

Note: To receive addenda or modification to this Bid Solicitation, please provide Kent Christner (kchristner@bergenfield.com) with the respondent's name, e-mail, address, phone number and fax number upon receipt of this document.

**BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY**

BID SPECIFICATIONS FOR

**“GRASS CLIPPINGS, YARD WASTE, STUMPS AND LOGS, LEAVES AND CHRISTMAS TREES”
May 1, 2021 through May 1, 2023**



**Cory Gallo, Borough Administrator
Bergenfield Borough Hall
198 N. Washington Avenue
Bergenfield, NJ 07621**

**Issue Date: Friday, March 26, 2021
Bid Opening: Friday, April 9, 2021 at 11:00 a.m.**

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids endorsed "Bid for Grass Clippings, Yard Waste, Stumps and Logs, Leaves & Christmas Trees" will be received and publicly opened by the Borough Administrator of the Borough of Bergenfield, State of New Jersey, on **Friday, April 9, 2021 at 11:00 a.m.** in the Executive Conference Room in Borough Hall, 198 North Washington Avenue, Bergenfield, New Jersey 07621.

Please note that this will be a two-year contract commencing on May 1, 2021 through May 1, 2023, with two (2) one (1) year renewal options. Options are to be exercised at the discretion of the Borough and subject to the availability and appropriation annually of sufficient funds.

All bids will be submitted in accordance with the specifications now on file in the Office of the Borough Clerk, at the Bergenfield Borough Hall located at 198 North Washington Avenue, Bergenfield, New Jersey, Second Floor – Room 21 during regular business hours 8:30 a.m. – 4:30 p.m. where the same may be inspected by those interested or online from the Borough website at www.bergenfield.com.

Bidders will state price in writing as well as in figures. Bidders are required to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) N.J.S.A 10:5-31 et seq.) P.L. 1977 c.33 (N.J.S.A. 52:25-24.2 et seq.) and (N.J.S.A. 10:2.1 et seq.) and Title II of the American with Disabilities Act of 1990. In addition, bidders are required to comply with the requirements of the Contractor's Registration Act, if applicable. For bid to be considered, proof of business registration as evidenced by a copy of a Business Registration Certificate issued by the N.J. Department of Treasury, Division of Treasury, Division of Revenue must be provided at time of Bid submission, in accordance with P.L. 2004, c.57.

Bidders must bid on all items in the proposal. Failure to do so may render the bid void and unacceptable. The Council reserves the right to reject any and all bids.

All proposals must be accompanied by a Bid Bond, Cashier's Check or a Certified Check made payable to the Borough of Bergenfield, without condition, in an amount equal to TEN PERCENT (10%) of the bid, but in no case in excess of TWENTY THOUSAND DOLLARS (\$20,000.00), as a guarantee that if the contract be awarded to the bidder they shall within ten days or sooner, if required, execute a contract therefore and give security required by the Council for the completion of the work.

The successful bidder will be required to submit a labor and materials performance and payment bond in the full amount of the contract price. Said bond shall be guaranteed by a Surety Company authorized to do business in the State of New Jersey or secured by a fund in the full amount of the bond to be deposited with the Borough by cash or certified or cashier's check made payable to the Borough's order which such bond will be on forms provided by the Borough. Accordingly, each bidder intending to submit a surety company bond is required to submit with his bid written certification from a surety company that it will provide the bond required. Each bidder intending a deposit with the Borough the fund above referred to as security for their bond shall submit with their bid a written statement to that effect. Failure to include in the bid proposal such surety company certification or written statement of intention to make deposit will be cause for rejection of bid.

Anything in the immediately preceding paragraph hereof set forth to the contrary notwithstanding, where the total bid price does not exceed \$2,500.00 no labor and materials performance and payment bond will be required or need be filed at the time of signing a contract.

Proposals should be addressed to Corey Gallo, Borough Administrator, Borough Hall, 198 North Washington Avenue, Bergenfield, New Jersey 07621.

