

Township of Monroe
County of Gloucester
Notice of Request for Proposals
Certified Contractor for Emergency Service Work Associated with
Lawn Mowing and Landscaping Services
Under the Fair and Open Process

Pursuant to the fair and open process and in accordance with NJSA 40A:11-1 et seq., proposals are requested by the Township of Monroe at its offices at 125 Virginia Avenue, Williamstown, NJ 08094 on **Monday, February 13, 2017 at 2:00 p.m.** for:

Certified Contractor for Emergency Service Work Associated with
Lawn Mowing and Landscaping Services within the Township of Monroe

The purpose of this request is to solicit interest from up to six (6) qualified certified contractors for emergency service work associated with lawn mowing and landscaping services is listed above and generally described in the Request. Qualified certified contractors will be selected through a competitive, quality-based fair and open process, conditions, and services with any or all firms responding to the request. The Township permitted by law, and may at its sole discretion decide not to proceed at all or to proceed with a portion of that work. The Township reserves the right to interview any or all proposers.

Full copies of the Notice of Request are available on the Township's website www.monroetownshipnj.org or from the Township Clerk at 856-728-9800 ext. 217 or by mail at 125 Virginia Avenue, Williamstown, NJ 08094.

All questions regarding the Request should be made by contacting Kevin Heydel, Business Administrator at 856-728-9800 ext. 204 or Rosemary Flaherty, Director of Community Development at 856-728-9800 ext. 270.

Susan McCormick, RMC

REQUEST FOR PROPOSAL
FOR
CERTIFIED CONTRACTOR FOR EMERGENCY
SERVICE WORK ASSOCIATED WITH LAWN
MOWING AND LANDSCAPING SERVICES

2017

SUBMISSION DEADLINE
AT WHICH TIME PROPOSAL WILL BE OPENED IS

FEBRUARY 13, 2017

ADDRESS ALL PROPOSALS TO:

TOWNSHIP OF MONROE
ATTN: SUSAN MCCORMICK, MUNICIPAL CLERK
125 VIRGINIA AVENUE, WILLIAMSTOWN
GLOUCESTER COUNTY
NEW JERSEY, 08094

GENERAL INFORMATION & SUMMARY

Organization Requesting Proposal

Township of Monroe
125 Virginia Avenue
Williamstown, NJ 08094

Contact Person(s)

Kevin W. Heydel
Business Administrator
(856) 728-9800 x 202

Rosemary Flaherty
Director of Community Development
(856) 728-9800 x 270

Purpose of Request

This Request for Proposal (RFP) is intended to provide interested certified contractors with sufficient information to guide them through the development of their proposals to submit for consideration by the Township of Monroe, Gloucester County, State of New Jersey, for emergency service work associated with lawn mowing and landscaping services from April 1st to October 31st.

The terms used and conditions imposed in this RFP are not intended to imply or denote a particular certified contractor nor are they to be constructed as restrictive in any way.

In responding to the RFP, it is important that all consultants follow the prescribed format so that each certified contractor will be providing comparable data to that submitted by other certified contractors and thus be assured of fair and objective treatment in the Township's review and evaluation process.

Scope of Work

The Township of Monroe is located in Gloucester County, New Jersey and is seeking up to six (6) certified contractors for emergency service work associated with lawn mowing and landscaping services within the Township of Monroe. The Township of Monroe's population has approximately 36,129 residents. The Township of Monroe is seeking RFPs for up to six (6) certified contractors for emergency remediation as set forth below:

- **Lawn Maintenance:** Incidental debris removal is included as part of the allowable grass cut as well as edging, minimal leaf removal and clearing of all grass cut clippings. The yard and its surroundings should be in compliance upon completion of the yard maintenance.
 - Initial Grass Cuts for up to 10,000 sq. ft. – Up to \$100
 - Initial Grass Cuts for up to 15,000 sq. ft. – Up to \$150
 - Regular Lawn Maintenance Cut for up to 10,000 sq. ft. – Up to \$80
 - Regular Lawn Maintenance Cut for up to 15,000 sq. ft. – Up to \$100

- If lot size is greater than 15,000 sq. ft., initial full lot and subsequent cuts and initial perimeter cuts should be submitted simultaneously for the entire season. Perimeter is defined as 100 x 150 or 15,000 square feet. An invoice for this service must be provided to the Township for approval.
- Tree and Shrub trimming should be approved upon submission of a proposal, an outline of the work and the description of the emergency and cost to perform the work before being approved by the Township.

