

The Hightstown Housing Authority

**BID AND CONTRACT DOCUMENTS for
General Lawn and Landscape Services
for the 2021-2022 Seasons**

Bid Documents Available: August 14, 2020

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INVITATION TO BID

The Hightstown Housing Authority will receive sealed bids until Friday, October 2, 2020 at 2:00 p.m. at the office of the Hightstown Housing Authority, 131 Rogers Avenue, Hightstown, NJ 08520, at which time and place all bids will be publicly opened and read aloud for:

Contract for general lawn and landscape services as per the attached specifications and bid form.

THE OUTSIDE OF ALL ENVELOPES MUST BE MARKED WITH:

- **Hightstown Housing Authority**
- **Bidder's Name and Address:**
- **Bid on: Contract for General Lawn and Landscape Services for the 2021-2022 Mowing Seasons**

Interested bidders may obtain a complete set of the bid documents, including the specifications, from the website of The Hightstown Housing Authority (www.hightstownhousing.org) located at 131 Rogers Ave, Hightstown, NJ 08520 commencing on Friday, August 14, 2020. Bids shall be on a lump sum and A-La-Carte basis. The work shall commence on January 1, 2021.

All bids must be received at the Hightstown Housing by 2:00 PM Friday, October 2, 2020. Bids will be received in sealed envelopes marked as noted above on the outside. Three (3) complete sets of bids must be provided. No bids will be accepted after the due date and time specified for any reason. They will immediately be opened and read aloud (room to be used can be obtained in reception area). After the Bid Opening on Friday, October 2, 2020, Bid Packets may be reviewed after the opening starting Monday, October 4, 2020 if a bidder so desires by making an appointment.

Location of Properties:

131 Rogers Avenue, Hightstown NJ.

Including buildings located on Rogers, Railroad and South Academy Streets.

INSTRUCTIONS TO BIDDERS

Please Read Carefully

1. Each bid must be signed by the bidder with his/her usual signature. Bids by partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing.
2. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to bind it in the matter.
3. Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
4. Envelopes must be sealed when submitted, marked on the outside with Hightstown Housing Authority, Bidder's Name and Address, the Name of the Contract Bid, (Contract for General Lawn and Landscape Services for the 2021-2022 Mowing Seasons).
5. Proposals having any erasures or corrections thereon will be rejected unless explained or noted over the signature of the bidder.
6. Bidders may submit proposals on any one or group of items provided, however, that the unit price is shown as requested.
7. References in the specifications or in describing the material, supplies, or services required of a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding proposals on other types of materials and supplies or of performing the work in a manner other than specified.
8. Proposals should be mailed to or delivered to the office of The Hightstown Housing Authority, 131 Rogers Avenue, Hightstown, NJ 08520
9. Sales tax will not be applicable, and all bids received which include sales tax will be corrected at the time of the bid opening or returned to the bidder. The Hightstown Housing Authority's sales tax-exempt number will be provided to the successful bidder.
10. The bid is a service; therefore, the bidder must provide proof of Workers' Compensation with the bid.

REQUEST FOR QUOTATIONS OR BIDS
GENERAL CONDITIONS

1. The Hightstown Housing Authority reserves the right to reject any or all bids, and unless otherwise specified by the bidder, to accept any item in the bid.
2. Invoices are processed for payment monthly.
3. In case of default by the bidder or contractor, the Hightstown Housing Authority may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. Prices should be stated in units of quantity specified.
5. Prices quoted, unless otherwise stated by bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.
6. The bidder, if awarded the contract, agrees to protect, defend, and save harmless the Hightstown Housing Authority against any demand 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 the bidder further agrees to indemnify and save harmless the Hightstown Housing Authority from suits or actions of every nature and description brought against it, for or on account 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.
7. Terms and conditions, unless stated otherwise herein, are to be effective for two years from the date of bid acceptance by the Hightstown Housing Authority. A one-year extension of the contract may be granted. All provisions of the original contract shall apply.
8. All bids submitted shall be valid for thirty (30) days after being received by the Hightstown Housing Authority.
9. The enclosed "Form of Non-Collusive Affidavit" must be signed, notarized, and returned with the proposal.
10. State of NJ Contracting License is required and shall be in effect within ten days of contract award.
11. Liability, Auto, Worker's Compensation Insurance Certificates must be provided current and in effect.
12. Certification of Section 3 hiring compliance must be signed and returned with bid.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION

New Jersey law prohibits conflicts of interest, gratuities and kickbacks, and the use of confidential information with regard to any public contract or a solicitation or proposal thereof. The prohibitions as set forth provides:

A. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

1. He, or any member of his immediate family, has a financial interest therein; or
2. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
3. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

B. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

C. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

D. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation, therefore.

E. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

SAFETY

General

The safety and well-being of the employees, contractors, residents, and visitors to the Hightstown Housing Authority, have always been of the utmost importance. In keeping with this ongoing effort to minimize and reduce the possibility of loss, injury, or violation, the contractor shall comply with all applicable federal, state, and local health and safety regulations and provide a work environment as free as practicable from recognized hazards. Contractors are expected to comply with all safety and health requirements whether established by the Hightstown Housing Authority; the contractor; or by federal, state, or local law.

