

Town of Guttenberg
Hudson County, N.J.
Notice for R.F.Q. and R.F.P.
(Request for Qualifications)
(Request for Proposals)

Request for Qualifications/ Requests for Proposals will be received by the **Town Clerk** of the Town of Guttenberg, in the County of Hudson, New Jersey, at the **Town Clerk's Office** in the Municipal Building, 6808 Park Avenue, Guttenberg, N.J. from **Friday, February 13, 2015 till Wednesday, March 04, 2015, 11:00 a.m. prevailing time** for the following title(s), in accordance with the Request for Qualifications/Request for Proposals now on file in the office of the Town Clerk, Municipal Building, 6808 Park Avenue, Guttenberg N.J., where same may be obtained during office hours from 9:00 a.m. to 3:00 p.m.

All necessary documents can be downloaded from the official Guttenberg website, www.guttenbergnj.org

Request for Proposal:

Landscaping Services – Waterfront Park

All RFQs /RFPs shall be submitted in sealed envelopes addressed to the Town Clerk of the Town of Guttenberg, the envelope shall have marked conspicuously on its face on the top right-hand side in letters not less than one inch the word **“Request for Qualifications”** or **“Request for Proposals”** followed immediately below those words in letters not less than one half inch high: **“Request for Qualification/ Requests for Proposal of (insert whichever title you are submitting a response)”** and underneath that **“To be received on or before Wednesday, March 04, 2015.”** and underneath that the time **(“11:00 a.m.”)** **Qualification Statements will not be accepted by facsimile transmission or e-mail.**

If RFQs / RFPs are to be accepted by mail or courier, the RFQs / RFPs must be placed in an outer envelope, which on the top right-hand side shall clearly designate in the same manner as set forth above, the same size and information. The inner envelope shall have specifically placed in the center the same information as set forth above and on the bottom left-hand side the name and address of the Respondent.

The burden is upon the Respondent to comply specifically with the directions in this “Notice for Request for Qualifications”/ “Request for Proposals”. The Respondents are put on notice that because of precautions resulting from terrorist’s threats; packages may be opened if directed to the wrong office of the Town.

Any RFQ / RFP not delivered in the manner as set forth in this “Notice for Request for Qualifications”/“Requests for Proposals” shall be declared void.

Qualification Statements are being solicited through a fair and open process in accordance with

N.J.S.A. 19:44A-20.5 et seq. Responders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and all other requirements set forth in the Request for Qualifications/ Requests for Proposals.

A Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual and concise in their presentation of information.

Respondents must submit an original and two (2) copies use white 8 1/2 x 11 paper. Please also deliver one (1) copy to the office of Charles P. Daglian, attorney for the Town of Guttenberg at 34 Jones Street, Jersey City, New Jersey 07306. Qualification Statement to the designated contact person or designee:

Alberto Cabrera, Town Clerk
Guttenberg Municipal Building
6808 Park Avenue (Clerk's Office)
Guttenberg, NJ 07093

The Town of Guttenberg reserves the right to waive informalities in Requests for Qualification/Requests for Proposal and to reject any and all Requests for Qualification/Requests for Proposal, if deemed in the best interest of the Town so to do.

By Orders of Mayor & Council of the Town of Guttenberg

Alberto Cabrera, RMC
Town Clerk

PUBLIC NOTICE
REQUEST FOR PROPOSALS

Waterfront Park

THE TOWN OF GUTTENBERG IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY is requesting proposals for the providing of landscaping services to the Town of Guttenberg/Township of North Bergen Waterfront Park from March 1, 2015 to February 28, 2016. Copies of the documents setting forth the scope of services, contract terms and conditions, proposal requirements, criteria for evaluation of proposals, and proposal submission requirements may be obtained from the Municipal Clerk of the Town of Guttenberg by telephoning the Clerk at 201-868-2315, extension 100 or by visiting his offices at 6808 Park Avenue, Guttenberg, New Jersey, Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. Proposals will be accepted up to 11:00 a.m. (prevailing time) on Wednesday, March 4, 2015.

