

County of Somerset New Jersey

PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION
KAREN L. MCGEE, RPPO, QPA
Purchasing Agent



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NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the County of Somerset on **November 14, 2018** at **2:30pm** prevailing time in the Purchasing Division conference room, County Administration Building, 20 Grove Street, Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

Interior Plantscape Maintenance, 40 North Bridge Street and 20 Grove Street Contract #CC-0117-18

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the "**BID TITLE NAME & CONTRACT #**" on the outside, and addressed to Karen L. McGee, Purchasing Agent, at the address above.

Any Bid Addenda will be issued on the County website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Specifications and instruction to bidders may be obtained at the Purchasing Office or the County website at www.co.somerset.nj.us.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Karen L. McGee, RPPO, QPA
Purchasing Agent – Somerset County

COUNTY OF SOMERSET GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
- (1) Addressed to the Purchasing Agent
 - (2) Bearing the name and address of the bidder on the outside
 - (3) Clearly marked "BID" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
 - (4) We are storing all responses electronically, therefore submit all pages of the response on a CD or USB flash drive in addition to the printed copies. Bidders name to be identified on either the CD or USB flash drive being submitted.
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. **If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Bids received after the designated time and date will be returned unopened.
- D. The County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each perspective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follow:
- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Multiple Bids Not Accepted
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- H. Official Request for Bid packages are available from Somerset County's website at www.co.somerset.nj.us at no cost to the prospective bidders. All addenda are posted on the County site and issued in accordance with N.J.S.A. 40A:11-23(c)(1). Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. Somerset County is not responsible for third party supplied specifications.

- I. The Somerset County Park Commission is to be considered an agency of the County entitled to participate in the contract(s) resulting from this bid.
- J. Results of all bids are posted on the County website.

2. BID SECURITY

The following provisions, *if indicated by an (x)*, shall be applicable to this bid and be made a part of the bidding documents:

A. **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if bidder fails to enter into contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

B. **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection of the bid.

C. **PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22.

D. **LABOR AND MATERIAL (PAYMENT) BOND**

The successful bidder shall with the delivery for the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. **MAINTENANCE BOND**

Upon acceptance of the work by the County, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

- 1 Year
 2 Years

3. PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)

A. (1) The County of Somerset is exempt from any local, state or federal sales, use or excise tax. Somerset County will not pay for New Jersey State Sales and Use Tax that are included in any invoices. Somerset County will not pay service charges such as interest and late fees.

(2) The County of Somerset or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.

The County of Somerset is rated by:
Standard & Poor's Rating Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet

B. Bids shall be ***signed in ink*** (Original Signature Required) by the bidder, all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

D. ***Estimated Quantities*** (Open-Ended Contracts, Purchase as Needed) The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. ***NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.***

E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.

F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.

G. All forms shall be completed and attached to the bid proposal. ***BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.***

H. Results of all bids are posted on the County website www.co.somerset.nj.us

4. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB Somerset County locations. No price escalation. The vendor shall void the contract and permit Somerset County to solicit open market pricing should any price increase or surcharge be imposed.

5. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, *addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line,* at PurchasingDiv@co.somerset.nj.us. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The County's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

- E. Discrepancies in Bids
 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature ***will not*** suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of goods and services offered. The County reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.

- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

7. METHOD OF CONTRACT AWARD

- A. The County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the County to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The County further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the County. Without limiting the generality of the foregoing, the County reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The County may also elect to award the contract on the basis of unit prices.
- D. The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the County may then, at its option, accept the bid of the next lowest responsible bidder.
- F. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel this contract.
- G. The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County; material exceptions shall not be approved.
- H. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

8. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;

E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the County may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

9. **NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.** Pursuant to N.J.S.A. 34:11-56.25 et seq, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html.
10. **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT–N.J.S.A. 34:11-56.48 et seq.** N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available online at http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

11. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

13. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

2. Construction Contracts

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at www.state.nj.us/treasury/contract_compliance upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

14. AMERICANS WITH DISABILITIES ACT OF 1990 – 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

15. WORKER AND COMMUNITY RIGHT TO KNOW ACT – N.J.S.A. 34:5A-1 et seq.

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in the final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

16. STATEMENT OF CORPORATE OWNERSHIP – N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

17. INSURANCE AND INDEMNIFICATION

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss occurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

A. Insurance Requirements

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:35-1.6. Minimum Employer's Liability \$1,000,000.00

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

C. Indemnification

The Contractor agrees to indemnify and save harmless the County, its officers, agents and employees, from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a) negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Somerset County will not accept Mutual Limitation of Liability terms.

18. PAYMENT

Payment will be made after a properly executed County voucher has been received and formally approved on the voucher list by the Board of Chosen Freeholders at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

19. TERMINATION

A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to

the contractor of any sum or sums set forth in the contract. Somerset County will pay for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.
- C. The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.
- D. In case of default by the contractor, the County may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the County.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.
- H. The County may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the County is conditioned upon the availability of Somerset County funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the County at the end of any particular fiscal year may terminate such services. The County will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the County to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by Somerset County by notice to the parties.

20. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

21. ADDITIONS/DELETIONS OF SERVICE

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

22. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

23. Bidders shall not write in margins or alter the official content or requirements of the County bid documents.

24. SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

25. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2010.

26. TRUTH IN CONTRACTING LAW

- N.J.S.A. 2C:21-34, et seq. governs false claims and representation. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

27. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, Somerset County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, 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 in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

28. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

29. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

30. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

31. Health Insurance Portability and Accountability Act of 1996-HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the County harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

32. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the County opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the County may solicit the goods and/or services from any bidder on this contract.

33. The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

34. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

35. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

SPECIFICATIONS

INTERIOR PLANTSCAPE MAINTENANCE AT 40 NO. BRIDGE ST. AND 20 GROVE ST, SOMERVILLE, NJ

1.0 DUTIES OF CONTRACTOR

The Contractor shall furnish everything, including all labor, supervision, supplies, parts, materials, tools, and equipment necessary to provide full horticultural maintenance service for the complete existing interior plantscape described below in Section 1.1, in accordance with the contract specifications. The Contractor shall provide these services completely under this full-service contract, which shall be considered all-inclusive, without additional cost of any sort to Somerset County. The Contractor shall be responsible for all work made necessary by ordinary wear and tear, but shall not be responsible for the cost of damage resulting from accidental or malicious misuse or abuse, or vandalism.

