate for bid comparison only.

The bidder guarantees that the service to be provided shall be identical to that as required in the bid specification.

The undersigned is (an Individual)
(a Corporation) under the laws of the State of _____.
(a Partnership)

COMPANY: _____

ADDRESS: _____

PRINT NAME/TITLE : _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

ITEM 2b – BID PROPOSAL FORM

LAWN MAINTENANCE

2024 Lawn Season

TO: ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

The undersigned having carefully examined the Contract Documents for the material named below will contract to supply the service in accordance with the same.

<p>UNIT PRICE (WEEKLY CUT) DOLLARS/WEEKLY CUT (2024 SEASON – April 1, 2024 – November 30, 2024)*</p> <p>\$/ WEEKLY CUT _____ x 35 weeks = _____</p> <p>Unit Bid Price per weekly cut for 35-weeks: (2024 Season) (Amount in Words)</p> <p>_____</p>

* The RVRSA does not guarantee that lawn maintenance will be necessary each week between April 1, 2024 and November 30, 2024. Amount of weeks is an estimate for bid comparison only.

<p>Total Bid Price</p> <p>2023 Season (25-weeks) + 2024 Season (35-weeks) : \$ _____</p> <p>2023 Season (25-weeks) + 2024 Season (35-weeks) (Amount in Words)</p> <p>_____</p>
--

The bidder guarantees that the service to be provided shall be identical to that as required in the bid specification.

The undersigned is (an Individual)
(a Corporation) under the laws of the State of _____
(a Partnership)

COMPANY: _____

ADDRESS: _____

PRINT NAME/TITLE : _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

BID SECURITY/BID BOND FORM

This Proposal, being submitted by _____ Company or Corporation is accompanied by bid security, either in the form of a certified check or cashier's check on the _____ Bank of _____ in the _____ Dollars or a Bid Bond in the amount of _____ Dollars guaranteed by the undersigned as Bidder and _____ as Surety.

In accordance with N.J.S.A. 40A:11-21, a bid bond of a type acceptable to the RVRSA issued by a surety meeting the requirements of P.L. 1985 c.384 or a certified or cashier's check payable to the RVRSA such bid bond or check to be in the amount of 10% of the Bid. (If alternatives are included, 10% of the total of the base bid and the highest alternate bid) but not in excess of \$20,000.00

All certified and cashier's checks and bid bonds submitted with Bids shall be returned within ten days of the receipt of Bids to the person making the Bid except those made by the three lowest responsible bidders. If the bidder to whom a Contract Award is made executes the Contract and furnishes the required bonds for the performance of the Contract within ten days after notice to do so, such security will be returned. All remaining deposits will be returned within three (3) days after the execution of the Contract.

The undersigned Bidder hereby agrees that if this Proposal shall be accepted by the owner and the undersigned shall fail to execute and secure the Contract in accordance with the Contract documents, the award shall be vacated, and the Proposal and its acceptance shall be null and void. In such an event, any Bid Security submitted hereunder including certified check, cashier's check or bid bond, shall be immediately paid to the owner, and retained as liquidated damages.

FOR SURETY:

Signature

Title

Print Name

Telephone Number

FOR BIDDER:

Signature

Title

Print Name

Telephone Number

The Entire Bid Package, including this form, must be submitted for the bid to be considered for review. Additionally, this form, or comparable Surety's Bid Security/Bid Bond Form, must be completed and submitted with the bid.

STATEMENT OF 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 noncorporate 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 Rockaway Valley Regional Sewerage Authority 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 Rockaway Valley Regional Sewerage Authority to notify the Rockaway Valley Regional Sewerage Authority 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 Rockaway Valley Regional Sewerage Authority to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the project entitled

_____, and that I executed the said Proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusions, or otherwise taken any action in restraint of fee, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the Rockaway Valley Regional Sewerage Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to
before me this day

_____, 20____
(Signature of bidder)

Notary public of _____
(Type or print name of affiant under signature)

My commission expires _____

Section I – Item No. 6

Certificate of Insurance

Bidder must provide Certificate of Insurance in accordance with Section II, Item 1, General Conditions, and Instruction to Bidders No. 31.

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

1. The number and type of (Type of Equipment or vehicles, etc.) intended to be used to fulfill all requirements of the Contract Documents with respect to the Scope of Work/Services are as listed as Table 1 and 2 and attached hereto.