Work Procedures

The contractor shall assure that the Lawn and Landscape Services are carried out in a manner which provides for the safety and well-being of the employees, contractors, residents, and visitors to the Hightstown Housing Authority.

Equipment

The contractor shall assure that equipment is maintained in safe operable condition. (This includes but is not limited to the use of devices which are intended for the safe operation of the equipment).

BID FORM

For General Lawn and Landscape Services for The Hightstown Housing Authority

The undersigned Bidder agrees that he will contract with the Hightstown Housing Authority to provide all necessary labor, supervision, tools, and other means to do all the cleaning and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

The following documents are required with submission of this bid:

1. Detailed Specifications or Scope of Work
2. Maintenance Plan for Site
3. Bid Form
4. Certification of Compliance with Maintenance Wage Rates
5. Bidder's Affirmative Action Program for Equal Employment Opportunity
6. Bidder's Section 3 Hiring Compliance Certification
7. Non-Collusive Affidavit
8. Bidder's Statement Regarding Worker's Comp Coverage
9. Insurance Certificates with Cancellation Statement
10. State of New Jersey Occupational License
11. Procedures for Dealing with Complaints and Response
12. Three References with Experience Statement
13. Number of Crew Dedicated to This Activity
14. Proposed Equipment and Material to be Used

Envelope must be sealed

THE OUTSIDE OF ALL ENVELOPES MUST BE MARKED WITH:

- Hightstown Housing Authority
- Bidder's Name and Address
- Bid on: Contract for General Lawn and Landscape Services
for the 2021-2022 Mowing Seasons

Maintenance Wage Rate Certification

I certify that wages are paid to employees in accordance with the provided maintenance wage rates. Successful Bidder will provide weekly employee payroll sheets as verification.

Signature _____

Date _____

Contractor Bid Sheet
General Lawn and Turf Management

2021 Yearly Cost \$ _____

2022 Yearly Cost \$ _____

General Lawn and Turf Management will be paid in 12 equal monthly payments each year beginning on January 1st of each year.

2021 & 2022 ‘A La Carte’ Services Requested

1. Mulching by hand all landscape beds and trees with double shredded hardwood mulch- 2 inches minimum application: \$ _____
2. Installation of seasonal flowers as follows:
 - a. May-Summer Annuals: \$ _____ per flat installed (average of 40 flats of 8 plants per flat of “sun-pations” or other as selected by Executive Director.
 - b. September-Mums: \$ _____ per Mum installed (average of 200-9” pots)
 - c. November-Bulbs: \$ _____ per bulb installed (average of 300 tulips and 700 daffodils intermixed in selected areas).

Total Bid, inclusive of all items listed
including A La Carte services

Price: 2021 Season \$ _____

Price: 2022 Season \$ _____

SCOPE OF WORK, Specifications

This provides for the maintenance and care of all exterior landscaped areas, but specifically excludes paved areas, lights, signs, fences, irrigation systems, irrigation clocks and sprinkler heads. The type of maintenance and care is defined in the following and is designed to promote healthy growth and create the landscape environment specified.

PERIOD OF COVERAGE

This proposal shall provide the maintenance services for the 2021 and 2022 seasons, approximately March 15th to December 15th. When weather conditions permit starting operations prior to March 15th the contractor may do so without changing the billing

Agreement set forth below.

2021 Season – approximately March 15th —December 31st , 2021

2022 Season – approximately March 15th —December 31st , 2022

POLICIES AND PROCEDURES

LAWN CARE

1. Turf shall be cut at a height of 2.5” to 3.5” as conditions dictate. Mowing shall be done every seven days during heavy growth periods, so that no more than 1/3 of the grass blade is removed per cutting, weather permitting. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible and present a neat appearance. Excess clippings shall be removed. Blades on all equipment shall be sharp to prevent tearing of grass blades. Includes strip of grass along parking lot on Railroad Avenue.
2. Maintenance of the grounds will be done on a weekly basis, when needed. If rain prevents cutting on the day scheduled, cutting will be done on the first day weather and schedule permits.

All other grasses shall be trimmed to equal height. Clippings will be cleared from walks and curbs. Edging of walks and curbs shall be done once per month April through October.

TURF PROTECTION PROGRAM

1. Fertilization of entire complex with a premium (50% organic) slow release fertilizer. This service shall be performed two times per year, once during the spring and once in the fall.
2. Application of pre-emergent herbicide to control crabgrass, goose grass, and other annual weed grasses on turf. Treatment of entire complex once per year.
3. Application of post-emergent crabgrass control twice per season.
4. Application of herbicide to control dandelions, clover, and all other broadleaf weeds. Spraying of entire complex once per year with one additional spot application.
5. Sedge control is not part of this turf protection program.

