THE TOWN OF GUTTENBERG ("TOWN") REQUESTS QUALIFICATIONS FROM BUSINESSES INTERESTED IN PROVIDING "LANDSCAPING SERVICES TO THE TOWN FOR THE PERIOD JANUARY 1, 2027 TO DECEMBER 31, 2027

Introduction

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the Town seeks Requests for Qualifications ("RFQ") for Town-wide Landscaping Services for a one-year contract period, beginning on January 1, 2027 and ending on December 31, 2027.

All necessary documents can be downloaded from the official Guttenberg website, www.guttenbergnj.org. Copies of this standardized submission requirements and selection criteria are also on file and available from the Office of the Town Clerk.

All candidates are required to comply with N.J.S.A. 10-5-31 *et seq* and N.J.A.C. 17:27 as amended (Affirmative Action). If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

Landscaping Services

A. General

1. Landscaping Services will be limited to public parks street medians and rights-of-way in the Town and may also include occasional tree (including, but not limited to, tree trimming, tree removal, stump grinding, chipping (mulching) and disposal services) and landscape maintenance on other public properties in the Town.
2. Prospective contractors shall visit the Town parks and completely familiarize themselves with existing conditions.
3. Tree trimming, removal and disposal services are to be performed at least twice per year and on an as needed basis and Landscaping Services are to be performed once per week and on an as needed basis, in accordance with the guidelines of the National Arborist Association and Town codes depending on the type of work required by the Town.
4. The successful Contractor must have a current Tree trimming license.
5. Trimming of trees growing on Town parks, swales, medians, property and sidewalks along with trees originating on private property and growing into the right-of-way shall be required; however, no permission will be given to trespass on adjoining private property.
6. In the event of tree removals, the contractor will provide the Town with a written estimate for each individual project prior to beginning work. Tree removal shall include the removal of the stump. If this estimate is accepted by the Town, work will be authorized to begin and a Work Order will be provided. The contractor will not be paid a greater sum for any project than the price provided on the estimate.

7. All trimming shall be done in accordance with the best recognized, approved principles of modern arboriculture and tree surgery with a balanced emphasis on current tree health, symmetry and clearance. Trimming will be accomplished in such a manner as to comply with ANSI-A300, Part 1 Pruning standards for tree trimming. All branches or limbs shall be cut flush with the supporting trunk or limb or that no stub is left. When a limb is to be partially removed, it shall, if possible, be cut back flush to a limb at least one-third (1/3) of the diameter of the portion removed. All work shall be done in accordance with the best recognized, approved principles of modern arboriculture and tree surgery with a balanced emphasis on current tree health, symmetry and clearance.
8. The amount of the clearance to be obtained shall be determined on the job after proper consideration has been given for interference of wires, growth rate of tree and location of the tree. Contractors shall secure maximum clearance consistent with good economy and with due regard to the rights and interests of the Town and the public. Contractor shall attempt to provide clearance, which shall be adequate for a minimum of two (2) years.
9. The Contractor shall be responsible for removing all cut limbs and all other debris from the work site daily, leaving the general area in clean and neat condition acceptable to the Town. All limbs, leaves, chips and other debris shall be removed daily and disposed of legally and not left for disposal by Town employees.
10. The cost of all dumping and disposal fees shall be responsibility of the contractor. Dumping of tree debris and clippings shall be conducted by the contractor via legal dumping facilities authorized private land site or other legally authorized dumping sites.
11. Since the work is of a potentially dangerous nature and requires specialized expertise, it is to be performed by a company which derives the majority of its annual income from arboricultural or landscape work, and whose employees are highly trained and skilled in all phases of tree and landscape maintenance. Work performance history and references will be required by the Town.
12. The work performed under this Contract shall include the furnishing all tools, equipment, services, apparatus, facilities, transportation/travel, labor, encroachment permits, disposal, and materials necessary and reasonably incidental to perform the specified items of work.
13. All employees must be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. All employees must be able to follow directions. Employees must also be physically capable of the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc.
14. Only authorized employees of the Contractor may perform any services. In the event of the absence of an employee, for any reason, only an authorized employee of the Contractor may act as a substitute. The use of unauthorized personnel on the part of the Contractor may result in immediate cancellation without notice.
15. Work performed by employees within the scope shall be directly employed and supervised by the Contractor. The Contractor shall perform management and technical supervision required to complete the work according to the specifications provided by

the Town. Employee(s) assigned to supervise the work shall be readily available, responsive to the Town's representative(s) and have the authority to make decisions related to the management of the activities performed by the Contractor's employees.

16. Damages done by the Contractor to any person or property, public or private, is the total responsibility of the Contractor, and are repaired or compensated for by the Contractor at no cost to the Town, and to the satisfaction of the injured party and the Town. All damages or injuries shall be reported to the Town Administrator in writing within 24 hours of occurrence.
17. All work is to be performed in accordance with State and Federal labor guidelines, all other applicable State and Federal law, as well as Town codes and ordinances, regulations, licenses and permits necessary and pertinent to the type of work being performed under this contract.

B. Litter Control

Litter control frequency shall be a minimum of one (1) time per week and consist of the following:

- Remove all litter, paper, cans, bottles, glass, trash, animal feces, undesirable materials, silt and other accumulated debris from all areas to be maintained.
- Complete policing, litter pick up and supplemental hand sweeping of median edges, corners and other areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- Dog Park fecal matter shall be removed on at a minimum of at one (1) time per week.
- Remove all illegal and private signs advertising garage sales, real estate, etc. on a daily basis. The removed signs shall be returned to the Town.
- The Contractor shall employ appropriate safety equipment and procedures for litter removal.

C. Mowing

- Mowing frequency shall be a minimum of one (1) time per week. Mowing operations shall be scheduled at times of low public use. Failure to provide mowing per the approved schedule shall result in a performance deduction unless adverse weather impedes normal maintenance.
- Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. Clippings need not be collected unless clippings are excessive and/or visible, or as directed by the Town.
- Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within areas such as irrigation heads, irrigation valve boxes, quick couplers/boxes, electrical boxes or fixtures. Do not mow areas that are wet. Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, or damages incurred, Contractor will immediately schedule repairs at its expense.