Note: If the Bidder owns or controls all the necessary equipment required, complete Paragraph 2 below. If the bidder does not own or control all the necessary equipment required, complete Paragraph 3 below.

2. The bidder owns or controls all the necessary equipment shown in Table 1 and required to accomplish the work described in the Contract Documents during the Contract Term.

Name of Bidder: _____

By: _____
(Signature)

Name: _____

Title: _____

3. The Bidder does not own or control all the necessary equipment required to accomplish the Work described in the Contract Documents during the Contract Term. The equipment actually owned or controlled by the Bidder is identified in Table 1.

The remaining equipment required to perform the Work described is noted in Table 2 together with the certification of the owner or person in control of such equipment.

Name of Bidder: _____

By: _____
(Signature)

Name: _____

Title: _____

NON-DISCRIMINATION CERTIFICATION

In accordance with the law against discrimination of the State of New Jersey, N.J.S.A. 10:2-1 et., seq., a certification regarding non-discrimination in employment on public contracts is required of bidders, or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

I, _____ certify that:

- (a) In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, I, nor any person acting on my behalf, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- (b) I, nor any persons on my behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment supplies, or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- (c) I acknowledge that there may be deducted from the amount payable to the contractor by the Rockaway Valley Regional Sewerage Authority, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- (d) That this contract may be canceled or terminated by the Rockaway Valley Regional Sewerage Authority, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Rockaway Valley Regional Sewerage Authority of any prior violation of this section of the contract.

(Name of Contractor or Subcontractor)

(Signature)

(Title)

(Date)

ACKNOWLEDGMENT OF RECEIPT OF BID ADDENDUM DOCUMENTS

Rockaway Valley Regional Sewerage Authority

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

<u>Reference Number</u>	<u>How Received (ie, mail, fax, pick-up)</u>	<u>Date Received</u>	<u>Title of Addendum</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

STATE OF NJ BUSINESS REGISTRATION CERTIFICATE

The Bidder's attention is directed to the provisions of P.L. 2004, c. 57, as amended by L.2009, c.315, 2, eff. Jan. 18, 2010 (N.J.S.A. 52:32-44)

Bidders and their subcontractors of any tier must comply with the provisions of P.L. 2004, c.57 (N.J.S.A. 52:32-44). A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

Additionally, N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract:

A subcontractor named in a bid made by the Contractor shall provide a copy of its New Jersey Business Registration to the Contractor. No contract with a subcontractor shall be entered into by any Contractor unless the subcontractor first provides proof of a valid New Jersey Business Registration Certificate.

The Contractor shall maintain and submit to the Owner a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted to the Owner before receipt of final payment from the Owner. A contracting agency shall not be responsible for a Contractor's failure to comply with this subsection.

During the term of the Contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:34B-1 et seq.) on all their taxable sales of tangible personal property delivered into the State of New Jersey.

**REQUIRED EVIDENCE OF AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

- 1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

- 2. A photocopy of their approved Certificate of Employee Information Report.

OR

- 3. A photocopy of their Affirmative Action Employee Information Report (Form AA 302)

AND/OR

- 4. All successful construction contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

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

The following questions must be answered by all bidders:

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

YES _____ NO _____
If yes, please submit a copy of such approval.

- 2. Do you have a State Certificate of Employees information Report Approval?

YES _____ NO _____
If yes, please submit a copy of such certificate

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

COMPANY: _____ SIGNATURE: _____

TITLE: _____

Note: A suppliers bid must be rejected as non-responsive if a supplier fails to comply with requirements of P.L. 1975, C. 127, within the time frame.

Section I – Item 12

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

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

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

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

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

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

IF UNABLE TO CERTIFY

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

Part 2: Additional Information

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

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

Part 3: Certification of True and Complete Information

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

I acknowledge that the Rockaway Valley Regional Sewerage Authority ("RVRSA") is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the RVRSA to notify the RVRSA in writing of any changes to the answers of information contained herein.

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

Full Name (Print)		Title	
Signature		Date	

AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

The contractor or subcontractor 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.