1.1 LOCATIONS

- 1.1.1** 40 North Bridge Street, Somerville, NJ
1st Floor Lobby
- 1.1.2** Administration Building, 20 Grove St., Somerville, NJ
Atrium at the Lower Level, 1st, 2nd and 3rd Floors
Exterior Planter at the 1st Floor

2.0 CONTRACT TERM

The effective period of this contract shall be one (1) year. Somerset County may elect to extend this contract for no more than two (2) additional one-year periods, for a total of three (3) years. The County will notify the Contractor of its intentions no less than 30 days prior to the termination date of the contract period.

2.1 TERMINATION

- 2.1.2** If, during the effective period of this agreement, the Contractor violates any of the provisions of this contract or fails to properly provide services required by this contract as judged by the County in its sole discretion, the County, on 30 days written notice by registered mail to the Contractor, may terminate this agreement. (See also Termination Clauses.)

3.0 CONTRACT PRICE

The County will pay the Contractor each month during the term of this agreement the sum bid for the faithful performance of the services herein required of the Contractor.

4.0 HOURS AND MANNER OF WORK

- 4.1** Normal Work: The Contractor shall perform all normal work during regular hours (7:00 AM to 4:30 PM) of regular working days (Monday through Friday), except holidays (Exhibit C).
- 4.2** Emergency Work: In response to all calls for emergency work, the Contractor shall arrive at the County complex no later than the next regular working day after receiving the call.

- 4.3 The County may request that normal or emergency work covered under this agreement be performed on overtime. The Contractor shall absorb the straight-time labor charges and the County shall pay the Contractor for the difference.
- 4.4 The Contractor shall perform all work in accordance with industry standards, best horticultural practices, and local conditions, in order to maintain the health and appearance of all of the installed plantings, both live and artificial, and to ensure optimal growing conditions and the highest quality appearance of the planters. Preventive maintenance shall be conducted exclusive of repairs or regular or overtime service. The Contractor shall allot as many hours to preventive maintenance as conditions warrant.
- 4.5 The Contractor's technicians shall complete a separate detailed service report for each visit to the County Complex during which service was given, including preventive maintenance, repair, and emergency. The report shall include the date, specific work performed, problem(s) found, actions taken, materials and parts used, starting and ending times, and further work required. The report shall be signed by the technician and submitted by him/her to the Facilities & Services Division for a signature acknowledging receipt of the report. The Contractor's technicians shall log in at the Facilities & Services office before beginning work at any County facility, and shall wear a contractor identification badge, issued at the time of log-in, at all times while in County facilities. The Contractor's technicians shall log out at the Facilities & Services office after completing work, turning in the identification badge and submitting the service report(s).
- 4.6 Before assigning a new technician to conduct preventive maintenance, the Contractor shall arrange for a technician who is familiar with the sites to familiarize the new technician.

5.0 COUNTY'S RIGHT TO INSPECT AND REQUIRE WORK

The County reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this agreement are being fulfilled. Deficiencies noted shall be promptly corrected by the Contractor.

6.0 COMPLIANCE WITH LAWS AND STANDARDS

- 6.1 In the performance of this contract, the Contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.
- 6.2 The contractor shall perform all services in compliance with the Federal Specifications regarding mixed commercial fertilizer (FS: O - F 241D).
- 6.3 Grading of plant material shall be in accordance with the State of Florida, Department of Agriculture, *Grades and Standards for Nursery Plants*, and shall be "Florida Fancy" or "Foliage #1 Grade" as described in the Interior Plant Specifications section of *Guide to Interior Landscape Specifications*, 5th Edition, 2003, as published by the Associated Landscape Contractors of America (ALCA).
- 6.4 All plant material shall comply with State and Federal laws, including quarantines with respect to inspection, plant diseases, and insect infestation.
- 6.5 The Contractor shall comply with all federal and state Department of Agriculture regulations for pest control that, in general, require that contractors operating in infested areas thoroughly clean all equipment units before moving them to non-infested areas.

- 6.6** The Contractor shall continuously maintain the entire interior plantscape in such a way that it is fully compliant with all applicable codes and standards. Upon receipt of a copy of a notice of violation(s) issued by or to the County, the Contractor shall abate the sited violation(s) promptly, but no later than the "abate by" date noted in the notice. Upon completion of all work to abate violations, the Contractor shall notify the County in writing that all violations are abated. In the event that the Contractor requires additional time to abate a violation, the Contractor shall, within the time allowed by code, prepare an application for an extension of time in which to abate violation(s) and submit it to the County for approval and forwarding to the authority having jurisdiction

7.0 CONTRACTOR AND EMPLOYEES TO BE SATISFACTORY

- 7.1** The Contractor shall be experienced in interior landscape horticultural maintenance services of a similar nature and scope, and shall perform the services covered in these specifications without subcontracting any work.
- 7.2** By submitting a bid, the Contractor certifies that it meets the following requirements:
- 7.2.1** The Contractor has completed, within the past three (3) years, a minimum of three (3) projects of similar nature and scope to the services required in these specifications.
 - 7.2.2** The Contractor maintains a permanent place of business, with a minimum of five (5) years in business.
 - 7.2.3** The Contractor has access to all necessary equipment and has organizational capacity and technical competence necessary to perform the services properly and expeditiously.
 - 7.2.4** The Contractor has a documented safety program with a history of satisfactory past performance.
 - 7.2.5** The Contractor is licensed by the state of New Jersey to apply pesticides and insecticides approved for use indoors in the state of New Jersey.
 - 7.2.6** The Contractor has a record of providing satisfactory maintenance service in the past in accordance with contract documents, has diligently pursued execution of the work under other contracts, and has fulfilled the requirements of other contracts according to the established time schedules.
- 7.3** The Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, certified technicians, directly employed and supervised by the Contractor. The Contractor shall submit a resume for each and every technician assigned to work under this contract, along with certificates and other supporting documentation. Any and all employees performing work under this contract shall be satisfactory to the County. The Contractor and its employees shall be experienced and qualified in the horticultural service field, and shall be equipped with the necessary equipment required to accomplish the work.
- 7.4** The Contractor shall have in its employ a minimum of one (1) currently Certified Landscape Professional (interior) (CLP) as recognized by the Associated Landscape Contractors of America (ALCA).