- Irrigation: A regular, deep watering program shall be accomplished to give the best results.
- Equipment shall be properly maintained, clean, adjusted, and sharpened.
- All mowing equipment shall be thoroughly washed following each mowing operation and prior to being transported to any other site.
- Mowing operations shall be scheduled Monday through Friday. Work shall be performed on the same day each week. Initial weekly schedule must be submitted and any changes must be approved by the Town prior to implementation.
- All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within three working days. If adverse weather or ground conditions persist, the Town may change schedule.
- When conducting "rotary type" mowing activities in Town Parks a mulching deck rotary mower shall be utilized. Contractor shall take special care to completely mulch all grass clippings so as not to leave corn rows or piles of clippings behind.
- If clippings cannot be completely mulched then they will need to be removed the same day they are cut.
- All trash and paper products shall be removed before mowing begins and will not be run over by mowing equipment. All grass, leaves, and other debris shall be removed and disposed of off-site, in a lawful manner, at the completion of mowing.
- All portable obstructions, such as picnic tables and trash containers shall be moved in order to mow.
- Walkways, roadways, trails, or other areas dirtied by mowing operations shall be cleaned immediately following each mowing and all debris disposed of off-site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.

D. Groundcover Edging

- Groundcover edging frequency shall be a minimum of one (1) time per week. Edging operations shall be scheduled at times of low public use. Failure to provide edging per the approved schedule shall result in a performance deduction unless adverse weather impedes normal maintenance.
- All grass and ground cover borders shall be neatly and uniformly edged or trimmed on the same schedule as the mowing operations, unless otherwise specified. All edging is to be completed with a fixed blade edger. No chemical weed killer will be permitted to edge or trim. All grass invasions into adjacent areas shall be eliminated.
- Mechanical methods shall be used except where physically impossible, impractical, or around trees. Groundcover shall be maintained a minimum of 6 inches from the trunks of trees by use of appropriate chemicals.
- A 36-inch diameter circle shall be maintained around young trees with immature bark or caliper of less than 6 inches. Circles may include a watering basin, and/or a 2-inch deep layer of mulch, where appropriate, as directed by the Town. Circles shall be kept free of weeds and grasses by use of appropriate chemicals.

- Groundcover shall be trimmed or limited around valve boxes, meter boxes, backflow devices, park equipment and other obstacles; and around sprinklers as needed to provide optimum water coverage.
- All groundcover and flower bed areas shall be kept neatly edged and free of grass invasion.
- Walkways, roadways, trails, or other areas dirtied by edging operations shall be cleaned immediately following each mechanical edging and all debris disposed of off-site prior to the completion of that day's edging operations or by the end of the day, whichever occurs first.

E. Fertilization

- Fertilization shall be performed with a complete commercial fertilizer in granular, balanced, dry, in a homogeneous pelletized formulation. Application shall be in accordance with manufacturer specifications.
- Products and rates of application shall be determined by the Town.
- Fertilization will be applied in accordance with fertilizer schedule, or as otherwise directed by the Town. All applications shall be recorded and specifically identified on the weekly schedule, indicating the fertilizer used, frequency applied and the landscape material applied to (i.e., trees, shrubs, ground cover, etc.).
- The Contractor shall give written notice to the Town at least five (5) Town business days in advance of fertilizer application at a given site.
- The Contractor shall have all materials delivered to the site in properly labeled, unopened bags. All bags shall be retained on the site for the Town's inspection and shall be removed promptly following inspection.
- Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system. Adequate irrigation shall immediately follow the application of fertilizer to force fertilizer material to rest directly on the soil surface.
- Shrubs, groundcover areas, and trees shall be fertilized at a minimum of two (2) times per year with a commercial fertilizer as often as required to promote a healthy appearance. Water thoroughly to prevent burning. Apply at the rate recommended by the manufacturer that is listed on the package.
- Grass shall be fertilized at a minimum of two (2) times per year to provide sufficient nutrients on a regular basis to keep grass in healthy looking condition. Fertilizer will be applied as per the fertilization schedule, or as otherwise directed to maintain an aesthetically pleasing grass stand. Grass and time of year will determine type of fertilizers used. The type of fertilizer used and frequency applied will be recorded.
    - The Contractor shall supply to the Town a list of dates and approximate times each area is scheduled for fertilizer application before the Contractor begins fertilization.
    - All proposed changes in formulation shall be submitted to the Town for approval prior to use.
    - The Contractor shall take precautions to contain the fertilizer to planting areas only. The Contractor shall be responsible for removing all fertilizer stains from concrete caused by his application.

- Compliance with fertilization specification will be enforced by application inspections, bag counts, and periodic soil analyses by independent soils laboratory.
- When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.
- The Contractor will be responsible for removing all fertilizer stains from concrete caused by his application. Fertilizer shall be applied at manufacturer's recommended rate. Any fertilizer that is applied to non-target areas such as a roadway, sidewalk, parking lot, etc., will be removed immediately by contractor. Absolutely no fertilizer is allowed to enter the storm drain system.
- Contractor shall choose which methods of removal will work best. (i.e.: sweeping or gas powered blower, etc.)
- Upon request, soil samples for testing shall be taken from landscape locations as determined by the Town. Samples shall be tested at an agricultural soils testing laboratory approved by the Town.
- Contractor shall pay all costs for testing, taking samples, pickup and delivery to the testing laboratory; all incidentals and no additional payment will be made thereafter.

F. Re-Seeding/Renovation/Refurbishment

- Minor Re-Seeding of bare spots shall be performed by the Town continually throughout the year to re-establish an acceptable quality. Re-seeding shall be performed with a certified grass seed similar to that already established at a rate of eight (8) pounds per 1,000 square feet. Seed shall be topped with one-eighth (1/8) inch of topper.
- Re-seeding shall be performed with a certified grass seed to be approved by the Town, similar to the established at a rate of eight (8) pounds per 1,000 square feet, or as approved by the Town. Seed shall be topped with a minimum with one eighth (1/8) inch of topper.