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

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

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

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

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

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form 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)

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.**

**AMERICANS WITH DISABILITIES ACT
(EQUAL OPPORTUNITY FOR INDIVIDUAL WITH DISABILITIES)**

The Contractor and the Owner do hereby agree that the provision of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Agreement, 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 Agreement, 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 expenses to cure a violation of the Act 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 Agreement 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 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 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 this Agreement or otherwise at law.

FEDERAL LABOR STANDARDS AND FEDERAL WAGE RATES

The Contractor and all Subcontractors shall comply with all applicable Regulations of the Secretary of Labor, made pursuant to the Anti-Kickback Act of June 30, 1940, 40 U.S.C. 276(c) and any amendments or modifications hereto.

The Contractor and all Subcontractors shall furnish the Owner the weekly Statements of Compliance. In the case of Subcontractors, the Contractor shall cause appropriate provisions to be inserted in any subcontracts for the work which he may let to ensure compliance with said Anti-Kickback Act by all Subcontractors subject thereto, and the Contractor shall be responsible for the submissions of all Statements of Compliance required of Subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof. These regulations are part of this Contract and are incorporated by reference into the Contract Documents as if set forth at length herein. Payroll and Anti-Kickback Statements shall be submitted weekly for each and every Subcontractor on the project subject thereto and shall be permitted on a form equal to Form WH-347.

The Contractor and all Subcontractors shall pay to all laborers and mechanics employed for the construction covered by this Contract the minimum rates of pay as determined by the Secretary of Labor in accordance with the Act of March 3, 1931, as amended, known as the David-Bacon Act (40 U.S.C. 276(a) through 276(a-5). Furthermore, the Contractor and Subcontractor shall adhere to the applicable stipulations and provisions published by the United States Environmental Protection Agency, entitled, "Labor Standards Provisions for Federally Assisted Construction Contracts". The applicable Federal Wage Rate Determinations, as prepared by the Secretary of Labor and the "Labor Standards" are incorporated by reference into the Contract Documents as if set forth at length herein.

0.41 State Wage Rates and Contractor Registration

The Contractor's attention is directed to the prevailing wage rates listed on the SWR pages and to the applicable provisions of the New Jersey Prevailing Wage Act, Chapter 150, of the Laws of 1963 as amended, governing the prevailing rates of wages for workmen who are employed on this project. All applicable provisions of said Prevailing Wage Act and Amendments thereto shall be considered part of this Contract and made a part hereof. The Bidder does also declare and represent that in the event of any change of such prevailing rates at any time before the execution and delivery of the Contract between the Bidder and the Owner for the work of construction of the project, or at any time thereafter, the new rates, if applicable, will become minimum rates for work performed thereafter under said Contract. No increase in the Contract price shall be claimed by the Bidder and no such increase will be granted by the Owner as a result of such change. The Contractor is specifically directed to the following requirements as set forth by the Act (to the extent applicable):

- a. All workmen engaged in the performance of services directly under this public work Contract shall be paid not less than the prevailing rate of wages as specified.
- b. Each Contractor and subcontractor shall keep an accurate record showing the name, craft trade, and actual hourly rate of wages paid to each workman employed by him in connection with said public work. Records shall be preserved for two years from date of payments.
- c. The Contractor and Subcontractor shall post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay workmen their wages.
- d. In the event that it is found that any workman employed by the Contractor or any Subcontractor covered by such a Contract is paid less than the required wage rates, the Owner 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, and the Contractor and his Surety shall be liable to the Owner for any excess costs occasioned thereby.

e. The Contractor and Subcontractors shall file written statements to the Owner certifying to the amounts then due and owing from them to any and all workmen or wages due on account of said work. Said statements shall be filed prior to the final payment certificate and again prior to the final payment of any retained percentage funds by the Owner. The statements shall set forth the names of the persons whose wages are unpaid (if any) and the amount due to each. The statements shall be verified by the oath of the Contractor or Subcontractor as the case may be.

f. Whenever the State and Federal Wage Rate Determinations list different minimum rates of pay for the same class of worker, the Contractor and all Subcontractors shall pay the higher of the two rates.

g. Fringe benefits are part of prevailing wage rates; employers not paying these fringe benefits to a party designated in a collective bargaining agreement shall pay benefits directly to employee on each pay day. Each bidder shall read carefully and fully said published wage rates, and shall predicate and bid on said rates as minimum requirements. Submission of bid shall imply that Bidder has carefully inspected all said wage rates, that the Bidder 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 the Prevailing Wage Act.