Submission of Proposals

Each proposal must furnish all information requested by this RFP in the format specified. Promotional literature and other documents will not be considered as part of the evaluation.

All responses must be submitted in sealed envelopes bearing on the outside the name of the proposer, their address and "Request for Proposal "Certified Contractor for Emergency Service Work Associated with Lawn Mowing and Landscaping Services". Responses must be addressed to the attention of:

Township of Monroe
c/o Township Clerk
125 Virginia Avenue, Williamstown, NJ 08094

All responses shall also include the following fully completed and executed documents:

Non-Collusion Affidavit, Affirmative Action Compliance Statement,
American with Disabilities Acknowledgment Statement,
Stockholder Disclosure Certification and New Jersey
Business Registration Certificate

Proposals Forwarded through the Mail

Must contain the following statement on the envelope:

"THIS IS A SEAL RESPONSE TO REQUEST FOR PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL THURSDAY, FEBRUARY 9, 2017 AT 10:00 A.M. BY THE TOWNSHIP CLERK OR A REPRESENTATIVE OF THE TOWNSHIP CLERK'S OFFICE"

The Township will not assume responsibility for proposals not delivered in person to the Township Clerk at the opening.

Receipt of Proposals

All proposals must be received before or at the time and date specified in the Notice. No proposal will be received after the specified time.

OVERVIEW

Contractors submitting a proposal are required to maintain and provide proof of the following:

- General Liability Insurance (\$1,000,000 minimum)
- Workers Compensation Insurance (\$500,000)
- Business Automobile Liability (\$1,000,000)

No Contractor who is the recipient of Township of Monroe funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veterans status, physical or mental disability or perceived disability, or other criteria protected by law. Discriminatory practices based on the foregoing are declared to be contrary to the public policy of the Township. The Township of Monroe complies with all equal Employment Opportunity requirements.

The Township of Monroe does not discriminate in the admission of, or employment in, its programs, activities or services. Minority and women owned businesses, as well as Contractors located in the Township or Gloucester County, are encouraged to submit proposals.

Evaluation of Proposals

All proposals will be reviewed by the Mayor, Business Administrator and Director of Community Development. Following the proposal review process, contractors will be selected for an interview. The interview will be conducted by the Mayor and/or Director of Community Development. Following the contractors' interviews, the Mayor and Director of Community Development will make a recommendation to the Township Council of their selection of up to six (6) certified contractors.

Based on the findings, the Mayor and Township Council may desire follow-up or further study of specific recommendations.

Any proposal determined to be non-responsive to any of the minimum evaluation criteria of this RFP may be disqualified. The Township may determine that the non-responsiveness is not substantial and can be clarified. In such case, the township may allow the consultant to make minor corrections and apply the changes in the evaluation.

Clarification of Proposals

Certified contractors may be required to discuss or clarify its proposal with the Township at any time during the selection and evaluation process.

Rejection of Proposals

The Mayor and Township Council reserves the right to reject any or all proposals, in response to the RFP. Furthermore, a consultant's proposal will be rejected if the contractor fails to:

- Adhere to one or more of the provisions established in the RFP
- Submit its proposal in the format specified

- Supply the minimum information requested in the RFP
- Meet most of the application criteria as specified
- Submit its proposal to the required address before or on the deadline
- Submit a cost proposal
- Provide trustful and accurate information in its proposal

Withdrawal of Proposals

Proposals may be withdrawn by written notice received by the Township at any time prior to the award.

Reservations

The Mayor and Township Council reserves the right to waive irregularities and technicalities, to request re-submissions, and to award proposals as the Township Council deems will best serve the interest of the Township of Monroe.

Proposal Limitations

This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Township of Monroe by issuance of this RFP.

Proprietary Information

Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statement may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the distinction of the Township of Monroe. All materials submitted become the property of the Township of Monroe and may be returned only at the Township of Monroe's option.

Responsibilities of Certified Contractor

The successful consultant will be considered as the prime contractor and will be required to assume total responsibility for the delivery of the proposal. The Township will consider the successful consultant to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated.

Prior to final selection, consultant may be required to submit additional information that the Township may deem necessary to determine the consultant's qualifications.

Firm Price

Prices as set forth under Scope of Work shall be firm and not subject to increase during the term of any contractual agreement arising between the Township and the successful consultant as a result of this RFP, with the exception of invoices for services that need prior approval from the Township.

Execution of Contract

Upon the acceptance of the proposal, the Township shall enter into a Contract with the Certified Contractor.

No Assignment

Assignment by the successful consultant to any third party shall be prohibited and will not be recognized by the Township unless approved by the Township in writing.

Method of Payment

Contractor shall be paid in accordance with the Contract document upon receipt of an invoice, including an itemized, detailed description of all work performed, and a properly executed voucher. After approval by the Township of Monroe, the payment voucher shall be placed in line for prompt payment.

General Terms and Conditions

- A. In case of failure by the successful proposer, the Township of Monroe may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- B. No proposer shall influence, or attempt to influence or cause to be influenced, any Township of Monroe officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- C. No proposer shall call or influence, or attempt to cause or influence, any Township of Monroe officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- D. The Township of Monroe shall not be responsible for any expenditure of monies or their expenses incurred by the proposer in making its proposal.
- E. Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Township of Monroe's Business Administrator no fewer than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- F. The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

References

The consultant will submit the names, addresses, phone numbers, fax numbers, and email

addresses (if available) of three (3) references for whom this type of study/consulting work was performed. In addition, the consultant will supply two (2) additional references for whom other types of studies/consulting work was performed and identify the scope of work performed.

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

Please initial below, indicating that your proposal includes the itemized document
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

- | | Initial Below |
|--|---------------|
| A. An original with three (3) signed copies of your complete proposal. | _____ |
| B. Non-Collusion Affidavit properly notarized | _____ |
| C. 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 | _____ |
| D. Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability | _____ |
| E. Disclosure of Investment Activities in Iran | _____ |
| F. Public Disclosure Statement, properly notarized, listing the names
of all persons owning ten (10) percent or more of the proposing entity | _____ |
| G. Authorized signatures on all forms | _____ |
| H. Business Registration Certificate(s) | _____ |
| I. Proof of General Liability Insurance, Workers Compensation Insurance | |
| J. and Business Automobile Liability Insurance | _____ |

Note: N.J.S.A. 52:32-44 provides that the Township of Monroe shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED
REQUIREMENTS

NAME OF PROPOSER:

Person, Firm or Corporation

By:

(Name)

(Title)

NON-COLLUSION AFFIDAVIT

STATE OF

SS

COUNTY OF

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

I am _____, a _____ in the firm of _____
(Name) (Title, Position)
_____, the bidder making the proposal to the Township of
Monroe for work under a fair and open process for:

Fire & Emergency Medical Services Study

and that I executed the said Proposal with full authority to do so; that said responder 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 Response and in this affidavit is true and correct, and made with full knowledge that the Township of Monroe relies upon the truth of the statements contained in said Response 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 commission, percentage brokerage, or contingent fee, except bona fide employees of the Contractor, and as may be permitted by law.

Name:
Title:

Subscribed and Sworn to before me this
day of _____, 20__.

Notary Public of
My Commission Expires:

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

The contractor and the Township of Monroe (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. 5121 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.

(Signature)

Date

STOCKHOLDER DISCLOSURE CERTIFICATION

INSERT FROM COPY – CANNOT CONVERT

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
INSERT FROM COPY – CANNOT CONVERT

Date: _____

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Submission

NAME OF BUSINESS: _____

Check One:

_____ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

_____ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter Corporation Non-Profit Corporation

This form shall be completed and signed. Failure to submit the required information is cause for automatic rejection.

Stockholders:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
Name: _____	Name: _____
Home Address: _____	Home Address: _____

Signature _____ Date _____

Printed Name & Title _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

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 the 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. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN IF UNABLE TO CERTIFY ABOVE

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below:

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Proposer Contact Name: _____

Anticipated Cessation Date: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the municipality 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 municipality to notify the municipality 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 municipality and that the municipality at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: _____

Signature: _____

Title: _____

Date: _____