G. Groundcover

- Groundcover maintenance shall include thinning and/or shearing of groundcover and fertilization; and may include bed cultivating and/or mulching, as appropriate to the species and conditions and as directed by the Town.
    - All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop.
    - All groundcover areas shall be pruned to maintain neat but natural (not sheared) edges.
- All areas shall receive diligent control of weeds by employing all industry recognized methods. Inspect, spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of all areas is to be performed at a minimum of one (1) time per week.
- Except as specifically directed by the Town, groundcover plants shall be prevented from climbing utilities, shrubs, trees, and the like. Contractor shall trim ground cover adjacent to walks, walls, and/or fences as required for general containment to present a neat, clean

appearance at four inches maximum from vertical surfaces and six (6) inches back from walk/trail edges, and curbs.

- Contractor shall prevent soil compaction by regularly cultivating bare spots in all ground cover areas on a monthly basis.
- Any paper or litter that accumulates in ground cover areas shall be picked up daily.
- Contractor shall keep ground cover trimmed back four inches from all controller units, valve boxes, quick couplers, structures or walls, and private property. Ground covers shall not be allowed to grow up trees, into shrubs, or mix in with vines on walls. Ground cover shall be kept six (6) inches from all other plants.
- Bare soil areas shall be cultivated a minimum of once per month or mulched at a depth of three (3) inches to prevent erosion and weed growth.
- Ground cover areas shall be maintained in a manner which will promote the healthy growth of the plant material in a primarily natural state while removing weed infestations.
- Should groundcover expire due to contractor's negligence, all replacement charges shall be at the contractor's expense. All damaged, diseased (untreatable) or dead vines shall be replaced with the same exact species and size of the existing plant material at no cost to the Town.
- Whenever groundcover dies as a result of vandalism, or acts of God, the Contractor shall call the Town to confirm the vegetation is dead, request authorization for replanting. The Town reserves the right to furnish the required groundcover.
- Groundcover renovation, must be requested and approved by the Town.

H. Shrubs

- Prune shrubs to encourage healthy growth habits, natural form and proportion.
- Restrict growth of shrubbery to area behind curbs and within planter beds by pruning. Under no circumstances shall hedge shears be used as a means of pruning.
- All shrubs and hedges shall be pruned in such a manner that they present a pleasing and natural appearance and do not obstruct the vision from building windows or the vision of vehicle drivers.
- All shrubs, hedges, and ground vegetation shall be maintained so the vegetation does not overgrow its designated growth perimeter. Along all walks, overgrowth shall not be over four inches.
- All areas shall receive diligent control of weeds by employing all industry recognized methods. Inspect, spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of all areas is to be performed at a minimum of one (1) time per week.
- Should shrubs expire due to contractor's negligence, all replacement charges shall be at contractor's expense. All damaged, diseased (untreatable) or dead shrubs shall be replaced with the same exact species and size of the existing plant material at no cost to the Town.
- Whenever shrubs die as a result of vandalism, or acts of God, the Contractor shall call the Town to confirm the vegetation is dead, request authorization for replanting. The Town reserves the right to furnish the required shrubs.

- Contractor shall remove any spent blossoms or dead flower stalks as required to present a neat and clean appearance. Sometimes the plant's flower stalks are many in number or part of the plant's character (i.e., Dietes). Coordinate with the Town on a plant-by-plant species basis.
- Shrub mounding shall not exceed eighteen inches in height within areas required for vehicular line-of-sight distance depending upon roadway topography. (The Parks Department Supervisor is to be informed by Contractor if the plant material will continually be a problem.)
- Formally sheared shrub hedges shall be continually maintained in their formal design by shearing and trimming. These shall be specifically designated by the Town and shall not infer that any other shrub shall be sheared or trimmed.
- Shrubs designed to be grown full size shall not be sheared or trimmed. Selective pruning may be necessary to remove dead, diseased, or intertwining material. Shrubs sheared or trimmed, when they are not designed to be so, shall be replaced at Contractor's expense in a size designated by the Town.
- All shrubs shall be pruned to prevent encroachment onto private property.
- Pruning Procedures:
    - All cuts shall be made sufficiently close to the parent stem so that healing can readily start under normal conditions.
    - All limbs one inch or greater in diameter shall be “under cut” to prevent splitting and tearing.
    - All equipment utilized shall be clean, sharp, and expressly designed for shrub pruning.
    - Avoid pruning plants when seasonal bloom is present (i.e., Indian Hawthorne).
- All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
- Shrub renovation, must be requested and approved by the Town.

I. Tree Pruning

- All Trees which are located within the public landscape maintenance area shall be included.
- All Trees no matter the height shall be pruned along sidewalks to allow a minimum (9) foot clearance for pedestrians. To accommodate vehicular and equestrian traffic, clearance along curbs and trails shall be a minimum of fourteen (14) feet.
- Lower branching may be appropriate for trees in background and ornamental areas.
- Contractor is responsible for tree pruning/thinning for only trees that are within fifteen (15) feet off the ground, included in contract price.
- Tree pruning/thinning for trees that are taller than fifteen (15) feet off the ground, if requested and approved by the Town will be considered Additional Extra Work.
- The Contractor shall notify the Town with tree pruning, planting, and removals, stating where and when the trees were pruned, planted, and/or removed, approximate location, and species type.