Alberto Cabrera
Town Clerk

REQUEST FOR PROPOSALS

THE TOWN OF GUTTENBERG is accepting Proposals from providers of landscaping services to furnish landscaping services to the Town of Guttenberg/Township of North Bergen Waterfront Park with all the necessary labor and equipment for a period from March 1, 2015 to February 28, 2016. The approved vendor must provide the following:

SCOPE OF WORK

The work to be performed under this Contract shall include the landscaping for the River Road Park located at 7100 River Road, which is jointly owned by the Town of Guttenberg and the Township of North Bergen.

The Contractor shall furnish all materials, equipment, transportation and labor necessary therefore and incidental thereto to complete the work.

RIVER ROAD PARK, SIDEWALKS SURROUNDING SAME, ALL CONCRETE WALKWAYS AND AMPHITHEATER WITHIN SAME TRIANGLE AREA, SIDEWALKS AND GRASS AREAS ADJACENT TO STREET

TECHNICAL SPECIFICATION

LAWN SERVICE AND CHEMICAL FERTILIZATION FOR THE TOWN OF GUTTENBERG

MARCH 02, 2015 TO DECEMBER 01, 2015

AREAS TO BE MAINTAINED FOR THE 2015 SEASON ARE AS FOLLOWS:

1) WATERFRONT PARK (7100 - RIVER ROAD)

- A) Remove and weed kill all weeds along River Road Side Walk, Rear Walk Path, all pavers as around Parking Lot Perimeter.
- B) Cut all lawn areas weekly within the perimeter of park.
- C) All brush and weeds to be cut and weed controlled along East Rock Section along River.

- D) Prune all bushes and hedges in Park at beginning of April, June, August and October of each month.
- E) Remove and weed control all weeds from all Planter Area's through out 2015.
- F) Seed entire Park Area April and September 2015.
- G) Remove and replace all plants and shrubs located in all Park Plant Beds that die through out April to October 2015.
- H) April and September - clean and remove all weeds, debri and woodchip. Top soil where needed to all plant beds shall be added. Woodchip / mulch and quantity that is as equal to original specifications shall be supplied and installed in all plant, tree & shrub bed areas of Park.

All lawn, tree and Shrub Planter Area's must have all weeds and Crab Grass removed and a Pre-emergent weed control (Treflan) and (Tupersan) shall be applied any time between the week of March 23, 2015 and to be completed by April 13th, 2015. A second application shall be applied between the weeks of May 1, 2015 to be completed by June 01, 2015. All lawn, tree and Shrub Planter areas shall be weed and crab grass controlled and removed weekly through out 2015.

WATERFRONT PARK TO BE SERVICED IN THE FOLLOWING MATTER:

1. SPRING START UP TO CONSIST OF:

- A) Thatching of all lawn area.
- B) Removal of all thatching, leaves, branches and debris off site.
- C) Granulated lime at a rate of 50 pounds per thousand (1,000) square feet.
- D) Terre Super Spur at a rate of 5 pounds per 1,000 square feet.
- E) Terre Jersey 6 way needs mixture at a rate of 5 pounds per 1,000 square feet and reseeding throughout all season to maintain flourishing lawn.
- G) Trimec to be applied to all weeds in lawn area through out the entire season as needed.

2. MAY - Eight weeks following spring clean up a fertilaization application of Terre Weed & Feed at a rate of 4 pounds per 1,000 square feet.

3. JUNE - An application of dylox insecticide to all lawn areas at a rate of 35 pounds per 10,000 square feet of lawn area.

4. JULY - Six to eight weeks following previous fertilization application, apply Terre Super Lawn Spur at a rate of 5 pounds per 1,000 square feet. Turf Fungicide to be applied as a preventative to all lawn area as needed.

5. AUGUST - Second application of dylox and insecticide to be applied at a rate of 5 pounds per 10,000 square feet.

6. OCTOBER - Terre Super Lawn Spur to be applied the beginning of the month at a rate of 5 pounds per 1,000 square feet.

7. NOVEMBER - Final fertilization to be winter spur at a rate of 4 pounds per 1,000 square feet.

8. APRIL 01, 2015 - spring start up of irrigation systems for Water Front Park listed below.

- A) All repairs for the initial start up must be approved by the supervisor or head of the department before corrections are made. A separate bill shall be submitted under the bided contract for those repairs.
- B) The Supervisor or Head of Department may call the contractor during the length of the 2015 contract for irrigation repairs. The repairs must be made within three days upon notified of the repair. All repairs must be approved by the Supervisor or Head of the department before corrections are made. A separate bill shall be submitted under the bided contractor for those repairs.
- C) If the Contractor fails to provide a sufficient and adequate Irrigation Service, the Township has the right to provide an irrigation service at the cost of the contractor.