The Bidder's attention is directed to the provisions of P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48, The Public Works Contractor Registration Act), which requires registration with the New Jersey Department of Labor as a condition to bidding on or engaging in a contract for a public work, as defined therein.

The referenced Act became effective on April 11, 2000 revisions became effective August 16, 2003, and pertains to Contractors who perform work subject to the New Jersey Prevailing Wage Act.

If the Public Works Contractor Registration Act is applicable, unless the Bidder has registered with the New Jersey Department of Labor, the bid will be considered non-responsive.

**CERTIFICATION THAT BIDDER AND ALL ITS AFFILIATES ARE NOT DEBARRED AT THE
FEDERAL LEVEL FROM CONTRACTING WITH
ANY FEDERAL GOVERNMENT AGENCY**

STATE OF NEW JERSEY

ss

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 _____, an officer of the firm of _____ and that I executed and submitted the within bid with full authority to do so that said bidder and any affiliate¹ of the bidder at the time of making of this bid, is not debarred at the federal level from contracting with a federal government agency; and that all statements contained in said bid and in this certification are true and correct, and made with the full knowledge that the Rockaway Valley Regional Sewerage Authority as local unit relies upon the truth of the statements contained in the bid and in the statements contained in this certification in awarding the contract for the work to be performed.

The undersigned further warrants that should the name of the bidder making this bid or any affiliate of the bidder or any successors of the same become debarred from contracting with any federal government agency or appear on the federal System for Award Management at any time prior to, and during the life of the contract, including the guarantee period, that the Rockaway Valley Regional Sewerage Authority shall be immediately notified of such debarment.

The undersigned understands that any natural person, company, firm, association, corporation, or other entity and any affiliate of the same that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and sworn

before me this _____ day Notary Public of _____
of _____ 20____ My commission expires _____, 20____

¹ An “affiliate” is defined to mean any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. Any entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation may be deemed just cause for rejection of bid as being non-responsive and not meeting specifications.
2. The term of this agreement shall be 12-months or 24-months from the date of execution of a contract between Bidder and RVRSA.
3. The RVRSA or the Contractor may terminate the contract, with or without cause, upon seven (7) days advance written notice to the other party. The Successful Bidder shall have no claim against the RVRSA, its Board Members, officers, employees and consultants for any claims, costs, losses, disruption, home office overhead, indirect or impact claims, loss of profit, or any other damages resulting from a termination of the contract by RVRSA. In the event of a termination by RVRSA, the Successful Bidder shall be paid for all work completed by successful Bidder to the date of termination, to the extent that the invoice for such work is not disputed by the RVRSA.
4. Proposals shall be on forms supplied by the RVRSA.
5. Every bid must be accompanied by a Bid Guarantee consisting of a Certified Check, Money Order, or Bid Bond in the amount of ten (10%) percent of the total net bid but not to exceed \$20,000, made payable to the RVRSA. All certified and cashier's checks and bid bonds submitted with bids herein will be returned within 10 days of the receipt of bids to the person making the bid except those made by the three lowest responsible bidders. If the bidder to whom a Contract award is made executes the Contract and furnishes the required Bonds for the performance of the Contract within (10) days after notice to do so, such security will be returned. All remaining deposits will be returned within three (3) days after the execution of the contract.

Within ten (10) days after receipt of notice, the successful bidder shall execute and deliver to the RVRSA, the Contract, Bonds, evidence of insurance as applicable, and any other documents required in these Instructions to Bidders.

If the bidder to whom such award is made fails to execute and secure the Contract in accordance with the Contract Documents, and provide any documents required in these Instructions to Bidders, the award will be vacated, and his deposit retained as liquidated damages. The Contract may then be awarded to the next lowest responsible bidder who will thereupon execute the Contract and furnish the required bond or security, or his deposit will also be retained as liquidated damages.

6. In accordance with P.L. 1977, Chapter 33, all bidders shall submit with bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be.

If a stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock of the individual partners owning 10% or greater interest in the partnership, as the case may be, shall also be listed. The disclosure must be continued until names and addresses of every non-corporate stock individual partner exceeding, the 10% ownership criteria has been listed. If this does not apply, bidder should indicate "none" or "not applicable" and the bidder must then sign at the bottom of the form. The form that should be used to comply with this requirement is attached.