- 7.5** The Contractor shall provide at least one person, present at all times during the execution of the work, who is thoroughly familiar with the type of materials being maintained and the proper equipment and methods required for their maintenance, to direct all work performed under this section. This person shall have a minimum of three (3) years experience in handling the specified materials, and in sizes specified, in installations of similar type and scope.
- 7.6** The Contractor shall have the Certified Landscape Professional present during the execution of the work at least fifty percent (50%) of the time.
- 7.7** No one, except authorized employees of the Contractor who have been pre-approved by the Somerset County Sheriff's Department, shall be admitted to any County facilities to work under this contract. Each and every employee of the Contractor shall wear an identification badge with photograph, issued by the Sheriff's Department, as well as a uniform displaying the Contractor's name.
- 7.8** Inasmuch as the plantscapes included in this contract are located in secure and/or sensitive government facilities, each and every employee of the Contractor will sign an Authorization to Release Records form (Exhibit A) and submit to fingerprinting and a background check by the Somerset County Sheriff's Department prior to being assigned under this contract. The Contractor shall not assign any employee who is not approved in advance. The Contractor's employees may be subject to search when entering or while working in County facilities.

8.0 EXTENT OF THE WORK

- 8.1** Horticultural Maintenance shall consist of a complete, regularly scheduled program for maintaining the health and appearance of all the installed plantings, both live and artificial. (An approximate inventory is included in Exhibit D. This inventory is included to assist the bidder in determining the scope and size of the project, but is not intended to be a complete and precise inventory.) These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of this contract.
- 8.2** Regular service procedures and functions shall include, but not be limited to:
- 8.2.1** Inspection of soil moisture levels and replenishment as required;
 - 8.2.2** Trimming and cleaning of all foliage and seasonal floral units, removal and proper disposal of diseased or unattractive plant debris from the plant or the soil surface, and addition of planting medium and/or topdressing to planting medium surface as needed;
 - 8.2.3** Inspections for planting medium and foliar insect pests, diseases, and other such infestations;
 - 8.2.4** Rotation of plants, as possible and as necessary relative to available light source in order to maintain attractive shape;
 - 8.2.5** Maintenance of proper growing medium nutrient levels through manual fertilizing or application;
 - 8.2.6** Maintenance of originally specified grade with specified planting medium when settling is measurable or observable;
 - 8.2.7** Cleaning and adjustment of artificial plants.

- 8.3** The implementation of control measures for pest and disease infestations shall be in strict compliance with all Federal, State and local regulations and pre-approved by the County. Biological controls are preferred but other applications may be considered, subject to pre-approval. A current pesticide applicator's or operator's license shall be required by all those implementing any control measures on site.
- 8.4** The Contractor shall establish and maintain an effective communication system with the County.
- 8.5** The County will make every effort to provide access to the premises during regular business hours and at other times as may be necessary, so that the Contractor can conduct both regularly scheduled horticultural services and any special services.
- 8.6** All equipment shall be properly maintained by the contractor. Should the equipment or materials cause damage to the premises, for any reason, it shall be the contractor's responsibility to correct, repair, or reimburse for such damage, to the satisfaction of the County, at the contractor's expense.
- 8.7** The County shall supply water and electricity; however, the contractor shall notify the County when he shall be requiring the use of such utilities required for the conduct of the work.
- 8.8** The contractor shall perform the services in such a manner to prevent any damage to existing building materials. Such protective measures shall be to the satisfaction of the County, but are the responsibility of the contractor.
- 8.8.1** Should damage occur, for whatever reason, the County will repair and/or replace the damaged property, at the County's discretion, and deduct the cost from the next payment due to the Contractor.
- 8.9** The contractor shall examine all lighting in the area and notify the County should there be any change in lighting that could adversely affect the health and maintenance of the plants. The contractor shall notify the County if certain species of plants are not performing well due to insufficient or extreme light conditions.
- 8.10** The contractor shall observe the plant characteristics for signs of deterioration due to improper temperatures. The contractor shall perform temperature tests during each of the seasons to determine the maximum and minimum temperatures in any given area during a 24-hour period. Based upon this information, certain plants may require watering more frequently than others
- 8.11** Watering: The contractor shall supply water to all plants based upon their needs. Each filling tube and sensor shall be visually checked to ensure there is sufficient water to keep the plants moist until the next scheduled visit. The CWI sensor shall be adjusted or replaced with a longer sensor if it is determined that the soil requires less water. Avoid splashing water on the foliage during watering. Avoid getting debris in the filler tube when watering.
- 8.12** Foliage Care and Pruning:
- 8.12.1** All foliage shall be examined and cleaned on a weekly basis. The contractor shall keep the foliage clean at all times.
- 8.12.2** All yellow or discolored leaves shall be removed from any plant during each scheduled visit.
- 8.12.3** If there is significant yellowing of leaves, the contractor shall provide the necessary examination to determine the cause of the yellowing and

perform the necessary maintenance to correct the problem and prevent further problems.

- 8.12.4** The contractor shall attempt to anticipate problems before they become evident and apply the necessary steps to prevent major foliage problems.
- 8.12.5** Any excess cleaning solution shall be removed from the foliage.
- 8.12.6** The contractor shall trim any leaf that exhibits tipburn as specified for that specific leaf type. The entire leaf should be removed if it will not cause disfigurement or other health problems to the plant.
- 8.12.7** The contractor shall use scissors that have been disinfected.
- 8.12.8** Plants that are exhibiting phototropism shall be turned as necessary to provide even growth and leaf distribution.
- 8.12.9** Leaf shine products shall not be used unless requested or approved by the County.
- 8.12.10** All trees and shrubs shall be pruned in accordance with good horticultural practice and as directed by the County.
- 8.12.11** Remove dead, injured twigs and broken branches and those sufficient to compensate for the loss of roots resulting from any transplanting operations.
- 8.12.12** Prune those branches that interfere with the desired shape of the plant.
- 8.12.13** Do not change natural habit or shape of plant.
- 8.12.14** Artificial plants shall be visually inspected during the regular live plant maintenance schedule for cleanliness, damaged material and misaligned plants.
- 8.12.15** The Contractor shall keep artificial plant leaves clean at all times, and at a minimum shall clean artificial plants on a quarterly basis (every three (3) months) using a damp cloth and artificial leaf cleaner specifically designed for use on silk materials.