- All pruning and tree guying maintenance shall conform to International Society of Arboriculture (I.S.A) Standards and the specific directions of the Town. Pruning shall be done by those experienced and skilled in pruning techniques and under the supervisor of a certified arborist. All cuts shall be done using proper arboricultural and horticultural practices. Dressing wounds will not be allowed. Contractor shall not allow any tree to be topped, tip pruned or pollard.
- Dressing wounds will not be allowed.
- Shearing: Only those plants specifically designated by the Town shall be sheared. These plants may also require additional thinning to maintain a healthy condition.
- Tree pruning shall be performed with the intent of developing healthy, structurally sound trees with natural form and proportion, symmetrical appearance, and proper vertical and horizontal clearance.
- Tree stakes, two (2) per tree, shall be pentachlorophenol treated pine lodge pole. Stakes shall be place vertically; 8 to 10 inches from the tree trunk; shall not rub against any part of the tree during windy conditions; shall be tied using materials and methods as approved by the Town.
- Tree and plant guys/ties shall be checked frequently and either adjusted to prevent girdling or loosened and then ultimately removed along with the stakes when no longer required. Broken stakes shall be replaced as required.
- All structural weaknesses such as split crotches or limbs, diseased or decayed limb or branch, detached or not, or severe damage that could be a safety hazard shall be removed upon detection by the Contractor and reported to the Parks Department Supervisor.
- Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. If there are doubts or questions, contact the Town. Tree suckers shall be removed as needed.
- Lower branches can be removed only after tree is able to stand erect without staking or other support.
- Any trees broken, damaged, and/or uprooted as a direct result of storm damage, wind damage, accident, or vandalism, shall be trimmed, replanted, or replaced, and debris removed within twenty-four (24) hours of notification. Town authorization shall occur if plant replacement is required. Any debris blocking roadways or parking areas shall be removed within one (1) hour of notification to Contractor.
- The Contractor shall call the Town to confirm the damage, prepare a material request and estimate of plant material replacement based on contract unit prices.
- All trees shall be pruned to prevent or maintain encroachment onto private property.
- If, in the opinion of the Town, the newly planted tree dies as a direct result of neglect, inadequate care, or inadequate maintenance, the replacement item and required labor shall be provided by the Contractor at no cost to the Town. This includes material newly planted and material which has been planted. Replacement must be of comparable size and species.
- The Landscaping Contractor will replace and be held liable for any damages done to trees due to poor management procedures (i.e., improper staking, damage done by not removing tie wires, improper pruning, mower damage, etc.).

- All pruning and debris shall be removed and properly disposed of immediately.
- Contractor shall perform minor tree surgery as required.
- Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways and walkways.
- Care during Tree Pruning Operations: Surrounding plant material (ground cover, shrubs, and vines) shall be protected during tree maintenance operations.
- The Contractor shall be responsible for all damage caused by poor procedures. The Town will require full and complete repair of the damaged areas and plants.
- Palm trees shall be pruned and left with a pineapple bowl cut (phoenix canariensis) and all trunks shall be skinned.

J. Tree Removal and Planting

- All trees which are downed or dead by either natural or unnatural causes shall be removed and disposed of off-site.
- Ailing or stunted trees, which fail to meet expected growth expectations, shall be brought to the attention of the Parks Department Supervisor.
- If the Contractor foresees a problem with access to a tree deemed for removal, the Contractor shall contact the Town prior to the remove work has commenced to discuss alternate removal methods.
- Stumps shall be ground to twelve inches below grade. All shavings need to be removed and the hole shall be filled back to the surrounding grade with clean soil and compacted. Stump removal shall be included in the tree removal unit price. Green waste certification and reports shall be submitted monthly.
- The contractor has seventy-two (72) hours to grind areas after the tree trunk has been removed from the location. Stumps shall be cut low enough to the ground where grinding can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal. Stump grinding should be completed within the same day if possible, otherwise the following business day after the tree removal. If the stump is not ground the same day of the tree removal, then the stump must be protected with a type II barricade or a twenty-four (24") inch cone nailed to the stump or caution taped off.
- Holes created by stump and root grinding must be filled the same day. Before filling holes, all routing chips and debris will be removed from hole and loaded into transport vehicle for disposal. Any paved surfaces shall be restored to their original condition.
- Tree planting shall follow planting specification:
- Trees must be of quality nursery stock, free from pests, disease and structural defects. Strong trees should have straight roots, a thick trunk, and one dominant leader to the top. The root flare should be in the top 2” of the root ball.
- Dig the planting pit twice as wide the as root ball, or as wide as practical per planting location. Pit should be no deeper than the soil in the tree container.
- Remove the tree from the container (15 gallon), or bottom from box size trees.
- If needed, remove soil and roots from top of root ball to expose root flare.

- Backfill the pit halfway with native soil. The soil level above the finish grade should be 1” for 15 gallon trees, 2” for 24” box trees, and 3” for 36” box trees.
- Place tree in planting pit.
- Remove roots that descend and mat along the side and bottom of the root ball.
- Roots that circle should be cut.
- Flood the bottom of the pit with water.
- Complete backfill of pit with native soil, tamping in soil with feet or shovel handle to insure there are no air pockets and that soil is reasonably firm.
- Prepare 3’-4’ diameter earthen water basin.
- Remove nursery stake and install two (2) tree stakes that are tall enough to support the tree. Tree should be placed so that the nursery stake side of trunk is facing north to reduce the potential of sunburn to the trunk.
- Attach trees to stakes with up to four (4) soft rubber ties and with enough tension to support the tree in an upright position. Attach a trunk protector to the base of the tree.
- Add a 3-4” layer of mulch around the planting pit. Keep mulch away from the trunk of your tree.
- Add enough water to fill the water well.