GENERAL INSTRUCTIONS AND CONDITIONS

Collection of Grass Clippings & Yard Waste, Stumps & Logs, Leaves and Christmas Trees

1. BID SUBMISSION

Sealed Proposal endorsed "**Collection of Grass Clippings & Yard Waste, Stumps & Logs, Leaves and Christmas Trees for the Borough of Bergenfield**", will be received and publicly opened by the Administrator of Bergenfield, New Jersey on **Friday, April 9, 2021 at 11:00 a.m.** in the Executive Conference Room in Borough Hall, 198 North Washington Ave., Bergenfield, New Jersey.

Bids must be submitted on the standard proposal form provided by the Borough of Bergenfield, in the manner designated therein, and must be enclosed in a sealed envelope bearing the title of the bid, the name and address of the bidder on the outside; addressed to:

*Corey Gallo, Administrator
Borough of Bergenfield
198 North Washington Avenue
Bergenfield, New Jersey 07621*

The envelope shall be marked in the lower left quadrant:

Bid For "Collection of Grass Clipping & Yard Waste, Stumps & Logs, Leaves and Christmas Trees" (2-year contract commencing May 1, 2021 through May 1, 2023, with two (2) one (1) year renewal options. Options are to be exercised at the discretion of the Borough and subject to the availability and appropriation annually of sufficient funds.

The Borough of Bergenfield accepts no liability for bids opened in error due to absence of such notification.

2. BID SECURITY (Required for this bid) Yes X No)

Accompanying each bid shall be a certified check, cashier's check or bid bond, in an amount not less than Ten (10%) Percent of the amount of the bid, but not more than Twenty Thousand (\$20,000.00) Dollars.

Such bid security shall be subject to forfeit and retention by the Borough of Bergenfield in lieu of other remedies, should a successful bidder fail to execute a contract and comply with the other requirements of Paragraph 18 herein, within ten (10) working days after the Borough of Bergenfield has provided written notice that the Contract is ready for execution.

3. PERFORMANCE BOND (Required for this bid: Yes X No)

The successful bidder of bidders will be required to submit a **LABOR AND MATERIALS PERFORMANCE AND PAYMENT BOND** in the full amount of the contract price, which such bond will be on the forms provided by the Borough, **copy attached**. Said bond shall be guaranteed by a surety company authorized to do business in the **State of New Jersey**, OR secured by a fund in the full amount of the bond or a certified or cashier's check to be deposited with the Borough made payable to the Borough's order. **The successful bidder must submit the aforesaid performance and payment bond prior to the contract being issued. Accordingly, each bidder intending to submit a surety company bond is required to submit with his bid, written certification from a surety company that it will provide the bond required; or each bidder intending to deposit with the Borough, the fund above referred to as a security for his bond shall submit with his bid, a written statement to that effect. Failure to include in the Bid Proposal such surety company certification, OR written statement of intention to make deposit will be deemed a material defect, and shall be cause for rejection of the bid. In the event that the total contract awarded to any bidder hereunder shall not exceed \$2,500.00, no bond will be required.**

4. PUBLIC DISCLOSURE

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its bid, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (NJSA 52:25-24.2, PL 1977, Chapter (33)).

Failure to supply this information shall be cause for disqualification of a bidder.

5. RESERVATIONS

Contracts shall be awarded to the lowest responsible bidder, but the **Borough of Bergenfield** reserves the right to reject any and all bids and to waive minor discrepancies and/or non-material defects therein.

The **Borough of Bergenfield** reserves the right to purchase up to twenty (20) percent over and above the approximate quantities specified on the Bid Form at the unit prices offered.

The **Borough of Bergenfield** reserves the right to extend the contract for any period up to six (6) months beyond the expiration date of the period indicated in the contract.

The **Borough of Bergenfield** reserves the right to accept or reject any or all bids, to waive irregularities and technicalities, to request re-bids on the bid items and award bids as the Borough deems will best serve its interest.

6. EXCEPTIONS TO SPECIFICATIONS

Exceptions, if any, to the bid specifications, shall be noted on the Bid Form. If exceptions are taken, the bidder shall furnish documentation to substantiate equality with the item specified. The burden of proof shall be on the vendor. The Borough of Bergenfield or its designated representative shall be the sole judge as to the equality of items bid to the specifications.