9. OCTOBER 2015 - Winterize Irrigation System for entire Park.

- A) Entire Irrigation System shall be winterized within the first two weeks of October 16, 2015.

WEEKLY LAWN MAINTENANCE TO BEGIN MARCH 16TH, 2015 ENDING DECEMBER 1ST, 2015 INCLUDING THE FOLLOWING:

- A) Mowing of all lawn areas to be done at weekly intervals to maintain at a height of 2 and half to 3 inches high.
- B) Maintain proper height of lawn area along all areas of park.
- C) Trim bushes & hedges at sites listed April, June, August & October through out the season.
- D) Removal of all papers and debris from fields as needed through out the season.
- E) All grass clipping and maintenance debris to be removed off site through out the season.
- F) During Spring to Fall Clean Up, all leaves, twigs and debris to be removed from sites maintained through out season.

COST

Payments for landscaping services will be based upon the contract. Said cost shall include all cost of the equipment plus all labor utilized by the Contractor for landscaping with the use of the equipment.

INSURANCE

The successful bidder shall provide insurance as follows:

- A. The Contractor shall not commence work under the Contract or under any special conditions until he has provided verification that he has obtained all insurance as

required under the following sub-paragraphs and until such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work until all similar insurance has been obtained by the subcontractor and approved by the Town of Guttenberg and Township of North Bergen.

- B. The Contractor shall take out and maintain during the life of the Contract Workmen's Compensation Insurance for all his employees working in the Town and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. If a subcontractor is not protected under the Workmen's Compensation Statutes, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance with a private company in an amount equivalent to that required by the Workmen's Compensation Statute for the protection of employees not otherwise protected.
- C. The Contractor shall obtain and keep in force during the term of the Contract, public liability and property damage insurance from insurance companies and in a form approved by the Town of Guttenberg and Township of North Bergen. Said Insurance shall provide coverage to the Contractor, subcontractors performing work provided by this Contractor, and the Town. The Town of Guttenberg, The Township of North Bergen, its officers, and agents shall be named as additional insured on said policy, insofar as the work and obligations performed under the Contract are concerned. The coverage, so provided, shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Town of Guttenberg, The Township of North Bergen, the Contractor, any subcontractor or by anyone directly employed by either of them.

The minimum policy limits of such insurance shall be as follows:

- A. Bodily injury liability coverage with limits of not less than \$500,000 for bodily injury, including accidental death, to any one person, and subject to that limit for each person, in an amount not less than \$1,000,000 for each accident; and property damage coverage in an amount of not less than \$500,000 for each accident.
- B. A copy of the insurance policy, together with a copy of the endorsement naming the Town of Guttenberg, The Township of North Bergen, its officers, agents, servants and employees as their interest may appear as an additional insured, shall be provided by the Town within a reasonable time after receiving notice of award of Contract and before commencing any work.
- C. The Contractor agrees to save the Town of Guttenberg, the Township of North Bergen, its officers, agents, servants, and employees, as their interest may appear, harmless from any and all loss or damage occasioned to it or to any third person

or property by reason of any carelessness or negligence on the part of the Town, the Township, the Contractor, subcontractor, agents and employees in the performance of the Contract and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the Town of Guttenberg, the ownership of North Bergen, its officers, agents, servants and employees, as their interest may appear, by the third person alleging injury by reasons of such carelessness or negligence and will pay any judgment which may be obtained against the Town of Guttenberg, the Township of North Bergen, its officers, agents, servants, and employees as their interest may appear in such suit. The Contractor shall furnish the insurance required.

Automobile equipment and Truck insurance covering vehicles owned and/or operated by the Contractor, vehicles operated for the Contractor, and vehicles owned and/or operated by subcontractors including those of employees when so operated shall be provided as follows:

- A. One person in any one accident, amount of Five Hundred Thousand Dollars (\$500,000).
- B. Two or more persons in any one accident, amount of One Million Dollars (\$1,000,000).
- C. Property damage in any one accident, amount of Five Hundred Thousand Dollars (\$500,000) with aggregate property damage policy limit of One Million Dollars (\$1,000,000).