8.13 Fertilizers:

- 8.13.1** The contractor shall supply either water soluble fertilizer or slow release pellets coated with plastic or sulfur to deliver the necessary nutrients required for each plant based upon its characteristics, including light and water levels.
- 8.13.2** The contractor shall test the soil no less than twice a year, and as required by conditions or at the County's request, to determine if there are any variations of fertilizers, soluble salts, or fluoride, within the soil.
- 8.13.3** The contractor shall notify the County of any variations in soil quality, fertility, pH, etc. Any deviations shall be adjusted by the contractor.
- 8.13.4** All fertilizers shall be applied as per the manufacturer's instructions.
- 8.13.5** The contractor shall provide MSDS sheets to the County for any fertilizer/solutions being used at the project.

8.14 Soil and Mulch Care:

- 8.14.1** The contractor shall check and add soil as needed to the top level of all plants, both live and artificial.
- 8.14.2** The contractor shall replenish any mulch as required to keep the proper levels.
- 8.14.3** The contractor shall ensure that all growing pots are covered either by soil or mulch.
- 8.14.4** The contractor shall remove any foreign debris from the planter areas and dispose of the debris accordingly.
- 8.14.5** The contractor shall notify the County if certain areas seem to be more compacted or disturbed due to other sources, such as passing pedestrians, spills, etc.

8.15 Pest and Disease Control:

- 8.15.1** The contractor shall inspect and monitor all plants and leaves on a weekly basis for signs of any insects or diseases.
- 8.15.2** The contractor shall use at least a 10X magnifying glass to look for eggs, larvae and adults on both sides of the foliage, in the axils, along the leaf petioles, and the stems.
- 8.15.3** Yellow sticky cards shall be installed among plants to attract any (certain types of) insects to evaluate their presence.
- 8.15.4** In the event that an insect, biotic, or abiotic disease problem is detected, the contractor will implement Integrated Pest Management (I.P.M.) techniques to control the pest and/or problem. The contractor shall notify the County prior to such methods.

8.16 Filling CWI Reservoirs

- 8.16.1** Remove the stopper, being careful not to get soil into the reservoir.
- 8.16.2** Fill reservoir with water halfway initially.
- 8.16.3** After the first week, check that the water level in the reservoir is lower than the original fill level and the topsoil appears dry.
- 8.16.4** Thereafter, fill reservoir completely every 2, 3, or 4 weeks, depending on the plant and its environment. Refill reservoir before it is empty. Always use clean water when filling.
- 8.16.5** Moisten stopper and replace with a firm downward twist. Stopper must provide an airtight seal for system to function properly.
- 8.16.6** Do not check water level more frequently than necessary as removing the stopper breaks the internal vacuum and disrupts the system.
- 8.16.7** Do not put any systemic pesticides into the reservoir.

8.17 Cleanup

8.17.1 During and after all work done under this contract, remove all trash, excess materials, and other debris. Clean all floors and other surfaces from any planting medium or dirt that accumulated during the work. Any damage, including but not limited to stains, scratches, or damage to flooring, walls, or other finished surfaces shall be promptly corrected at no cost to the County in a manner acceptable to the County.

9.0 Plant Replacement

9.1 At no cost to the County, the contractor shall replace any plant or plants, including rotating seasonal floral plants, which deteriorate in health and appearance so as to become a lesser specification and/or grade, within reason, from that which was originally installed. Either the contractor or the County may make the decision to replace. However, on request from the County, the contractor shall perform any such replacements.

9.2 All plant replacement shall be made with the same species, size, and grade plants as were listed in the original specifications or with another plant of comparable value, which has been pre-approved by the County.

9.3 At the County's expense, the contractor shall replace any plant or plants which deteriorate in health and appearance under the following conditions:

9.3.1 Maintenance or other well-meaning care of plant materials by anyone other than the contractor.

9.3.2 Significant building HVAC equipment failure or lighting systems failure to the extent that the failure seriously affects the growing conditions of the plants. Temperatures must drop below 50 degrees for a period of at least two hours.

9.3.3 Fire, theft, vandalism, flood, freezing, explosion, acts of terrorism, or act of God.

9.3.4 Moving or handling of any plant by others without contractor's prior consent.

9.3.5 Compaction caused by machinery or foot traffic.

9.3.6 Significant change of lighting levels or significant alteration of the lighting schedule at the project site from those levels that existed at the time of the original bid for the maintenance contract. Burned out light bulbs are not considered a significant light level change, however, it shall be the contractor's responsibility to notify the County if any have burned out.

9.3.7 Significant adjustments to the humidity or temperature levels from the levels that existed at the time of the original bid for the maintenance contract. Temperatures must drop below 50 degrees for a period of at least two hours.

9.3.8 Accidental or malicious damage to plants, containers, or related interior landscape materials by County's employees, cleaning or other personnel associated with the building, or by the general public.

- 9.3.9** Introduction of any liquids into the planting medium, such as cleaning chemicals, alcohol, waste water from equipment cleaning, or the use of toxic gases such as strong ammonia from floor cleaning and stripping or use of paint containing mercury or naphthane in the area.
- 9.3.10** Plant materials not installed by the contractor.
- 9.3.11** Any problem or situation noted above must be immediately brought to the County's attention and put into writing by the contractor with proper documentation and facts. It is the contractor's responsibility to observe any changes or fluctuations in growing conditions that may be detrimental to plant health.