7. All bidders shall comply with the requirements of P.L. 1975, Chapter 127, Affirmative Action and with the requirements of the Americans with Disabilities Act 42 USC Section 12101 et. seq.

The successful bidder as a precondition to entering into a valid and binding contract shall submit, prior to or at the time the contract is submitted for signing by the RVRSA (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

- a) Appropriate evidence that the vendor is operating under an existing Federally approved or sanctioned affirmative action program; or
- b) A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- c) An initial employee information report completed by the vendor in accordance with N.J.A.C. 17:27-4.
- d) Completed form AA-302

If Form AA-302 is submitted, (it must be submitted within 7 days of notice of intent to award or prior to the signing of the contract by the RVRSA - whichever is sooner) it will be reviewed by the Affirmative Action Office and, if approved, an initial Certificate of Employee Information Report will be issued.

Bidders are responsible for obtaining the required documentation for their subcontractor(s) unless the subcontractor(s) has a workforce of four or fewer employees or is operating under an existing federally approved or sanctioned affirmative action program.

Bidders are required to complete the attached non-collusion affidavit.

8. The proposal form and all other required forms must be signed in ink by the bidder.
9. All quotations shall be made with a typewriter or in ink. Any quotations showing any erasure or alteration must be initialed in ink. Bids offered by telephone, facsimile and/or telegraph will not be accepted.
10. All bids must be submitted on the proposal form furnished herein and must be placed in a sealed envelope, plainly and clearly marked to indicate the item being bid as indicated on the invitation to bid.
11. Bids are to remain firm for a period of not less than sixty (60) days. Award or rejection of bids will be made within 60 days after the opening of bids.
12. A contract will be awarded to the lowest responsible bidder whose bid complies with the specifications, provided that in the judgment of the RVRSA, it is reasonable, within available funds and in the interest of the RVRSA.
13. The price bid shall cover the cost of supplying all necessary labor, materials, appurtenances, and equipment necessary to complete the Work, also including all special tools. It shall include all cost of insurance, bond, and other charges incidental to the work or delivery.
14. The contractor is hereby made aware that the work environment of the Authority contains wastewater, both municipal and industrial, hazardous chemicals and other hazardous environmental components. As such, the contractor is solely responsible for the safety of his personnel in doing any work for the Authority. **The contractor is responsible for providing the necessary personal protection equipment for his personnel in doing work.**

The contractor is also responsible for all safety, training and equipment related to confined space. The contractor is required to notify the RVRSA in writing of their planned confined space entry a minimum of 72 hours prior to such planned activities.

The contractor is hereby also made aware that all facilities of the Authority are non-smoking, drug-free and hard hat areas.

15. The price bid shall include delivery and be exclusive of all Federal, State, or local taxes, from which the RVRSA is exempt.
16. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the Executive Director of the RVRSA prior to the specified time of the bid opening. No bid may be withdrawn after the specified opening time and date. All bids become the property of the RVRSA and will not be returned to the bidders.
17. Brand names and/or descriptions used in this bid proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to or exceed the standard described and be of the same or better reputation for quality and workmanship.
18. Should the bidder wish to state any exceptions and/or substitutions to these requirements and/or specifications, he must do so on company letterhead. It is mandatory that the bidder list and explain in detail all exceptions and/or substitutions with his bid on company letterhead. All exceptions and/or substitutions must be neatly printed in ink or typed. It shall be understood that if no exception and/or substitution is taken, the successful bidder shall supply all equipment exactly as specified.
19. The RVRSA reserves the right to reject any or all bids or any part thereof and to waive any irregularities or informalities in the bid or bidding procedures.
20. The RVRSA will award the bid and return all bid security in accordance with the N.J. Local Public Contracts Law.
21. Successful bidder shall return the signed contract within ten (10) days of notification of award and receipt of form of contract.
22. Upon receipt of the signed Contract, and the Performance Bond where required, the RVRSA will return the bid bond, certified check or money order submitted with the bid.
23. The bidder shall indicate at least three sources to which this exact or similar equipment, materials, supplies and/or services has been recently sold.

	<u>Name</u>	<u>Contract</u>	<u>Telephone #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

24. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the prior written consent of the RVRSA.