PROPOSAL SUBMISSIONS:

All persons interested in submitting a proposal for the providing of landscaping services shall submit a Proposal for the cost for landscaping services. Proposals shall be delivered to the Municipal Clerk at his office at the Town Hall of Guttenberg, New Jersey located at 6808 Park Avenue, Guttenberg, New Jersey on or about 11:00 a.m. (prevailing time) on Wednesday, March 4, 2015. All persons submitting a Proposal are encouraged to contact Alberto Cabrera, Municipal Clerk, in an effort to personally be advised of the necessary requirements to provide the products requested.

PROPOSAL FORMAT:

- 1. Must include a completed and signed Proposal outlining all costs.
- 2. Must include Certificates of Insurance.
- 3. Must include copies of relevant licenses necessary to provide said services.
- 4. Must provide a New Jersey Business Registration Certificate.
- 5. Fully executed Non-Collusion Affidavit which is attached.

6. Fully executed Disclosure of Ownership form which is attached.
7. From the mandatory Equal Employment Opportunity Language (which is attached) one of the three documents requested in the attachment. Also, the interested firm, if awarded the contract, must include the mandatory Equal Employment Opportunity Language from the form.

CONTRACT AWARD:

It is the intent of the Town of Guttenberg to award a Contract for the service required hereunder in accordance with competitive proposal procedures based on cost, experience and ability to provide the services and provided that the vendor meets all of the other cited requirements. The Town of Guttenberg retains the right to reject any and all proposals or to award a Contract to the respondent whose proposal is deemed to be most advantageous to the Municipality, taking into consideration the factors cited above. Each unsuccessful offer or will be notified in writing promptly if a Contract award is made under this Request for Proposals, such notice will identify the successful contractor, and provide an opportunity for a debriefing meeting with the Municipality's Municipal Clerk to discuss any questions.

SUBMISSION OF PROPOSALS:

Proposals (original + 2) shall be delivered to the Municipal Clerk at his office located at 6808 Park Avenue, Guttenberg, New Jersey no later than 11:00 a.m. (prevailing time) on Wednesday, March 4, 2015. Same shall be addressed as follow:

Alberto Cabrera, Municipal Clerk
Town of Guttenberg
6808 Park Avenue
Guttenberg, New Jersey 07093

All proposals shall be submitted in sealed envelopes with the wording:

**WATERFRONT PARK
LANDSCAPING SERVICES
Due Date: March 4, 2015
11:00 A.M.
Alberto Cabrera
Municipal Clerk**

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICES 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or 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 non-discrimination 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 or sex.

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

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

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

The contractor and 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.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

TOWN OF GUTTENBERG

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or mor of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ON THE FOLLOWING STATEMENTS:

1. Stockholders or Partners owning 10% or more of the company providing the submission:

Name:

Address:

SIGNATURE: _____ DATE: _____

II. No Stockholder or Partner owns 10% of more of the company providing this submission:

SIGNATURE: _____ **DATE:** _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ **DATE:** _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ **Limited Partnership** _____ **Limited Liability Corporation**

_____ **Limited Liability Partnership** _____ **Subchapter S Corporation**

SIGNATURE: _____ **DATE:** _____

TOWN OF GUTTENBERG

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
: SS.
COUNTY OF HUDSON :

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

I am _____

of the firm of _____ the
Professional Service Entity making the submission for the above named Service, and that I
executed the said submission with full authority to do so; that the Professional Service Entity
has not, directly or indirectly, entered into any agreements, participated in any collusion, or
otherwise taken any action in restraint of fair and open competition in connection with the
above named Service; and that all statements contained in said submission and in this affidavit
are true and correct, and made with full knowledge that the Town of Guttenberg relies upon
the truth of the statements contained in said submission and in the statements contained in this
affidavit in awarding the contract for said Service.

I am 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.

Subscribed and sworn to before me
this _____ day of _____, 2015

Notary Public
State of _____
My Commission Expires _____

(Signature or Professional)

(Type or print name of Affiant and Title
under signature)