K. Weed Control

- All areas shall receive diligent control of weeds by employing all industry recognized methods at a minimum of one (1) time per week.
- All ground cover beds, shrub beds, planters, non-concrete walkways, i.e.:
- decomposed granite, natural soil and asphalt, sidewalk expansion joints, cracks in paved areas, curbs, areas covered with ornamental rock, and other landscaped and hardscaped areas shall be maintained weed and grass free at all times.
- No dyes shall be used when applying liquid weed control to paved surfaces.
- Grass shall be weed free at all times. In addition, grass areas shall be treated as follows:
    - Between January 15 and February 15, a pre-emergent crabgrass control shall be applied to all areas.
    - Twice per year, in December and June, a broad spectrum fungicide shall be applied at the manufacturer's recommended coverage rate.
- Common weed will be 100% controlled due to its fast growth and invasiveness.
- Preventive weed control is the responsibility of the Contractor. Any pre-emergent herbicide used will be considered a weed management tool and the cost will not be reimbursed by the Town.
- Inspect, spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of all areas is to be performed at a minimum of one (1) time per week.
- Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications.
- The Contractor shall submit a report naming the herbicide proposed for use, where and how it is to be applied, and a copy of the product label and any applicable M.S.D.S. (material safety data sheets) sheets to the Town before use begins.

- Weeds shall be controlled using appropriate chemical controls.
- When requested by the Town, the Contractor shall spray weeds with herbicide for weed control at no additional cost to the Town if control is not maintained as specified in this section.
- Monthly, the Contractor shall complete and furnish copies of an herbicide application log to the Town.
- Apply appropriate pre-emergent herbicides to prevent germination of known problem weeds.
- Pre-emergent herbicide materials to be used shall be as approved by the Town. Materials to be used shall be those best suited to the control of the target weeds in the given planting.
- Pre-emergent herbicide applications shall be carefully scheduled as approved by the Town, and shall be made per label instructions for optimum control. Scheduling of pre-emergent herbicide applications shall be reflected on the annual calendar along with notation identifying material name and target weeds.
- Pre-emergent herbicide applications shall be made annually and as required for optimum control of target weeds.
- The Contractor shall be responsible for the results of application of all herbicides and chemicals. Plants killed or severely damaged by the use of herbicides shall be replaced at no cost to the Town, with the nearest size nursery stock available to the size of the dead or severely damaged plant. The soil in the area of the affected plant(s) and planting pit shall be treated with activated charcoal and other soil amendments that may be required to enhance the potential survival and growth of the existing or replacement plants. The treatment and materials must be approved by the Town and shall be furnished at no cost to the Town. All replacements must be made within fifteen days upon discovery by the Contractor and/or the Town.
- All chemicals to be used to control weeds shall be approved by the Town prior to use. A written recommendation of the proposed chemicals to be used, prepared by a licensed New Jersey Pest Control Advisor accompanied by a Notice of Intent to apply restricted/non-restricted materials form prepared by a licensed Pest Control Operator shall be submitted to the Parks Department Supervisor a minimum of 14 days prior to intended use. No work shall begin until written approval is obtained from Town.
- Written recommendation shall include the following information:
    - Owner or operator of the property to be treated;
    - Location of property to be treated;
    - Commodity, crop, or site to be treated;
    - Total acreage or units to be treated;
    - Identification of weed(s) or pest(s) to be controlled by recognized common name;
    - Name of each herbicide or device recommended or description of method recommended;
    - Dosage rate per acre or other units;
    - Warning of the possibility of damages by the application from hazards that are known to exist; and

    - Signature and address of the person making the recommendation, the date, and the name of the employer.
- Chemicals shall be applied only by persons possessing a valid New Jersey Pest Control Operators License in the appropriate category. Application shall be in accordance with all governing regulations. Records of all written recommendations and operations stating dates, times, methods of application, approved Notice of Intent to apply restricted/non-restricted materials, weather conditions at the time of application, and applicator's name shall be made and retained in an active file for a minimum of 1 year. The Town shall receive a copy of those files.
- Contractor shall calibrate all chemical application equipment prior to each use to insure chemicals are applied at the rate specified in the written recommendation.
- All rubber hoses shall be made of neoprene rubber or equivalent material; shall be free of cracks; shall not be weathered, worn, or rotted; and shall be equipped with quick connectors or fittings which shall provide a water tight connection to prevent any leakage of chemicals from the point of connection to spray equipment.
- All pressurized spray equipment, when in use, shall be kept in a state of good repair, safe to operate and shall be equipped with appropriate pressure relief valves. All spray nozzles shall be free of any foreign particles to allow proper control of rate, uniformity, thoroughness, and safety of application.
- All chemical spraying operations shall be performed under acceptable climatic conditions to be determined by the Town in such a manner to limit drift to twelve (12) inches. All precautionary measures necessary shall be employed to insure public safety since all areas will be open to public access during application.
- All equipment used to perform chemical application shall be thoroughly cleaned when necessary to prevent injury to persons, plants, or animals from residue of materials previously used in the equipment. Equipment shall be cleaned in accordance with the procedure recommended on the label.
- Non-restricted chemicals shall be used whenever possible to perform weed control in landscape areas.
- The Contractor shall not be allowed to use the restricted chemicals.
- Prior to application, Pest Control Operator shall read product label, identify weed pests in area to be sprayed, and identify environmental hazards and take all precautionary measures necessary to prevent contamination of these areas.
- Cutting and trimming of the overgrowth at Waterfront Park along Hudson River twice per year.
- Cutting, trimming and weed control of Ferry Road from Boulevard East to River Road twice per month.
- Cutting, trimming and weed control on hill areas in front of Veteran’s Park twice per month.

L. Mulching

- All areas to receive mulch shall be free of weeds and litter.
- Mulch replenishment, if requested and approved by Town will be considered as Additional Extra Work.
- A minimum three (3) inch layer of approved mulch shall be maintained in all shrub, and groundcover areas. Mulch shall be placed in such a manner as to present a neat appearance, cover all bare soil, and do not cover plant material or the bases of trees or shrubs.
- All trees shall have mulch installed around the base once annually. The mulch will be installed at a depth of 6 inches and will not be piled against the base of the tree. The mulch line will extend at least 12 inches out from the base of the tree and will be level to a depth of 6 inches. Mulch will be installed at grade at the base of the tree and will become deeper as it moves away from the base of the tree ending at a depth of 4 inches.
- Mulching operation shall be accomplished in a timely manner, so that all material is removed and stock-pile site is left clean and level, all to the satisfaction of the Town.