25. Successful bidder shall indemnify and hold harmless the RVRSA, against any and all losses, cost, damage, claim, expense, or any liability whatsoever, including attorneys fee, however arising, or incurred, alleging damage to property or injury to or debt to any person arising out of or attributable to the bidder's performance or non-performance of the contract awarded, or arising out of the bidder's non-compliance with Americans with Disabilities Act.
26. All items bid will be inspected upon delivery to ascertain compliance with the specifications. Items not in compliance with the bid or its specifications will be rejected. Nothing herein shall limit any additional rights or warranties under this Contract or applicable law.
27. Should the successful bidder fail to strictly adhere to the Contract, deliver materials or supplies not meeting specifications, or be negligent or tardy in an unwarranted manner, the RVRSA reserves the right to cancel the Contract after five (5) days written notice, re-advertise for bids and award a new contract, while reserving to itself all rights for damages incurred. Nothing herein shall limit any additional rights or warrants under this contract or applicable law.
28. Upon the delivery to RVRSA of the equipment, material, supplies, and/or services and the submission of a properly completed voucher, Successful Bidder shall submit invoices for payment for the work provided by the 10th of the month and RVRSA shall present invoices for approval by its Board at the next scheduled regular meeting. RVRSA shall make payment of the invoice within a reasonable time thereafter in accordance with its customary payment procedures. However, notwithstanding the foregoing, in the event that RVRSA disputes or contests an invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Payment will be made at the next regular meeting of the RVRSA upon delivery and acceptance of the equipment, material, supplies, and/or services and the submission of a properly completed voucher.
29. If the successful bidder cannot, at any time, meet any provision of these specifications, he shall inform the Executive Director of the RVRSA, in writing. If in the opinion of the RVRSA, the successful bidder's failure to meet these requirements was the fault of the successful bidder, he shall be liable for up to \$50.00 per day for each day any provision was not met. This shall be treated as liquidated damages and not as a penalty.
30. Insurance to be provided must include at a minimum:
 - General Liability, including Products/Completed Operations: Limit \$1,000,000 per occurrence & \$2,000,000 aggregate. The RVRSA to be named as additional insured.
 - Auto Liability: limits \$1,000,000 CSL Coverage to include "Non-Owned and Hired Automobiles".
 - Commercial Umbrella Coverage - \$2,000,000
 - Workers' Compensation Insurance – statutory limits.

Additional Insurance

The bidder shall provide the following insurance and shall have the RVRSA named as additional insured on its policies. The Bidder is the contractor referenced below.

The Contractor shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontractors, all statutory insurance such as worker's compensation, bodily injury liability and property damage

liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts.

- | | |
|--|-------------|
| a) Injury and death of one person | \$1,000,000 |
| b) Injury or death to more than one
Person or more than a single occurrence | \$2,000,000 |
| c) Property damage | \$1,000,000 |
| d) Property damage on account of all occurrence | \$2,000,000 |

The Contractor shall cause the RVRSA to be named as an additional insured on its policy for coverage required by this Agreement, and a certification of insurance evidencing the required insurance shall be filled by the CONTRACTOR with the Executive Director of the RVRSA. If the CONTRACTOR is self-insured, the CONTRACTOR shall provide the RVRSA with proof of its self-insurance and provide a Certification of Self-Insurance as required by this section.

32. Successful bidder shall timely execute the Agreement attached at Section III– Item No. 1.

Technical Specifications

RVRSA Lawn Maintenance Specification

Scope of Work:

Management, care, and housekeeping of all exterior landscape areas, approximately 20 Acres, located at the RVRSA Plant as indicated on the Site Plan.

Period of coverage:

The period for management and services for the 2023 season will include June 12, 2023 – November 2023 (25-weeks). The period for management and services for the 2024 season will be April 1, 2023 – November 2024 (35-weeks). Number of weeks for each season is an estimate and RVRSA does not guarantee total number of weeks that lawn maintenance will be required.