10.0 Products

- 10.1** Planting Medium within the CWS planter liners and CWI containers shall be a sterilized, soilless growing media. Its formulation shall be: 50%Canadian sphagnum peat; 35% fir bark; 15% sand.
- 10.2** The contractor shall provide all fittings and accessories necessary for the proper functioning of the CWI containers and CWS planter liners, as recommended by the manufacturer.
- 10.3** Live plant materials shall meet the following standards and requirements:
 - 10.3.1** Each specimen shall be nursery grown.
 - 10.3.2** Specimens shall be true to names and sizes and shall conform to the following standards.
 - 10.3.3** Nomenclature: Guide to Interior Landscape Specifications, 5th ed., Associated Landscape Contractors of America 2003 "(ALCA Guide)" Names of plants required under this contract shall conform to those given in " The Guide to Interior Landscape Specifications, 5th ed." Names of varieties not included therein shall conform with names given in the current edition of "standardized Plant Names" prepared by the American Joint Committee on Horticultural Nomenclature or those name generally accepted in the nursery trade.
 - 10.3.4** Sizes: Guide to Interior Landscape Specifications, 5th ed., Associated Landscape Contractors of America 2003 (ALCA Guide).
 - 10.3.5** Cultural Requirements: Guidelines to Foliage Plant Specifications for Interior Use, Florida Foliage Association, 1978.
 - 10.3.6** Quality Standards: All specimens shall be Florida Fancy or Florida No. 1 as per Grades and Standards for Nursery Plants, Parts I and II, Florida Department of Agriculture and Consumer Services., 1975.
 - 10.3.7** All plants provided under this Agreement shall have been established in their present growing containers for at least six (6) months prior to installation.
 - 10.3.8** No plants provided under this Agreement shall be accepted that require permanent staking in order to maintain an upright position.

- 10.3.9** Plants shall have well-developed root systems, and on inspection shall be found to be free of pests and/or disease. The roots shall be well distributed throughout the container such that they visibly extend on all sides to the inside face of the growing container. Conversely, the root formation within the container shall not have developed to the point where it becomes excessive (i.e. "pot-bound" and prohibits water from permeating to the fine water-absorbing root hairs. All plants larger than the 10-inch pot size provided under this agreement shall have been established in their present growing containers for at least six months prior to installation.
- 10.3.10** The contractor shall provide plants, unless specified otherwise, of quality and size equal to or surpassing Foliage No. 1 grade as described in the "Interior Plant Specifications" section of the ALCA Guide.
- 10.3.11** The Contractor shall prepare all plants for existence within the project premises by acclimatizing them to lower light, moisture, humidity, and fertilization levels in conformance with accepted industry standards and as recommended in the "Plant Schedule Section" of this specification or the ALCA Guide.
- 10.3.12** Plants shall be free from disease and pest infestation that could, by their presence, induce or contribute to the decline of the plant. Plants shall be of a normal growth habit for the species; however, naturalistic forms of plant materials are preferred to highly pruned and shaped forms.
- 10.3.13** Plants' root systems shall afford firm support and insure physical stability of the plant parts above the planting medium. The root system shall maintain life systems required to produce vigorous, healthy growth. If a larger grower container is required than what was specified as the minimum in the "Schedule of Plant Types," it shall be the Contractor's responsibility to select and provide the appropriate container size.
- 10.3.14** Trunks: Trunks of trees shall have a shape normal to their species, and all old abrasions and cuts shall be completely callused over. Trees that have had their leaders cut or so damaged that cutting is necessary will be unacceptable.
- 10.3.15** Foliage must be present in such quantity as may be required to produce an appearance representative of the species.
- 10.3.16** Plant materials must be reasonably free of conspicuous scarring evidence. Scars, conspicuous or not, must be substantially healed, providing no point of entry for deleterious pathogens or boring insects. There must be no splitting of canes or branching points.
- 10.3.17** Dead wood and all stubs resulting from pruning must be removed.
- 10.3.18** Plants shall be pruned according to the County's direction and in accordance with standard horticultural practice to preserve the natural character of the plant. Only clean, sharp tools shall be used. No trees shall have cuts of limbs over one and one-half (1½) inch in diameter.
- 10.3.19** Each plant shall have been transplanted or had its roots pruned at least once during the previous three years.

- 10.3.20** Plants must be free of any chlorosis, yellowing, or poor chlorophyll formation and be turgid and substantially erect as well as substantially free of blemishes resulting from technical, chemical, pathological, or pest-induced damage.
- 10.3.21** Plant materials must be reasonably free of dust, pesticide, and water-borne residues. This shall include products specifically formulated as leaf polish. Combination foliage cleansers and polishes are acceptable.
- 10.3.22** Specimen plant materials shall be labeled with a durable, legible label stating the correct plant name and size in weather-resistant ink or embossed process. Attach labels securely to all specimens delivered, being careful that labels attached directly to plants will not restrict growth.
- 10.3.23** All specimens shall show individual certificates of inspection by the agricultural department of the state of origin.

10.4 Artificial Plant Materials

- 10.4.1** Specimens shall be true to names and sizes and shall conform to the following standards.
- 10.4.2** Artificial plants shall have leaves made of silk and appear true to the plant they are representing.
- 10.4.3** Artificial trees shall use real tree bark with silk leaves.
- 10.4.4** The artificial plants shall appear full from all sides.
- 10.4.5** All trees shall be straight.
- 10.4.6** The sizing of artificial plants shall follow the guidelines for live plant material.

11.0 Accessory Materials

- 11.1** Anti-desiccant shall be an organic polymer consisting entirely of carbon and hydrogen, nontoxic to mammals, with an LD50, delivered in manufacturer's containers and used according to manufacturer's instructions. Apply during shipment and as required.
- 11.2** Stopper: The rubber plug that seals the fill hole on all container irrigation systems. Part shall be of natural rubber and supplied by Planter Technology, or approved equal. (Part number varies by type of planter used.)
- 11.3** Grommet: Small rubber grommet secures the sensor to the planter wall. Model number GRP as manufactured by Planter Technology or approved equal.
- 11.4** Inlet Disk: Porous disk that restrict the flow of water from the reservoir into the planting area. Disks shall be 1" white porous material as manufactured by Planter Technology (Model # IDP-SS), or approved equal.
- 11.5** Retainer Ring: Washer used to hold the inlet disk in place. Shall be manufactured of 1" black rubber by Planter Technology (Model # RRP) or approved equal.
- 11.6** Root confuser disk: Plastic disk (Model # RCDP) to prevent roots from growing into irrigation reservoirs.