M. Potable and Recycled Water Irrigation Systems

- All landscaped areas shall be irrigated by the contractor and/or Town, as required to maintain adequate growth and appearance, with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers and valves.
- Contractor shall give recommendations to the Town for managing the irrigation usage and to remain within allocated water budgets. The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with Town staff in implementing more advanced water management strategies.
- Contractor and their staff shall be knowledgeable and comply at all times with all Town ordinances governing landscaping and irrigation practices within the Town.
- Watering shall be regulated to avoid interference with any use of roadways, paving or walks.
- No irrigation shall be done during periods of measurable rain.
- Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions and rainfall, and shall recommend appropriate changes in duration of watering cycles.

N. Maintenance of Fountains (if applicable)

- The Contractor shall be responsible for continual inspection of surface drains, located within the landscaped areas on a monthly basis. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation which accumulates and prevents proper flow of water. All drain sumps or catch basins and drain lines shall be cleared twice per year. All other drainage

facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to Town.

O. Leaf and Debris Control

- Remove all leaves and debris in addition to litter, paper, cans, bottles, glass, trash, animal feces, undesirable materials, silt and other accumulated debris from all areas to be maintained. Removing litter shall occur on a daily basis.
- Complete policing, litter pick up and supplemental hand sweeping of median edges, corners and other areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- During the fall season, the Landscape Maintenance Contractor shall provide weekly pick-up of fallen leaves after the initial drop of leaves.
- Accumulation of dead plant material, leaves and debris shall be removed, from all landscaped areas except as specifically directed by the Town.
- Raking should not be used in ground cover or mulched areas except to remove heavy accumulation of leaves and debris. When raking is necessary, it should be done lightly, taking care not to damage plants or displace mulch.
- The Contractor shall employ appropriate safety equipment and procedures for removal.
- All material which is picked up during cleaning shall be disposed of by the Contractor in a lawful manner. All green waste must be disposed of and landfill diversion reports submitted to the Town.

P. Hardscapes

- All hardscapes such as, but not limited to: sidewalks, curb and gutters, expansion joints, walls adjacent to Town landscape shall be kept clear of dirt, mud, trash, weeds and any other substances which are either unsightly or unsafe.

Q. Parks (Monument Park and Waterfront Park)

- Empty park trash, recyclable, and pet waste receptacles and replace trash can liners.
- Drinking fountains (if applicable) shall be cleaned and disinfected a minimum of one (1) day a week.
- All Park Facilities (including picnic shelter areas, playground rubber surfacing, playground sand, equipment, and structures) shall be clean and free from litter, trash, leaves, and weeds, a minimum of one (1) day a week. Any damage and graffiti shall be logged and reported to the Town.
- All fences shall be free from litter. Any damage and graffiti should be logged and report to the Town.
- Pesticides, herbicides, and pest control shall not be implemented within 20 feet of a children playground. If use of chemicals and pest control is necessary around playground areas, Contractor shall post warning sign notifications in advance and after application of such chemicals.

- Waterfront Park – Riverfront Brush Removal
- Cut back and remove all brush along fence line of Waterfront Park along river
- All brush to be disposed offsite
- To be entire fence line along riverfront and 8-10’ off fence along gas pump station/north side of park

- Furnish and install 6”-8” annual flowers to all planting bed areas within Memorial Park Flowers to be installed within existing planting area
- Up to (400) 6”-8” flowers to ground planting beds and within raised pots/planters Combination of flowers and decorative groundcover to be installed throughout planting areas
- Remove all debris and cleanup site upon completion of project

- Furnish and install 6”-8” annual flowers to all planting bed areas throughout planters in town
- Flowers to be installed within existing planting area
- Approximately 80 locations for planting, 4-6 flowers at each location
- Up to (200) 6”-8” flowers to ground planting beds and within raised pots/planters at each location within list provided by Town
- Combination of flowers and decorative groundcover to be installed throughout planting areas

R. Open Spaces, Natural Areas, Asphalt Walkways, and Dog Walkways

- Areas intended for nature study or open space enjoyment will be retained in their natural states and managed for fire protection, noxious weeds and erosion control as appropriate for the intended use, and natural surroundings.
- Empty pet waste receptacles and replace trash can liners a minimum of one (1) day a week.
- Banks will be stable and appropriate plants and trees will enhance the setting.
- Rails, fencing or barriers will be maintained to promote safe use. Damage and graffiti shall be reported to the Town.
- Walkways shall be clean and free from debris and weeds. Any damage should be logged and reported to the Town.

Work Schedule

The Contractor shall complete all the work required under the Request for Proposal documents as specified in the contract documents. Work shall begin as soon as possible, weather permitting, and be completed within 10 working days, exclusive of inclement weather. Working hours shall be between 7:30 a.m. and 5:00 p.m. Monday through Friday, excluding state and federal holidays. Weekend and holiday work may be permitted in writing only, under exceptional circumstances, at the discretion of the Town Administrator.

Contract Termination

The Town may terminate this Agreement at any time before the expiration of the original term, or any extension thereof. Services may be terminated by the Town upon thirty (30) days written notice. The Contractor shall immediately discontinue any and all services provided under the Agreement on the actual date of termination. Services may be terminated by the Contractor upon sixty (60) days written notice. The Town shall compensate the Contractor for all services provided before the actual date of termination.

Payments to the Contractor

The Town shall pay the Contractor for the performance of the work, subject to additions and deductions based upon monthly determination by the Town and the acceptability of the work performed. The Contractor shall not invoice the Town for services prior to thirty (30) days following execution of an Agreement with the Town and not more frequent than once every four (4) weeks. The Town may withhold payment for any unacceptable service if the Contractor has been given notice of the deficiency and has not resolved the service deficiency within five (5) working days after receipt of a notification from the Town. Town has the right to request additional reports and supporting information from Contractor as deemed reasonably necessary by Town to audit Contractor's performance under this Agreement. Contractor shall provide all additional reports and information requested by Town within ten (10) days of a written request.