Turf and Ground Maintenance:

- Grass shall be cut at height of 2 ½ - 3 inches, at least once each seven-day period, or as needed.
- Work shall be performed between the hours of 7am and 6pm, Monday – Friday.
- Grass clippings / debris shall be blown off sidewalks, walkways, patios, and roadways after every mowing to maintain a neat and clean appearance.
- Weed whacking and edging shall be performed weekly.
- All beds shall be neat and weed free, as needed.
- Accumulated debris from turf and bed areas shall be removed weekly.
- General Spring clean-up shall be performed to remove debris accumulated over Winter months.
- General Fall clean-up shall be performed to remove leaves from turf and beds.
- A non-selective herbicide shall be used to control weed growth in sidewalk cracks, curb edges, roadway cracks, etc., whether grassy or broadleaf.
- A member of the RVRSA must be notified after completion of work each week to sign certification of work completed.

AGREEMENT

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

LAWN MAINTENANCE CONTRACT

THIS AGREEMENT is entered into as of the _____ **day of** _____, **20xx** by and between THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY, located at R.D. #1, 99 Greenbank Road, Boonton, New Jersey (hereinafter referred to as the "AUTHORITY"), and INSERT COMPANY NAME., (hereinafter referred to as the "CONTRACTOR") with principal offices located (INSERT ADDRESS).

WITNESSETH:

That the parties to these present, each in consideration of the undertakings, promises, covenants and agreements on the part of the other herein contained, have undertaken, promised, and agreed, and do hereby undertake, promise, and agree, the AUTHORITY for itself and for its successors and assigns, and the CONTRACTOR for itself and for its heirs, executors, administrators, successors, and assigns, as follows:

ARTICLE I

SCOPE OF WORK

The CONTRACTOR shall supply (Insert) to the RVRSA in accordance with the bid submitted (INSERT DATE), attached hereto and made a part hereof. The Work shall also be defined by any Addendum and Contract Change Orders (or Written Amendment) as may be issued and approved by the Authority.

ARTICLE II

CONTRACT TERM

Section 2.1 Contract Term. **The Contract Time shall be the 2023 Lawn Season or the 2023 and 2024 lawn seasons depending on award of contract to lowest responsible bidder in the discretion of RVRSA.** CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will insure full completion thereof in a timely manner.

ARTICLE III

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF CONTRACTOR

Section 3.1 Services Performed. CONTRACTOR shall perform the services in accordance with the Contract Documents, generally accepted standards of professional care, in compliance with all applicable Federal, State, and local laws, statutes, codes, rules, regulations and guidelines.

Section 3.2 Applicable Laws. CONTRACTOR shall at all times observe and comply with all applicable federal, state, county, municipal and local laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the performance of the Contract.

Section 3.3 Prevailing Wages. The Contractor shall pay not less than the prevailing wage rates as required by the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et al.) and the Contractor shall comply with the provisions of the Public Works Contractor Registration Act, P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48 et al.), as applicable.

Section 3.4 Safety and Precaution. CONTRACTOR shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with its operations and/or the Work to be performed under this Contract and shall take all the necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees, other persons affected thereby and property.

Section 3.5 Continuing Performance. Unless a notice of termination is provided in the manner set forth in this Contract, CONTRACTOR shall maintain performance during all disputes or disagreements with the AUTHORITY and no Work shall be delayed, postponed, or curtailed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the AUTHORITY may otherwise agree in writing.

Section 3.6 Hold Harmless. CONTRACTOR agrees to protect, defend and save harmless the AUTHORITY against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and CONTRACTOR further agrees to indemnify and save harmless the AUTHORITY from suits or actions of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the CONTRACTOR, his servants or agents.

ARTICLE IV

INSURANCE

Section 4.1 Insurance

General Liability, including Products/Completed Operations: Limit \$1,000,000 per occurrence & \$2,000,000 aggregate. The RVRSA to be named as additional insured.

Auto Liability: limits \$1,000,000 CSL Coverage to include "Non-Owned and Hired Automobiles".

Commercial Umbrella Coverage - \$2,000,000

Workers' Compensation Insurance – statutory limits.

Additional Insurance

The bidder shall provide the following insurance and shall have the RVRSA named as additional insured on its policies. The Bidder is the contractor referenced below.