- 11.7** Mulch: Shall be pine bark and shall pass all applicable codes with regard to fire retardancy.
- 11.8** All materials and hardware to be supplied by the Contractor, not specifically described herein, shall be of suitable construction, composition, and quality to achieve their intended function within the interior landscape.

12.0 Plant Rotations

- 12.1** Certain areas have been designated as rotational to provide more color and variety to the plantscape. An eight (8) week interval program with six (6) rotational replacements per year shall be provided.
- 12.2** The contractor shall supply plants that provide varied colored foliage and constant flowering within the designated areas. Plants that will not provide a flowering time to last the 8-week interval and will fade prior to the next rotation shall not be used, unless authorized by the County.
- 12.3** Pot sizes of the plants shall not exceed six (6") inches unless authorized by the County.
- 12.4** All rotational plants shall be in accordance with standards used in the industry. The cost of the rotational plants to be used shall be included in the lump sum price of the annual contract.

13.0 SITE VISITS

Prospective bidders may arrange to examine the existing conditions by calling the Facilities & Services office at 908-231-7001 to schedule an appointment.

EXHIBIT A



Frank J. Provenzano
SHERIFF
908-231-7140

Somerset County Sheriff's Office

P.O. Box 3000 • Somerville, New Jersey 08876-1262

www.somcosheriff.org

- BUREAU OF CRIMINAL IDENTIFICATION -

Phone: 908-231-7137

Fax: 908-704-0671



Robert McCarthy
DIRECTOR
908-231-7136

Bureau of Criminal Identification Applicant

A copy of your *driver's license* and *social security card* will be made upon completion of this form.
(Una copia de su *licencia* I carta de *seguro social* se va a ser cuando termina la forma).

Today's Date: _____ Home Phone: (____) _____ - _____
(Fecha) (teléfono de casa)

Name: _____ Cell Phone: (____) _____ - _____
(Su nombre) (teléfono celular)

Address: _____
(Donde Vive)

Birth Place: _____ D.O.B.: _____
(Lugar de nacimiento) (Fecha de nacimiento)

Social Security #: _____ - _____ - _____ Driver's License #: _____
(Numero de seguro) (Numero de su licencia)

Position Applied For: _____ Name of Company Applying with: _____
(Que tipo de trabajo estas aplicando) (El nombre de la comania que estas aplicando)

Sex: _____ Race: _____ Height: _____ Weight: _____ Hair Color: _____ Eye Color: _____
(sexo) (raza) (altura) (peso) (color de pelo) (color de ojos)

Marital Status: _____ County Contact: _____
(Casado, Soltero, Divorciado) (Contacto con el condado)

Current Employer/Address: _____
(El Nombre y Direccion dela compania de la compania que estas travajandro ahora)

Occupation: _____ (Applying for) Cty Employment: ___ Contractor: ___ Intern: ___ Vol: ___
(Ocupacion)

SBI: _____ FBI: _____ NCIC: _____ ATS: _____ ACS: _____ P/P: _____ PROM/GRV: _____

CO CORR: _____ BCI: _____ Megan's Law: _____ APPROVED BY: _____

*DMV Abstract (Police Only): _____ *DV: _____ *JUV: _____ *Firearms: _____
(*Law Enforcement Only)

Arrests/Convictions: _____ BCI OFFICER: _____

Revised 01-19-2018

Authorization for Background Check

(Name) (Date of Birth)

(Address) (City) (State) (Zip Code)

(_____) _____
(Telephone Number) (Social Security Number)

By my signature below, I hereby authorize any representative of the Somerset County Sheriff's Office, access and release of all Federal, State, and Local records pertaining to my Criminal History. I also agree to a Motor Vehicle Records Check (**Police applicants only**) and submittal to being fingerprinted and photographed by the Bureau of Criminal Identification.

I understand that the information released is for official use by the Somerset County Sheriff's Office only, to determine my suitability to work within the confines of the Somerset County Complex and any other buildings or properties owned or run by the county of Somerset.

I hereby release you, your organization, and all others from liability or damages that may result from furnishing the information requested, including any liability or damage pursuant to any state or federal laws.

I understand my rights under title 5, United States Code, Section 552a, the Privacy Act of 1974, with regard to access and to disclosure of records, and I waive those rights with the understanding that information furnished will be used in accordance with the Somerset County Sheriff's Office procedures.

You must present two forms of personal identification from the list below. One form must have your photograph on the identification. Approved identifications are:

- Your Driver's License
- Your Social Security Card
- Your Birth Certificate
- Your Passport

Signature: _____ Date: _____

EXHIBIT B

HOLD HARMLESS AGREEMENT

Notice Regarding Hold Harmless Agreement

From time to time, some contractors find it necessary to borrow certain equipment from F&S (such as a ladder, scissor-lift, hand tool, etc.) in order to expedite the completion of a job. F&S is willing to oblige, but is not permitted to do so unless a *Hold Harmless Agreement* has been executed with Somerset County in advance.

Attached is a copy of the *Hold Harmless Agreement* for your review and use. You may complete it, if you choose to do so, and return it to the Somerset County Facilities & Services Division, P.O. Box 3000, Somerville, NJ 08876. A copy of the executed *Agreement* will be returned to you after being acted upon by the Somerset County Board of Freeholders. Should you have any questions, please contact the F&S Office Manager at 908-231-7001.

Revised 1/15

HOLD HARMLESS AGREEMENT

AGREEMENT, made this _____ day of _____, 2018, by and between the COUNTY OF SOMERSET, whose address is Administration Building, 20 Grove Street, P.O. Box 3000, Somerville, New Jersey 08876 (hereinafter referred to as “County”), and _____, whose address is _____ (hereinafter referred to as “Contractor”).