Inspections

All of the Landscape Areas will be inspected regularly by the Town. The Town may require the Contractor to accompany Town staff during inspections, if the Town is not satisfied with the Contractor's work. The Contractor is expected to be capable of understanding the deficiencies and authorized to take remedial action in a manner consistent with the contract requirements and specifications.

Unacceptable Service

If the Town, upon routine inspection, determines that any landscape has not been serviced according to the specifications, a notice outlining the deficiencies will be e-mailed to the company representative or faxed to the Contractor's local office. Payment will not be made for any services not provided by Contractor. All notices of deficiencies will specify the date when the specified work must be completed. The date of completion will be less than five (5) days from the date the

notice is issued. Failure to complete the work to the satisfaction of the Town by the date specified will result in no payments being made to the contractor for the missed work.

Prior to re-submitting a request for payment, the Contractor must request a re-inspection. A re-inspection request should be completed in writing to the Town and either faxed or e-mailed to the Town. If the work is deemed satisfactory upon re-inspection, the Town will accept a request for payment, minus a one hundred dollar ($100) charge for re-inspection. Any time an additional inspection is required as a result of inadequate performance, the one hundred dollar ($100) re-inspection charge will be assessed for each inspection completed by the Town until the specified work is completed.

SCHEDULE

Contractor shall submit to the Town a detailed schedule of work within seven (7) calendar days after receiving notification of award by the Town for review and approval. The proposed schedule shall include as a minimum the following items:

- Area Name.

- Start Date and End Date.

- Maintenance Schedule

- Fertilization Schedule

If the Contractor fails to perform the work per the approved schedule, the Contractor shall be liable for liquidated damages as set forth in the Professional Services Agreement.

EMERGENCY RESPONSE

The Contractor shall, during the term of this Contract, maintain two seven (7) days per week twenty-four (24) hour emergency telephone numbers, toll free to a Hudson County region area code, at which the Contractor or Contractor's responsible employee may be contacted at any time, twenty-four hours per day, to take the necessary action regarding all inquiries, complaints and the like, that may be received from the Town or other Town personnel. For hours beyond a normal 7:30 a.m. to 5:30 p.m. business day, an answering service shall be considered an acceptable substitute for full time twenty-four hour coverage, provided that the Contractor responds to the Town by return call within one (1) hour of the Town's original call and arrive onsite within two (2) hours of the original call. Failure to respond will lead to possible deductions.

All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Town. If any complaint is not abated within 24 hours, the Contractor shall notify the Town immediately of the reason for not abating the complaint followed by a written report within five (5) working days. If the complaints are not abated within the time specified or to the satisfaction of the Town, the Town may correct the specific complaint and the total cost incurred will be deducted and forfeit from payments owing to the Contractor from the Town.

The Contractor shall maintain a written log of all communications, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log of complaints shall be available for review at the discretion of the Town at all reasonable times.

All requests for emergency services shall require a qualified technician to be dispatched to the required location as soon as possible after notification; but in all cases within two (2) hours, to the satisfaction of the Town. If any emergency service request is not responded to in two (2) hours, the Town shall be notified immediately of the reason for not meeting the required response time followed by a written report to the Town within two (2) working days.

Whenever immediate action is required to prevent possible injury, death, or property damage, Town may, after reasonable attempt to notify the Contractor, cause such action to be taken by alternate work forces. As determined by the Town, charge the cost thereof to the Contractor, or deduct such cost from any amount due to the Contractor. This deduction shall include a markup for administrative costs equal to fifteen (15) percent of the actual costs incurred.

Emergency call-outs after working hours will be considered extra work compensation, the Contractor shall submit with his proposal a rate schedule for emergency work. The Contractor shall be entitled to compensation for the extra work for which the Contractor is not already being compensated.

SUBMITTALS

The Contractor shall submit the following to the Town as specified below:

A. A Monthly detailed Schedule of Work.

B. A weekly "Work Completed" Report detailing work completed the previous week. Report due no later than 8:00 AM Tuesday of each week.

C. Pesticide Application Record shall be completed and submitted to the Town Representative within 24 hours of pesticide application.

D. Notification of Problem or Repair shall be completed and submitted to the Town Representative within 24 hours of the discovery of a problem or needed repair.

E. Additional Services Request shall be completed and submitted to the Town as needed to propose additional site landscaping and maintenance work that is in addition to the services described herein. (Additional work to be completed by the Contractor shall be done at the rates provided in the Bid schedule, Additional Work Rate Schedule.)

MEASUREMENT AND PAYMENT

The Contractor shall keep a detailed schedule and monthly checklist of the activities performed during the billing period which shall submit to the Town. Contractor shall submit any extra work services for which compensation is sought in accordance with this Contract. In addition, the Contractor shall submit a schedule of rates for emergency work as shown in the Bid schedule.

Professional Information and Qualifications

Each interested firm shall submit the following information:

1. Name of Firm;

2. Address of principal place of business and all offices, as well as employee and area of expertise with corresponding telephone and fax numbers. Please note specifically which employee(s) will be assigned to work with the Town;

3. Detailed prior landscaping experiences;

4. At least five (5) years' landscaping experience;

5. At least four (4) references;

6. Cost details, including all expenses;

7. Business Registration Certificate (preferably with the proposal but prior to award of contract);

8. Statement of corporate ownership (c.52:25-24.2)(form provided);

9. Letter of Qualification (form provided);

10. Letter of Intent (form provided);

11. Non-Collusion Affidavit (form provided);

12. Americans with Disabilities Act form (form provided);

13. Affirmative Action Compliance Notice (form provided);

14. Minority/Woman Business Enterprise form (form provided);

15. Disclosure of Investment Activities in Iran form (form provided); and

16. State whether your company/firm is presently involved in a lawsuit and whether it has been sued in the last five (5) years. If so, provide a description of each matter.