7. QUANTITY

The proposal sheets constitute an approximate quantity for each item for bidders' information only, and no warranty is given or implied as to the item or total quantity that will be purchased. These estimates are based on previous year's history.

The contract price will be based on the total of the prices for the estimated number of each item contained in the contract, but the total monies to be paid to the contractor will be based on the unit prices for the actual quantity removed and replaced by the contractor.

IN NO CASE SHALL THE SUCCESSFUL BIDDER EXCEED THE QUANTITY INDICATED IN THE SPECIFICATIONS UNLESS HE HAS IN HIS POSSESSION A CHANGE ORDER APPROVED BY THE ADMINISTRATOR AND THE MUNICIPAL COUNCIL OF THE BOROUGH OF BERGENFIELD.

8. TIME FOR MAKING AWARDS

The Borough of Bergenfield shall make contract awards or reject all bids within sixty (60) days after the bid openings.

9. INDEMNIFICATION

Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the Borough of Bergenfield from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal entered into between the Borough of Bergenfield and the successful bidder, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnifications shall automatically become effective.

10. PRICES

Carelessness in quoting prices, or in preparation of bid otherwise will not relieve the bidder from his obligation. Bid prices shall be **F.O.B.** destination and net, with all discounts deducted except the cash discount for prompt payment of invoice, if offered.

11. WITHDRAWAL OF BID

A written request for the withdrawal of a bid will be granted if received by the **Borough Clerk** before any bid has been opened.

12. TAXES

The Borough of Bergenfield is exempt from all Federal and State Taxes.

13. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS:

Effective September 1, 2004 all business with a Municipality are required to be registered with the State and provide proof of that registration to the Municipality before a contract may be executed. A contractor must include proof of business registration at the time it submits a bid or proposal in response to a request for bids or

proposals.

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

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92)

14. AFFIRMATIVE ACTION (N.J.S.A. 10:5-31 et seq.,N.J.A.C. 17:27)

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 or subcontractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor or subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of

the contractor or subcontractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees or 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 with the Americans with Disabilities Act.
- e) The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- f) The contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, 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, where applicable, 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 applicable employment goals, the contractor or subcontractor and its attorneys 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.
- i) The contractor or subcontractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

15. AMERICAN WITH DISABILITIES ACT OF 1990, Equal Opportunity for Individuals with

Disability.

The contractor and the Borough of Bergenfield do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough of Bergenfield pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Borough of Bergenfield in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Borough of Bergenfield, 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 Borough of Bergenfield grievance procedure, the Contractor agrees to abide by any decision of the Borough of Bergenfield which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough of Bergenfield or if the Borough of Bergenfield incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Borough of Bergenfield 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 proceedings is brought against the Borough of Bergenfield or any of its agents, servants, and employees, the Borough of Bergenfield shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Borough of Bergenfield or its representatives.

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

It is further agreed and understood that the Borough of Bergenfield 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 if this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Borough of Bergenfield from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

16. QUESTIONS

Questions concerning this invitation may be directed in writing to the Administration Office in the Bergenfield Borough Hall, either to the Borough Administrator or Borough Purchase Agent.

17. RETURN OF BID SECURITY

Bid Bond, certified check, or cashier's check as submitted with this bid will be returned to all but the three (3) lowest bidders within three (3) work days after opening of the bids, Saturdays, Sundays and holidays excepted. Said bond or check will be returned to the three (3) lowest bidders upon receipt of approved performance bond, if required, and upon execution of a formal contract with the successful bidder.

18. ASSIGNMENT

Assignment of any third party of any monies due to the bidder on any contract based on his/her bid is absolutely prohibited and will not be recognized by the Borough of Bergenfield; furthermore should any such assignment of monies be filed with the Borough, the Administrator reserves the right thereafter to refuse all bids from bidder violating this provision.

19. FAILURE TO ENTER INTO CONTRACT

Should the successful bidder fail to execute and deliver the Contract, Certificate of Insurance and Performance and Payment Bond (which shall be secured in a manner provided in Paragraph 3 herein) within ten (10) working days after the receipt of written notification by the Borough that the Contract is ready for execution, the bidder shall forfeit to the Borough, as liquidated damages, the security deposited with his bid.