TREES, SHRUBS, EVERGREENS AND BEDS

1. All shrubs and evergreens up to 10' in height shall be pruned to remove dead or damaged branches, develop the natural form of the plant, and to create the effect intended by the Executive Director. This service will be performed twice per year and adjusted to meet horticultural conditions. Trees, shrubs and evergreens over 10' are not included in this program.
2. All beds shall be edged to present a neat appearance, once in the spring.
3. All beds shall be sprayed and weeded monthly.
4. Beds shall be treated with post emergence herbicide to control weeds and weed seeds.
5. Hand weeding of beds directly adjacent to buildings. This service shall be performed as needed.

MISCELLANEOUS

1. A general spring clean-up shall be provided to remove leaves and debris accumulated during the winter.
2. Walks and paved areas shall be sprayed to prevent extensive weed growth. This service shall be performed as needed.

3. A general fall clean-up shall be provided to remove leaves and debris. This service shall be performed on a 10-14 day interval during the month of November and December. Planting beds will only be cleaned twice during the fall during the last visit of November and December.
4. Work not included in this proposal shall be done when requested in writing on a time and materials basis.
5. Weekly debris clean-up of turf and bed areas (light clean, paper, cans, etc.) shall be done during normal cutting schedule.

GENERAL

1. All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices.
2. Materials shall be selected by the Contractor and applied in accordance with manufacturer's directions in conjunction with the Contractor's schedule. Where alternate products are available, the environmental impact of the products shall govern which is used.
3. HHA is fully responsible for proper irrigation of turf and plant areas. Contractor will not be held liable for damages that may occur due to lack of proper irrigation of turf or plant stock.
4. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
5. Certificates of insurances shall be provided, upon request. Contractor will carry Workmen's Compensation and Liability Insurance.
6. Additional turf, tree and shrub, pest and weed/sedge control applications may be recommended throughout the growing season at an additional cost.

Equal Employment Opportunity

Ref. form-HUD 5370 (12/01)

Note

This is a segment of the Equal Employment Opportunity portion taken from form HUD-5370 (12/2001) ref. Handbooks 7417.1 & 7485.3G, No. 39 and intended for reference only

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited, to (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules regulations, and orders of the Secretary of Labor, or pursuant thereto.
- (e) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed, and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rule, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (f) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended so that these terms and condition will be binding upon each subcontractor or vender.

Signature

Date

Ref. form-HUD 5370 (12/01)

SECTION 3

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I certify Section 3 Compliance as stated above.

Signature

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he is _____ (Partner or officer of the firm of)

the party making the foregoing Proposal/Bid, that such Proposal/Bid is genuine and not-collusive or a sham; that said Offerer/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Offerer/Bidder or person, to put in a sham Proposal/Bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal/Bid price of affiant or of any other Offerer/Bidder, or to fix any overhead, profit or cost element of said Proposal/Bid price, or of that of any other Offerer/Bidder, or to secure any advantage against the Hightstown Housing Authority or any person interested in the proposed contract; and that all statements in said Proposal/Bid are true.

Signature of:

Offerer/Bidder, if the Offerer/Bidder is an individual.

Partner, if the Offerer/Bidder is a partnership.

Officer, if the Offerer/Bidder is a corporation.

Subscribed and sworn to before me this _____ day
Of _____, 2020.

My commission expires _____, 20_____.

Notary Public

**SAMPLE – DO NOT RETURN
CONTRACT FOR MOWING, TRIMMING, AND LEAVING WALKS AND LAWN
CLEARED OF DEBRIS**

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand Twenty by and between _____, Corporation, Partnership, Proprietorship, or Joint Venture, organized and existing under the Laws of the State of New Jersey, thereafter called the "Contractor"; and the Hightstown Housing Authority, hereinafter called the "Local Housing Authority".

WITNESSETH, that the Contractor and the Local Housing Authority for the consideration stated herein mutually agree as follows:

ARTICLE I, STATEMENT OF WORK: The Contractor shall furnish all labor, materials, equipment, and services required for lawn and landscape services in strict accordance with the Bid and Contract Documents packet.

ARTICLE II, THE CONTRACT PRICE: The Hightstown Housing Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions, the sum of _____.

ARTICLE III, THE CONTRACT LENGTH TIME: This contract is to be in effect for a period of two years from date of contract with a possible contract extension of one year.

ARTICLE IV, THE CONTRACT: The Contract shall consist of this packet of Bid and Contract Documents.

ARTICLE V, WORK PERFORMANCE: In the event of unsatisfactory performance by the Contractor as determined by the Executive Director, this contract can be terminated in five (5) calendar days.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

CONTRACTOR: _____

Federal Tax Identification Number: _____

Attest:

By: _____
(Print Name)

By: _____
(Print Name)

By: _____
(Sign Name)

By: _____
(Sign Name)

Title: _____

Title: _____

Date: _____

Date: _____

Hightstown Housing Authority

Attest:

By: _____
(Print Name)

By: _____
(Print Name)

By: _____
(Sign Name)

By: _____
(Sign Name)

Title: _____

Title: _____

Date: _____

Date: _____