The Contractor shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontractors, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts.

d) Injury and death of one person	\$1,000,000
e) Injury or death to more than one Person or more than a single occurrence	\$2,000,000
f) Property damage	\$1,000,000
d) Property damage on account of all occurrence	\$2,000,000

The Contractor shall cause the RVRSA to be named as an additional insured on its policy for coverage required by this Agreement, and a certification of insurance evidencing the required insurance shall be filled by the CONTRACTOR with the Executive Director of the RVRSA. If the CONTRACTOR is self-insured, the CONTRACTOR shall provide the RVRSA with proof of its self-insurance and provide a Certification of Self-Insurance as required by this section.

ARTICLE V

THE CONTRACT SUM

Section 5.1. Contract Sum. The AUTHORITY shall pay to the CONTRACTOR, for the faithful performance of the contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents **an amount not to exceed \$(INSERT BID PRICE).**

ARTICLE VI

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF AUTHORITY

Section 6.1 Payments to CONTRACTOR. The AUTHORITY will make payments within forty-five (45) days of receipt of a properly executed AUTHORITY voucher, invoice and

supporting documentation for work performed, unless the AUTHORITY disputes the invoice submitted, or any portion thereof, in which case only that portion of the invoice not in dispute shall be paid to the CONTRACTOR within 45 days of receipt of the invoice. Amounts in dispute shall not accrue any interest or additional charges and shall not be paid until the dispute is resolved.

Section 6.2 Deficient Service or Materials. Payment by the AUTHORITY of any service shall not constitute a waiver or acceptance of any deficient services or materials.

ARTICLE VII

TERMINATION/BREACH OF CONTRACT

Section 7.1 AUTHORITY Rights. This contract may be terminated with or without cause by either party upon seven (7) days written notice.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.2 Assignment. This Contract may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be null and void and without effect.

Section 8.3 Oral Agreements/Modifications. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Modifications, waivers, or amendments to the Contract Documents (or any provision thereof) shall be effective only if set forth in a written instrument signed by the AUTHORITY and CONTRACTOR after all corporate or other action regarding the authorization for such modifications, waivers or amendments have been taken.

Section 8.4 Severability. In the event that any provision of the Contract Documents shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction and/or state agency, the AUTHORITY and the CONTRACTOR shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Contract Documents or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Other provisions of the Contract Documents shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 8.5 Merger Clause. The Contract Documents constitute the entire agreement and understanding of the AUTHORITY and the CONTRACTOR with respect to the bidding, services, and materials to be provided, the amount and payment therefore and all other matters addressed or referred to herein and supersede all prior and/or contemporaneous agreements and understandings, representations, and warranties, whether oral or written, relating to such matters.

Section 8.6 Notices. All notices, consents, approvals, or communications required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by

certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier, or telecopy, as follows:

To the CONTRACTOR:
(INSERT COMPANY NAME).
(INSERT ADDRESS)
(INSERT ADDRESS)
Phone: (INSERT)
ATTN: (INSERT NAME), (INSERT TITLE)

To the AUTHORITY:
JoAnn Mondsini, Executive Director
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY
R.D. #1, 99 Greenbank Road,
Boonton, New Jersey 07005-9602
PH: (973) 263-1555
FAX: (973) 263-9068

All notices shall be deemed given as of the day of receipt, except in the case of registered or certified mail notice shall be deemed given when sent, postage pre-paid, return receipt requested, addressed to the proper address hereinbefore stated (or as duly modified) even through delivery may be refused.

Section 8.7 Jurisdiction. This Contract has been made in the State of New Jersey and shall be interpreted, construed, performed, and enforced under and in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if a corporation has caused this Agreement to be executed, by the proper corporate officers and the official seal annexed hereto, the day and year first above written.

ATTEST: (INSERT COMPANY NAME)

, Witness

By _____
(INSERT NAME), (INSERT TITLE)

ATTEST: ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

, Witness

By _____
JoAnn Mondsini, Executive Director

EXHIBIT A – AFFIRMATIVE ACTION & ADA COMPLIANCE

Non-Discrimination in Employment. No Contract shall be awarded, nor moneys paid thereunder to any CONTRACTOR, subcontractor or business firm that has not agreed and guaranteed to afford equal opportunity in performance of the Contract and in accordance with an affirmative action program approved by the Treasurer of the State of New Jersey.

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

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

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

The contractor or subcontractor 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.

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

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

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

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

In conforming with the 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.

(b) The Parties hereby agree that the provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. §12101 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 thereunto, are made part of this contract.