20. DIFFERENCES

Should any differences arise between the contracting parties as to the meaning or intent of these Instructions or Specifications, the Borough Administrator or his designated representative's decision is to be final and conclusive.

21. ADDITIONAL CLAIMS

The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions related to the contract.

22. ORAL INSTRUCTIONS

Neither the Borough of Bergenfield or their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquires regarding the intent or meaning of these specifications.

23. STANDARD CONTRACT

The successful bidder(s) will be required to sign and execute the Borough of Bergenfield's standard contract. A copy of this contract is available for your review in the Borough Clerk's office.

24. N.J. LAWS

These specifications, instructions to bidders and all accompanying documents, the bid and contract awarded

to the successful bidder shall be construed in accordance with the laws of the State of New Jersey.

25. FAX BIDS

Please be advised that fax transmissions on any of the required bid documents will not be acceptable. Your bid will be declared nonresponsive.

26. TIE BIDS

The Borough of Bergenfield reserves the right to award at their discretion to any one of the tie bidders.

27. MAILED BIDS

Bids may be hand delivered or mailed per legal notice to bidders. In case of mailed bids, the Borough of Bergenfield assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.

28. SIGNATURES

The proposal must be signed by a company official in order to be accepted by the Borough of Bergenfield as a valid bid.

29. TERMINATION FOR DEFAULT

The contractor's right to perform this contract may be terminated by the Borough of Bergenfield in the event services are not performed as called for in the contract. Thereafter the Borough of Bergenfield may have the service performed by others and the Contractor shall be liable for all costs to the Borough of Bergenfield in excess of the contract price for the remaining portion of the contract.

30. TERMINATION FOR CONVENIENCE

If the Borough of Bergenfield elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of termination of date. No consideration will be given for the loss of anticipated revenue on the canceled portion of the contract.

31. APPEALS

Any appeals by the vendor(s) shall be conducted according to the policies adopted by the Borough of Bergenfield, and set forth under State Law.

32. BUY AMERICAN

The Contractor shall comply with any and all "Buy American" requirements provided under Federal and State law, including N.J.S.A. 40A:11-18, which provides that only manufactured products of the United States, wherever available, shall be used.

33. PRICE EXTENSION

The unit price should be extended to reflect price for the total estimated quantity.

34. BIDDERS ARE REQUIRED TO BID ON ALL ITEMS OF THE PROPOSAL.

35. TIME FOR COMPLETION

All work and/or goods called for under the specifications herein shall be completed and picked-up from the Borough of Bergenfield to the satisfaction of the Borough within the time specified.

It is further agreed by and between the parties hereto, that time is of the essence in this Agreement. If the Contractor fails to complete the work within the specified time plus extensions, the Contractor shall be responsible to the Borough as liquidated damages for the sum of Three Hundred (\$300.00) Dollars per day (except Saturdays, Sundays and legal holidays) for every day thereafter until the completion and acceptance of work. Such liquidated damages shall not be considered as a penalty. The Borough shall deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.

36. INSURANCE

In addition, the contractor shall at all times carry on all operations under the contract, Workmen's Compensation Insurance covering all its employees. Contractor shall also carry on all operations under the contract, Public Liability and Property Damage Insurance. Said insurance shall include liability coverage for:

- A. All operations
- B. Subcontract work
- C. Contractual obligations
- D. Product or completed operations
- E. All owned vehicles and
- F. Non-owned vehicles

Coverage Limits shall be:

I. Comprehensive General Liability

- 1. Combined single limit for bodily injury and property damage - \$1,000,000.00
- 2. The Borough must be shown as an additional insured.

II. Commercial Auto Coverage

- 1. Combined single limit for bodily injury and property damage - \$1,000,000.00.

Before contractor performs any work or furnishes any material whatsoever pursuant to or in accordance with the terms of the contract, Contractor shall file Certificate of Insurance evidencing the foregoing insurance coverage with the **Borough Administrator of the Borough of Bergenfield**, and such certificates shall provide that

the contract or contracts providing said insurance coverage is or are in full force and effect and will not be materially changed or canceled without ten (10) days written notice to the Borough. Contractor shall maintain all of the foregoing insurance coverage in force until the contract has been fully discharged by complete performance. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of the Borough by Owner under the paragraph entitled "Indemnity" herein elsewhere set forth in the contract.