WHEREAS the Contractor is desirous of using certain equipment and/or machinery as more particularly described on the attached Schedule “A”, which equipment and/or machinery is owned by the County; and

WHEREAS the County is desirous of granting its permission for the Contractor to use its equipment and/or machinery on the basis agreed to by the parties so long as the Contractor agrees to hold the County harmless from any injury or property damages sustained or caused by or during the use of the equipment and/or machinery by the Contractor to any person or property and so long as the Contractor agrees to provide insurance coverage listing the County as an additional insured on its liability insurance policy;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees to permit the Contractor to use that certain equipment and/or machinery as more particularly described on the attached Schedule “A” under the terms and conditions agreed to by the Contractor.
2. The Contractor agrees to hold the County harmless from any and all claims for personal injury or property damage caused by the use of the equipment and/or machinery by the Contractor, including any claims of the Contractor’s agents, employees, invitees, or assigns, as well as any other person or property that is damaged during the use of or as a result of the use of the equipment and/or machinery.
3. This indemnity shall include any and all costs incurred by the County including, but not limited to, legal fees.
4. Additionally, the Contractor agrees to provide proof of liability insurance coverage in a minimum amount of \$250,000.00 per single occurrence and \$500,000.00 per incident, which policy shall be in full force and effect.
5. This agreement shall extend until terminated, in writing, by either party.

WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first above written.

COUNTY OF SOMERSET:

Kathryn A. Quick
Deputy Clerk

Patrick Scaglione
Freeholder Director

CONTRACTOR:

Date:

(Revised 1/15)

SCHEDULE A

1. Step Ladders
2. Extension Ladders
3. Fork Lift
4. Scissor Lift
5. Scaffolding
6. Electrical Extension Cords
7. Vacuums
8. Bucket Truck
9. _____
10. _____

All items based on availability.

EXHIBIT C

COUNTY HOLIDAYS 2018-2019

The Somerset County Administrator has approved the following schedule of holidays for the remainder of 2018:

2018 Holiday Calendar

Election Day	Tuesday November 6
Veteran's Day	Monday November 12
Thanksgiving	Thursday November 22
Thanksgiving Friday	Friday November 23
Christmas Eve Day	Monday December 24
Christmas Day	Tuesday December 25

The Somerset County Administrator has approved the following schedule of holidays for 2019:

2019 Holiday Calendar

New Year's Day	Tuesday January 1
Martin Luther King's Birthday	Monday January 21
President's Day	Monday February 18
Good Friday	Friday April 19
Memorial Day	Monday May 27
Independence Day	Thursday July 4
Labor Day	Monday September 2
Columbus Day	Monday October 14
Election Day	Tuesday November 5
Veteran's Day	Monday November 11
Thanksgiving Day	Thursday November 28
Thanksgiving Friday	Friday November 29
Christmas Eve	Tuesday December 24
Christmas Day	Wednesday December 25

EXHIBIT D

Plant Inventory

(Note: See attached Schedule A for locations of planters)

20 Grove Street

<u>Planter 1</u>	Live Flowering Bromeliads	6
	Live Snake Plants	2
	Live Liriope	5
	Silk Spathiphyllum	5
	Live 17" Bamboo	1
<u>Planter 2</u>	Live Bamboo Palm	1
	Live 8" Pothos	6
<u>Planter 3</u>	Live Ficus Tree	1
	Silk Ivy	12
	Silk Aglaonema	6
<u>Planter 4</u>	Live Flowering Bromeliads	18
	Live Dracaena Marginata	
	Tricolor	2
	Live Variegated Ivy	10
	Silk Aglaonemas	8
<u>Planters 5 & 6</u>	Live Cycads	2
	Live Liriope	10
	Live Flowering Bromeliads	26
	Live Snake Plants	2
	Live Aspidistra	2
	Live Dracaena Tricolor	2
	Silk Aglaonemas	8
	Silk Ivy	16
<u>Planter 7</u>	Live Ivy	12
	Live Flowering Bromeliads	10
	Live Spathiphyllum	10
	Silk Janet Craigs	6
<u>Planter 8</u>	Silk Ilex	12
<u>(Exterior)</u>	Live Juniper	13
<u>Planter 9</u>	Live 10" Philodendron Selloum	3
<u>Lower Level</u>	Live Aspidistra 10"	8
	Live Flowering Bromeliads	21
	Live Snake Plants	4

	Live Kentia Palm	1
	Live Variegated Pleomele	8
	Live Ivy	18
	Silk 10" Tai Plants	15
<u>Planter 10</u> <u>2nd Floor Stair Rail</u>	Baltic Ivy	31
<u>Planter 11</u> <u>2nd Floor Window Rail</u>	Baltic Ivy	25
<u>Planter 12</u> <u>3rd Floor Stair Rail</u>	Baltic Ivy	31
<u>Planter 13</u> <u>3rd Floor Window Rail</u>	Baltic Ivy	25

40 N. Bridge St.

<u>Planter 1</u>	Live 8" Aglaonemas	5
	Live 10" Spathiphyllum	3
	Silk Large Warneckeii Cane	1
<u>Planter 2</u>	Live 8" Aglaonemas	5
	Live 10" Spathiphyllum	3
	Silk Large Warneckeii Cane	1
<u>Planter 3</u>	Live 10" Spathiphyllum	4
	Silk Aglaonemas	7
	Live Flowering Bromeliads	5
	Silk Large Exotic Marginata	1
<u>Planter 4 & Planter on</u> <u>opposite side of door</u> <u>to rear entrance</u>	Live Areca Palms	2
	Silk Exotic Marginata	2
	Live Liriope	16
	Silk Tai Plants	6
	Silk Aglaonemas	2
	Live Pothos	8
	Silk Tall Warneckeii	1
<u>Planter 5</u>	Live Snake Plants	3
	Live Flowering Bromeliads	6
<u>Planter 6</u>	Live Snake Plants	3
	Live Flowering Bromeliads	6

EXHIBIT D – Schedule A

Floor plans indicating planter locations.