Selection Criteria

The selection criteria used in awarding a contract or agreement for these services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation;

2. Experience and references;

3. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter; and

4. Cost competitiveness.

Submission Requirements

RFQ must be delivered no later than Wednesday, October 14, 2026 at 10:00 am to:

Dr. Cosmo A. Cirillo, Town Clerk
Office of the Town Clerk
Guttenberg Town Hall
6808 Park Avenue
Guttenberg, New Jersey 07093

Please submit one (1) original and one (1) copy of the RFQ.
Use white 8 ½" x 11" paper.

APPENDIX A

LETTER OF QUALIFICATION

(To be Typed on Respondent's Letterhead. NO MODIFICATIONS MAY BE MADE TO THIS LETTER)

Dr. Cosmo A. Cirillo, Town Clerk
Office of the Town Clerk
Guttenberg Town Hall
6808 Park Avenue
Guttenberg, New Jersey 07093

Dear Dr. Cirillo:

The undersigned have reviewed our Qualification Statement-Proposal submitted in response to the Request for Qualifications (RFQ) issued by the Town of Guttenberg ("Town"), dated *(Insert Date)* in connection with the Town's need for Landscaping Services.

We affirm that the contents of our Qualification Statement-Proposal (which Qualification Statement-Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement-Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of *(Insert Name of Respondent).*

_____ _____
Chief Executive Officer Chief Financial Officer

Dated: _____ Dated:_____

Respondent shall sign and complete the spaces as provided above. If a joint venture, partnership or other formal organization is submitting a Qualification Statement-Proposal, each participant must execute this Letter of Qualification

APPENDIX B
LETTER OF INTENT

STATE OF NEW JERSEY
TOWN OF GUTTENBERG ss:

I _____certify that I am the _____ of the firm of _____ , the Respondent submitting Qualifications in response to a Request for same from the Town in regards to Landscaping Services (2nd Occasion). I further certify that:

1. I executed said Proposal with full authority so to do; and
2. All statements contained in the Submission and in this affidavit are accurate, factual and complete, and made with full knowledge that the Town of Guttenberg is relying upon the truth of the statements contained in the Submission and the statements contained in this affidavit in evaluating Respondent's Qualifications; and
3 Respondent 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 through participation with any other person, firm or party; and
4. Respondent agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Town's procurement schedule; and
5. Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement-Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the Respondent. In no event shall the Town have any liability to Respondent for any costs incurred by the Respondent for the Qualification Statement-Proposal.
6. Respondent acknowledges and agrees that the Town may modify, amend, suspend and/or terminate the procurement process in its sole judgment.
7. Respondent is aware that any contract executed with respect to the services referred to in the RFP must comply with the applicable affirmative action and similar laws, and agrees to take such actions as may be required to comply with such applicable laws in the event that a contract is formed.

(Signature of Respondent) _____
SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____DAY OF 20_____

NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITHTHIS PROPOSAL

A. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

TOWN OF GUTTENBERG ss:

I certify that I am_____ of the firm of_____ the Respondent submitting the Qualification Statement in response to the within Request for Qualifications, and that I executed said Qualification Statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the within Request for Qualifications; and that all statements contained in the Respondent's Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the Town of Guttenberg will rely/relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract(s) for the services sought in the within Request for Qualifications.
I further warrant that no person or selling agency has been employed to solicit or secure a contract for the services sought in the within Request for Qualification upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of the Respondent or as may be permitted by law.

(Signature of respondent)SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY_____ OF 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL

B. PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership (general, limited or joint venture) shall be awarded any State, Town, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
1._____	_____	_____
2._____	_____	_____
3._____	_____	_____
4._____	_____	_____

SIGNATURE : _____
TITLE:

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY_____ OF 20___
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL

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

If your firm is awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. The following language, subject to any amendments by law or regulation, will be incorporated into any contract issued for the services advertised:

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

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

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance

with N.J.A.C. l7:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report Employee

Information Report Form AA302

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

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

The contractor and the Town of Guttenberg, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C. 5121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

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

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

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.

Representative's Name/Title
(Print):_____

Representative's
Signature:_____

Name of
Company:_____

Tel. No.:_____

Date:_____.

E. AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 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: _____ DATE:_____

PRINT NAME:_____ TITLE:_____.

F. MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders

The Town of Guttenberg, in accordance with the stated policy of non-discrimination and equal employment opportunity in the Municipal Code, recognizes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned ____ Minority & Woman Owned
_____ Woman Owned _____ Neither

Definition of Minority Business Enterprise
Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise: a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Form AA302
Rev. 1/00

STATE OF NEW JERSEY

Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT* AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				********* MALE**********					********** FEMALE**********				
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
- -

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 **Telephone No. (609) 292-5475**

H. MANDATORY BUSINESS REGISTRATION LANGUAGE
Non Construction Contracts

All contractors and subcontractors must provide a Business Registration Certificate when seeking to do business with the State of New Jersey, and other public agencies in this state. Failure to submit proof of registration requires mandatory rejection of a bid as a non-waivable defect. Proof of registration must be received before the contract is issued for non-bid contracts: such as contracts exempt from public bidding that are over the bid threshold, professional services, and extraordinary unspecifiable services, and purchase orders that are under the bid threshold. For non-bid contracts only, if proof has been filed through a previous contract, the contracting agency may waive resubmission.

"New Jersey Business Registration Requirements"
N.J.S.A. 52:32-44(1)(b) No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

N.J.S.A. 52:32-44(1)(c) A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the contract.

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

N.J.S.A. 54:49-4.1 A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency."

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK EITHER BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity'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**

OR

☐ **I am unable to certify as above because I or the bidding entity 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 and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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 outlined above by completing the boxes below.
PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name:_____ Relationship to Bidder/Vendor:_____

Description of Activities:

_____

_____

Duration of Engagement:_____Anticipated Cessation Date_____

Bidder/Vendor_____

Contact Name:_____Contact Phone Number:_____

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

[continued on next page]

Full Name (Print): _____Signature:_____

Title: _____Date: _____

Bidder/Vendor: _____