37. POLICY ON PRE-EVALUATION

In order to facilitate evaluation of bids, certain factors in the bid process have been identified as key indicators of whether or not a vendor has been responsive to terms, conditions and specifications as stated in the specifications. These factors are grouped under the two headings below:

A. CONDITIONS FOR AUTOMATIC REJECTION OF BIDS:

1. No signature in the Bid Document: If the Vendor has not affixed his signature anywhere in the bid document, i.e. on any of the documents he returns in response to a Request for Proposal, his bid shall be automatically rejected. Signature on an enclosed bid deposit check will not suffice, since bid security is not considered part of the bid document.
2. Bid not received on Time: All bids not received on or before the time and date specified on the Bid specifications and Notice to Bidders will be automatically rejected.
3. Bid submitted in Pencil.
4. No Prices Provided: If a bid fails to provide information, it shall be automatically rejected since a proposal without price information does not constitute a bid.
5. Failure to Provide Bid Security, or Failure to Provide Bid Security in the form as prescribed in the Request for Proposal.
6. Failure to Initial Price Alternations: If a unit price in the bid has been altered by any method, e.g. by being crossed out and re-entered; or through erasure, use of correction fluid or use of a self-correcting typewriter, etc., the Vendor's initials must appear adjacent to the alteration. If the alteration has not been initialed, that particular item only in the bid will be automatically rejected except as follows:

If the extended price is correct and does not contain alterations, it shall be considered the bid price. In the event of an automatic rejection when the bid contains multiple items, the remainder of the bid shall be evaluated.

B. MINOR DEVIATIONS FROM BIDS SUBJECT TO EVALUATION:

Each of the following conditions constitutes a deviation from the requirement of a Request for Proposal which may be major or minor depending upon the circumstances in each case, and therefore necessitates evaluation prior to determination of whether or not a bid is responsive. However, the list is not all-inclusive and the Borough of Bergenfield reserves the right to waive any

minor deviation where it deems such action to be in the best interest of the Borough:

1. Departure from Specification, terms and conditions.
2. Failure to submit Bid Samples when their receipt is required for bid evaluation.
3. Failure to return sufficient product description when such information is required for Bid Evaluation.
4. Failure to return a Manufacturer's Certificate, Statement of Origin, or Certificate of Insurance. These items will be accepted prior to issuance of contract or purchase order.

**SPECIFICATIONS FOR
COLLECTION OF GRASS & YARD WASTE, STUMPS & LOGS, LEAVES & CHRISTMAS TREES**

- 1.** The successful bidder will furnish forty (40) to seventy-five (75) cubic yard trailers or roll off boxes or equal to the site designated by the DPW and 100 cubic yard trailers to the site designated by the DPW as requested by the Municipality on an as needed basis. Pick-up will be completed within twenty-four (24) hour notice. (See Section 10).
 - 2.** The Term of the Agreement shall be for a period of two (2) years commencing May 1, 2021 through May 1, 2023 with two (2) one (1) year renewal options. Options are to be exercised at the discretion of the Borough and subject to the availability and appropriation annually of sufficient funds.
 - 3.** The Total Lump Sum cost charged by the successful bidder shall be the cost indicated in the proposal. No other charges shall be imposed either directly or indirectly by a regulatory and/or governmental agency.
- The Borough of Bergenfield will pay the successful bidder within thirty (30) days of the receipt of each invoice. The successful bidder will provide to the municipality all invoices, tipping records and an accounting statement verifying the volume of material disposed of. Such records shall be provided to the municipality on a monthly basis by the fifteenth (15th) of each month for the previous month.
- 4.** The successful bidder will guarantee the removal and ultimate distribution of all materials that is collected in accordance with the terms and conditions embodied in any and all applicable federal, state and local laws, regulation and/or ordinances. It will be agreed between all parties that all representations made by the successful bidder through its brochures, shall be incorporated by reference as though fully set forth therein. The Borough of Bergenfield will have no liability whatsoever for any cost of disposal.
 - 5.** The successful bidder will indemnify, keep and hold harmless the Borough of Bergenfield, its agents, engineers, officials and employees, against all injuries, deaths, loss, damages, claims, suits, patent and/or trademark claims, and/or suits, liabilities, judgments, costs and expenses which may in any way accrue against the Municipality as a result of the marketing, sale, distribution and/or use of compost and any compost blend product(s), arising from materials removed from the Borough of Bergenfield designated site, or in consequence the granting of the agreement or which may in anyway result therefrom whether or not it will be alleged or determined that the act was caused through negligence or omission of the successful bidder or his employees, of any subcontractor or his employees, if any, except for any compost that is contaminated and that has been adjudged by a court of competent jurisdiction that such contamination was proximately caused by the Borough of Bergenfield. The successful bidder will at its own expenses appear, defend and pay all charges of attorney and all cost and other expenses arising therefrom or incurred in connection therewith on behalf of the Borough of Bergenfield. The provisions of this Section will survive the expiration and/or termination of the contract.
 - 6.** The successful bidder will supply the Borough of Bergenfield with the necessary documents to allow the municipality to receive its recycling credits/revenue for the removal of grass clippings and yard waste, stumps and logs, leaves and Christmas trees in accordance with the terms and conditions embodied herein. Such credits/revenue shall inure exclusively to the benefit of the Borough of Bergenfield.

7. In the event that either of the parties hereto will be prevented or delayed from performing any obligations under the contract by reason of acts of God, war acts or requirements of public and/or governmental authorities including; prohibition of the use of compost, fire, flood, earthquake, epidemic, strike or such other causes which are deemed to be unforeseeable and beyond its or their control affecting the carrying out of the contract to those enumerated, such party will not be liable for such unforeseeable damages.

8. The successful bidder will perform all of its obligations hereunder in accordance with any and all requirements of the constituted public authorities and with all federal, state, or local laws and ordinances, and the applicable bureaus, offices, commissions and other agencies, now or hereafter in effect.

9. The successful bidder will acquire at its expense, all licenses, registrations, permits and authorizations necessary for the pick-up, composting, marketing, sale and distribution of compost and any blend product(s).

10. It is agreed between parties that the successful bidder shall provide good condition trailers to the Borough of Bergenfield upon twenty-four (24) hours telephone notice. In the event the successful bidder fails to provide a trailer within such twenty-four (24) hour period, this failure shall be deemed to be a material breach of the Agreement, and as such shall entitle the Municipality to unilaterally terminate the Agreement. In event the successful bidder fails to provide such trailer within five (5) business days of proper notice in accordance with the terms of the Agreement, the successful bidder agrees to pay to the Municipality the sum of \$750.00 per diem as liquidated damages. The successful bidder agrees that such charge is reasonable in light of inability on the part of both parties to calculate actual damages at the time of execution of the Agreement.

10a. The successful bidder will provide from the last full week of October to the second (2nd) week in December a minimum of five (5) one hundred (100) yard walk floor trailers per day to keep up with the amount of daily leaves.

11. The successful bidder represents that a mechanical failure of the equipment shall be no excuse for failing to comply with the terms of the Agreement. The successful bidder further represents that all equipment provided to the Borough of Bergenfield shall be in good working order and that he shall act in good faith and with due diligence in making all required repairs to any defective equipment. The successful bidder agrees to release and hold harmless the Borough of Bergenfield for any damage which may occur to the equipment and/or machinery owned and operated by the successful bidder arising from any person during the time which such equipment and/or machinery is in the possession, control and/or custody of the Municipality. The successful bidder will place such machinery and/or equipment at the designated premises at its sole risk.

12. The successful bidder will provide to the Borough of Bergenfield a Certificate of Insurance prior to the placement of any trailers or equipment on the designated site. Such insurance shall provide coverage as required by the Borough of Bergenfield in an amount consistent with all applicable laws for the removal and disposal of such materials. Such Certificate of Insurance shall name the Borough of Bergenfield as an additional insured.

13. Bidders are required to bid on all items of the proposal.

14. The Borough of Bergenfield reserves the right to accept or reject any of all bids, to waive irregularities and technicalities, to request re-bids on the bid items and award bids as the Municipality deems will best serve its interest.

15. The successful bidder or bidders will be required to submit a **Labor and Materials Performance and Payment Bond** in the full amount of the contract price, which such bond will be on the forms provided by the Borough of Bergenfield, copy attached. Said bond shall be guaranteed by a Surety Company authorized to do business in the State of New Jersey, OR secured by a fund in the full amount of the bond to be deposited with the Borough of certified or cashier's check made payable to the Borough's order. Accordingly, each bidder intending to submit a surety company bond is required to submit with his bid, written certification from a surety company that it will provide the bond required; or each bidder intending to deposit with the Borough, the fund above referred to as a security for his bond, shall submit with his bid, a written statement to that effect. Failure to include in the Bid Proposal such surety company certification, OR written statement of intention to make deposit will be cause for rejection of the bid. In the event that the total contract awarded to any bidder hereunder shall not exceed \$2,500.00, no bond will be required.

16. It shall be each bidder's responsibility to inspect the Borough of Bergenfield site for the collection of grass clippings and yard waste, stumps and logs, leaves and Christmas trees, and to verify with the Recycling Coordinator the estimated quantities of materials to be disposed. To schedule an appointment to inspect the site, each bidder must call the following Recycling Coordinator or agent.

Recycling Coordinator Phone Number

Dixie L. Rainey (201) 387-4055 ext.4088

17. Listed below are the approximate quantity of materials to be collected for bidder’s information only, and no warranty is given or implied as to the total quantity that will be collected. These estimates are based on previous year’s history.

<u>GRASS CLIPPINGS & YARD WASTE</u>	<u>STUMPS & LOGS</u>	<u>LEAVES</u>	<u>CHRISTMAS TREES</u>
8,000 cu.yds.	600 cu.yds.	12,000 cu.yds.	225 cu.yds.

The contract price will be based on the total cost for the estimated quantity to be collected as contained in the contract. However, the Borough of Bergenfield will pay the successful contractor the cu. yd. price bid times the cu. yds. collected.

IN NO CASE SHALL THE SUCCESSFUL BIDDER EXCEED THE TOTAL COST INDICATED IN THE CONTRACT. THE TOTAL COST CAN BE EXCEEDED ONLY IF HE HAS IN HIS POSSESSION A CHANGE ORDER APPROVED BY THE BOROUGH ADMINISTRATOR AND THE MAYOR AND COUNCIL OF THE MUNICIPALITY.

18. The final disposal of each material is to be in accordance with the laws and regulations of the State of New Jersey at a site licensed and permitted to accept that material for composting and/or recycling by the New Jersey Department of Environmental Protection or the equivalent agency of another state.

**BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY**

BID PROPOSAL

TO: BOROUGH OF BERGENFIELD

The undersigned hereby declares that they have carefully examined the requirements of the bid specifications contained herein and propose to furnish and deliver to the Borough of Bergenfield the following:

COLLECTION OF GRASS CLIPPING, YARD WASTE, STUMPS AND LOGS, LEAVES AND CHRISTMAS TREES

40-75 cubic yard trailers or roll off boxes or equal, to the site designated by the DPW and 100 cubic yard trailers at the site designated by the DPW as requested by the Municipality on an as needed basis for an initial contract period of two (2) years with two (2) one (1) year renewal options. Options are to be exercised at the discretion of the Borough and subject to the availability and appropriation annually of sufficient funds.

Forty (40) to seventy-five (75) CUBIC YARD TRAILERS OR ROLL OF BOXES

PRICE: ____ @ \$ _____ TOTAL \$ _____

(In Words) _____

One hundred (100) CUBIC YARD TRAILERS

PRICE: ____ @ \$ _____ TOTAL \$ _____

(In Words) _____

Company Name

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

Email Address

**BID FOR COLLECTION OF GRASS CLIPPINGS, YARD WASTE, STUMPS AND LOGS, LEAVES
AND CHRISTMAS TREES**

CHECKLIST

- _____ Vendor Information
- _____ Acknowledgement of Receipt of Addenda
- _____ Consent of Surety
- _____ Affirmative Action Compliance Notice
- _____ Exhibit A – Mandatory Equal Employment Opportunity Language
- _____ Appendix A – Americans with Disabilities Act of 1990
- _____ Statement of Ownership Disclosure
- _____ Prevailing Wage
- _____ Business Registration Certificate Compliance
- _____ Non-Collusion Affidavit
- _____ Political Contribution Disclosure Form
- _____ Disclosure of Investment Activities in IRAN
- _____ Federal Non-Debarment Certification

Please initial, sign, and return this checklist with you bid package.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: _____

Correspondence Address (including zip code):

Purchase Order Address (including zip code):

Payment Address (including zip code):

Telephone Number (including area code): ()

Email Address:

Fax Number (including area code): ()

Employer I.D. # or S.S. #:

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

This form must be submitted whether or not addenda were issued. If no addenda were issued, check the “No Addenda were received box” and complete the signature section.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number/Description	Dated	Acknowledge Receipt (initial)

No Addenda were Received

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____
PRINT NAME: _____ TITLE: _____
DATE: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Company	_____	Signature	_____
Print Name	_____	Title	_____
Date	_____		

APPENDIX A

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

The contractor and the **Borough of Bergenfield** (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, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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 this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____ Signature _____

Print Name _____ Title _____

Date _____

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 Borough of Bergenfield is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough 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 Borough to declare any contract(s) resulting from this certification void and unenforceable.

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

PREVAILING WAGE DETERMINATION

BOROUGH OF BERGENFIELD

BERGEN COUNTY, NEW JERSEY

**COLLECTION OF GRASS CLIPPING, YARD WASTE, STUMPS AND LOGS, LEAVES
AND CHRISTMANS TREES**

If applicable, _____, as Successful Bidder and all subcontractors hired by _____ does hereby agree to pay any and all workers employed no less than the prevailing wage rate as determined pursuant to N.J.S.A. 34:11-56.25 et seq. by the Commissioner of Labor and Industry or duly authorized deputy or representative.

Acknowledge For: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

BUSINESS REGISTRATION CERTIFICATE (BRC) COMPLIANCE

Name of Form:	BUSINESS REGISTRATION CERTIFICATE
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
To Obtain Proof of Registration or to Register for a NJ BRC	http://www.nj.gov/treasury/revenue/proofreg.shtml
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the proposal submission.

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

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) During the term of this 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. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

Detailed information on this requirement is available by calling (609) 292-9292 or can be found in Division of Local Government Services Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05 and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

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 bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

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 _____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.27

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

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

Signature
Printed Name
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Bergen

State: Governor, and Legislative Leadership Committees

Legislative District: 38

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Bergenfield Borough

Arvin Amatorio

Salvador "Buddy" Deauna

Ora Kornbluth

Thomas A. Lodato

Rafael Marte

Hernando Rivera

Marc Pascual

BOROUGH OF BERGENFIELD
DISCLOSURE OF INVESTMENTS ACTIVITIES IN IRAN

BID/RFP/Solicitation: _____ **Bid/Offeror:** _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury’s list of entities determined to be engaged in prohibited 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 representatives of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
	OR
	I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2, sign, and complete the Certification below.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ **Signature:** _____

Title: _____ **Date:** _____

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type)
 Limited Liability Company (LLC)
 Partnership
 Limited Partnership
 Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Bergenfield</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <i>borough</i> to notify the <i>borough</i> 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 <i>borough</i> permitting the <i>borough</i> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
--------------------------	---

Name of Individual or Organization	
---	--

Home Address (for Individual) or Business Address	
--	--

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
--------------------------	---

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
---	--

Home Address (for Individual) or Business Address	
--	--

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Borough of Bergenfield** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the **borough** to notify the **borough** 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 **borough** permitting the **borough** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Business Address

Add additional sheets if necessary

OR

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
--------------------------	---

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address

Add additional Sheets if necessary

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
--------------------------	--

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ***Borough of Bergenfield*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the ***borough*** to notify the ***borough*** 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 ***borough*** permitting the ***borough*** to declare any contract(s) resulting from this certification void and unenforceable.

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