**COUNTY OF SOMERSET
BID DOCUMENT CHECKLIST**

**Required
With
Bid**

**Read, Signed
& Submitted
Bidder's Initial**

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID

- Stockholder Disclosure Certification _____
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) _____
- Required Evidence EEO/Affirmative Action Regulations Questionnaire _____
- Non-Collusion Affidavit _____
- Bid Guarantee (bid bond or certified/cashier's check) _____
(with Power of Attorney for full amount of Bid Bond)
- Consent of Surety (Certificate from Surety company) _____
- Surety Disclosure Statement and Certification _____
- Performance Bond _____
- Labor and Material (Payment) Bond _____
- Maintenance Bond _____
- Disclosure of Investment Activities in Iran- Submit with bid response _____

B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED

- Business Registration Certificate – Bidder – Prefer with Bid Response. Required by Law prior to award of contract _____
- Business Registration Certificate – Designated Subcontractor(s) – Prefer with Bid Response. Required by Law prior to award of contract _____
- Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid) _____
- License(s) or Certification(s) Required by the Specifications _____

C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION

- Three (3) references for similar projects _____
- Authorization for Background Check _____
- Catalog/Price List _____
- Product Samples _____
- Certification of Available Equipment _____
- Other: CD or USB flash drive with PDF of Bid Response along w/Printed Copies (ref page 1) CD and/or USB flash drive must be labeled with the bidder's name _____
- Other: _____

D. READ ONLY

Americans With Disability Act of 1990 Language _____

E. OPTIONAL ITEM(S)

- County Cooperative Contract Option _____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

**COUNTY OF SOMERSET
BID PROPOSAL FORM/SIGNATURE PAGE**

**TO THE COUNTY OF SOMERSET
 BOARD OF CHOSEN FREEHOLDERS:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

<u>Interior Plantscape Maintenance :</u>			
Location	Year	Per Month	Per Year
40 North Bridge St., Somerville, NJ 1st Floor Lobby	1	\$ _____	\$ _____
	2	\$ _____	\$ _____
	3	\$ _____	\$ _____
Administration Building, 20 Grove St., Somerville, NJ Atrium at the Lower Level, 1st, 2nd & 3rd Floors; Exterior Planter at the 1st Floor	1	\$ _____	\$ _____
	2	\$ _____	\$ _____
	3	\$ _____	\$ _____
	Total for 3 Years	\$ _____	\$ _____

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

Principal office at _____

 Company

 Federal I.D. # or Social Security #

 Address

 Signature of Authorized Agent

 Type or Print Name

 Title of Authorized Agent

 Date

 Telephone Number

 Email Address

 Fax Number

COUNTY OF SOMERSET
OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____ | |

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

- I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

**COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____

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 above named project, and that I executed the said proposal with full authority so to do; 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 County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(N.J.S.A. 52:34-15)

Subscribed and sworn to

Before me this _____ day

Of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

EXHIBIT A
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photo static copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photo static copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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 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.

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 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

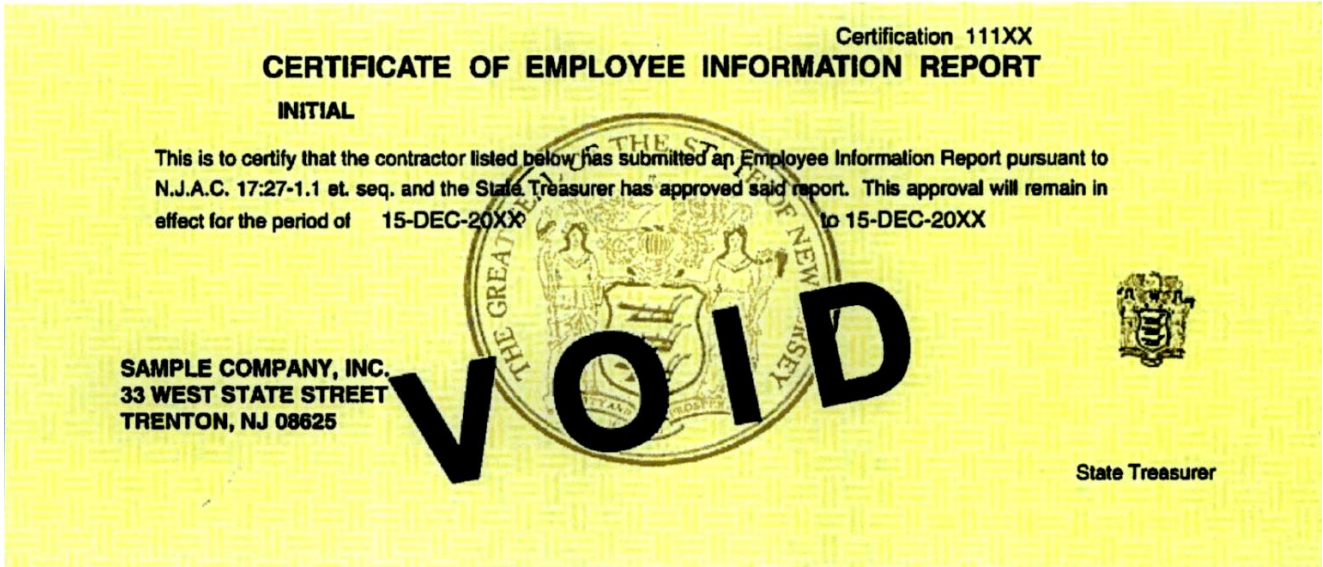
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at ww.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



COUNTY OF SOMERSET

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

The Contractor and the 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.

COUNTY OF SOMERSET

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**
TRADE NAME: **CLIENT REGISTRATION**
TAXPAYER IDENTIFICATION#: **970-097-382/500**
SEQUENCE NUMBER: **0107330**
ADDRESS: **847 ROEBLING AVE**
TRENTON NJ 08611
ISSUANCE DATE: **07/14/04**
EFFECTIVE DATE: **01/01/01**
FORM-BRC(08-01)

John S. Tully
Acting Director

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



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

COUNTY OF SOMERSET

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID/RFP/Solicitation Number: _____

Bidder/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 the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the 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 may render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of the 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 the 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 representative 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 below, 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 the 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 Somerset County 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 County to notify the County 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 Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED