

**Housing Authority of the Borough of Highland Park
242 South 6th Avenue Highland Park, NJ 08904**

Phone: (732) 572-4420

Fax: (732) 985-6485

Donna Brightman, Executive Director

Request for Proposals

For:

Landscape Contractor

for the

Samuel J. Kronman Apartments

And the

Park Terrace Apartments

Located in

Highland Park, NJ 08904

 **MAY 2022** 

PROPOSALS SHALL BE ACCEPTED UNTIL 2:00 PM on TUESDAY, MAY 3, 2022

Welcome to the Highland Park Housing Authority

In 1937 Congress passed the US Housing Act to “alleviate unemployment and to remedy unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwelling for families of low income.” The legislation was designed to encourage construction, create employment opportunities, and provide shelter for low-income families and clear sub-standard housing. Emphasizing local control of its programs, the Housing Act provided for housing in which rents would relate to the tenant’s ability to pay.

The Highland Park Housing, New Jersey, was created on May 15, 1956.

The Authority is composed of 24 units of family public housing, 100 units of senior citizen public housing and 145 units of Section 8 housing.

The purpose of the Highland Park Housing Authority is to create and maintain safe, decent and sanitary housing for those individuals of low to moderate income.

Mission Statement

Our aim is to ensure safe, decent and affordable housing; create opportunities for residents’ self-sufficiency and economic independence; and assure fiscal integrity by all program participants.

In order to achieve this mission, we will:

- Recognize the residents as our ultimate customer.
- Improve PHA management and service delivery efforts through oversight, assistance, and selective intervention by highly skilled, diagnostic, and results-oriented field personnel.
- Seek problem-solving partnerships with PHA, resident, community, and government leadership.
- Act as an agent for change when performance is unacceptable and we judge that local leadership is not capable or committed to improvement.
- Efficiently apply limited HUD resources by using risk assessment techniques to focus our oversight efforts

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Housing Authority of the Borough of Highland Park

LANDSCAPE CONTRACTOR

I. INTRODUCTION

The Housing Authority of the Borough of Highland Park, NJ (Authority) will accept sealed proposals from qualified Landscaping Contractors for the maintenance of the grounds at the locations listed in Appendix A.

The Authority shall recommend award to the bidder with the overall most advantageous proposal to maintain all grounds as specified in this Request for Proposals (RFP). The selection shall be based on the contents of the proposal and include, but not limited to, pricing, experience of personnel and company experience with government entities.

Contractors shall provide all necessary labor, material and equipment.

II. TAX EXEMPT STATUS

The Authority is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued to the contractor upon request.

III. TERM OF CONTRACT

If awarded, the contract resulting from this RFP shall be in effect for the 2022 landscaping season, tentatively from May 1, 2022 through November 30, 2022, and subject to the availability of funds. The Authority reserves the right to extend the contract for (2) two additional landscaping seasons, providing all rates, terms remain the same and both parties are in agreement.

IV. PRE-BID MEETING

Should interested parties request a walk through, please call 732-572-4420 to schedule an appointment.

V. SCOPE OF WORK

The base price submitted by the contractor shall, at a minimum, include the following:

Cuts: Cuts shall be considered the following: cutting of all grass areas, trimming and edging of all sidewalks and garden bed areas, the removal of all weeds from grass areas, garden beds and sidewalks (in order to prevent weed encroachment) and the blowing of all grass and debris from all sidewalks and paved areas in order to present a neat appearance. Large clumps of grass shall not be left behind.

Cuts are expected to be performed according to the schedule in this section. Additional or fewer cuts shall be billed extra or credited by the per cut breakdown dollar amount indicated on the bid proposal form for each site. If additional cuts are needed, the contractor shall be notified by telephone.

Spring and Fall Cleanups: One spring and one fall cleanup shall be included in the overall base price. The spring clean-up, weather permitting, is expected to be completed by mid-May and shall consist of the following: removal of all garbage and litter from all garden beds, grass areas, sidewalks, bushes, etc.; all garden beds shall be weeded, cleaned and new edges established, removal of all

seasonal leaves and branches from grass areas, establish new edges around all sidewalks and curbs and garden beds and the removal of all debris from the property in order to present a clean and neat appearance.

The fall cleanup is mainly the removal of leaves and all other work necessary to create a neat appearance. Only one fall cleanup shall be included as part of the base price. Additional fall cleanups shall be billed separately according to the bid proposal form for each site.

Fertilization: The Authority properties do not have irrigation systems, and as a result, minimal fertilization applications are required. The Authority requests early spring, early summer and late summer fertilization and pesticide protection. Contractors shall describe the fertilization approach they intend to use. Alternate approaches may be described on separate pieces of paper. If the base price is affected, then indicate the new base price on each sheet.

Tree and Shrub Trimming and Pruning: All trees and shrubs up to approximately 10 feet shall be trimmed once during the contract term (1 season). The contractor shall notify the Authority before these services are rendered. All debris is to be removed from the property. Additional trimming, if needed, shall be priced upon request.

Please note that the contractor is responsible for repairing turf, concrete and/or other Authority property that has been damaged during the course of performing any of the services above. If, for example, the contractor is cutting the grass after a heavy rain and ruts are left behind, the contractor will be responsible for filling in the ruts and restoring the site to its original state. Payment to the contractor may be withheld until such time the damages are repaired.

Schedule:

May: 4 cuts and 1 spring clean up
June: 4 cuts
July: 3 cuts
August: 3 cuts
September: 3 cuts
October: 3 cuts
November: 1 cut and 1 fall clean up

VI. COMPENSATION

The bid proposal form on pages included herein shall be completed in its entirety and submitted with your proposal.

The Authority agrees to pay the Contractor the base price in seven (7) monthly installments (June – December, 2022). All efforts shall be made to pay invoices within 45 days of receipt of the invoice. It is recommended that invoices for a given month be submitted by the 1st of the billing month for payment to be received by the middle of the next month (i.e., May’s invoice dated 5/1/22 shall be mailed out on 6/14/22 provided the invoice is received in early May). Please note that should the contract be renewed for the 2023 and 2024 seasons, April will be added to the Schedule with 1 cut, and the spring clean up will be moved to April as well.

Additional services, if any, as requested by the Authority (see the proposal from) will be billed separately and will be paid within 45 days of receipt of the invoice from the contractor.

VII. EVALUATION CRITERIA – All proposals shall be evaluated using the following criteria:

Qualifications of company to perform the services (provide company information, certifications, licenses, etc.)– 30 points

Experience in providing the services (provide references and current contracts) – 30 points

Price – 35 points

Small business status – 5 points

The bidder whose proposal has been deemed most responsive and advantageous to the Authority shall be recommended for award, price and other factors considered. The Authority retains the right to reject any and all proposals.

VIII. INSTRUCTIONS TO BIDDERS

All bidders shall follow the following instructions:

1. All proposals shall be hand delivered or mailed to:

Housing Authority of the Borough of Highland Park
242 South Sixth Ave.
Highland Park, NJ 08904
ATTN: Donna Brightman

2. All proposals shall arrive in a sealed envelope clearly marked “Landscape Contractor – Do not open before 2:00 PM on May 3, 2022 on the front, together with the name and address of the firm submitting the proposal.

3. Any questions relative to interpretation of the scope of services or the proposal process, shall be addressed in writing to Christina Smolder via email to csmolder@optonline.net.

4. Proposers are fully responsible for the timely delivery of their proposals. Late proposals may be returned to the proposer unopened. For the purpose of receiving proposals, New Jersey Time, or EST shall be considered the official time. Telegraph, telephone, facsimile machine, and electronic mail bids will not be accepted under any circumstances.

5. Sealed proposals forwarded to the Authority before the time of opening of proposals may be withdrawn at any time before contract award.

6. All prices and amounts must be written in ink or machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Authority. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the proposal.

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

8. Indemnification- Proposer shall indemnify and hold harmless the Authority from all claims, suits or actions, and damages or costs of every name and description to which the Authority may be subjected or put by reason of injury to the person or property of another, or the property of the Authority, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or sub-contractors in the delivery of goods and services, or in the performance of the work under the contract.

9. The proposer understands and agrees that its bid is submitted on the basis of the specifications prepared by the Authority. The proposer accepts the obligation to become familiar with these specifications.

IX. STATUTORY AND OTHER REQUIREMENTS

The following are requirements of this RFP.

1. **Mandatory Affirmative Action Agreement.** No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. All bidders are to sign and submit the Affirmative Action Agreement included herein. The full, required regulatory text is included as Appendix A of this request.

2. **Proof of Business Registration.** N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration prior to bid award. Bidders must however, be registered with the State at the time of the bid opening. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

3. **Qualification questionnaire.** The questionnaire must be properly executed and submitted with the bid. Failure to submit this questionnaire shall result in rejection of the proposal.

Please note that the wage rate for these services shall be \$17.51 plus \$4.60 fringes for Laborer Grounds Maintenance:

WD 15-4193 (Rev.-18) was first posted on www.SAM.gov on 03/15/2022

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
| Wage Determination No.: 2015-4193
Daniel W. Simms Division of | Revision No.: 18
Director Wage Determinations | Date Of Revision: 03/15/2022

Request for Proposals

Highland Park Housing Authority Landscape Contractor

Public Notice is hereby given that the Housing Authority of the Borough of Highland Park (Authority) will receive sealed proposals until 2:00 on Tuesday, May 3, 2020 for a Landscape Contractor for the maintenance of the grounds at the Authority's public housing complexes. The Request for Proposals may be downloaded from www.HighlandParkHousing.org or requested by email to CSmolder@optonline.net. Each proposal must be enclosed in a sealed envelope bearing the name and address of the proposer, endorsed and addresses to the Highland Park Housing Authority, 242 South Sixth Avenue, Highland Park, NJ 08904.

Proposers must be authorized to do business in New Jersey. Any Proposer which is a corporation not chartered under the laws of the State of New Jersey must submit an affidavit certifying that said corporation is authorized to do business in the State of New Jersey. Proposers are required to comply with the requirements of Public Law 1975, c.127 which pertains to "Non-Discrimination" and "Affirmative Actions", and Public Law 1977, c.33, which requires a Statement of Corporate Ownership.

Advertised: Home News – 4/18/22

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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 for the 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 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. 17:27-5.2 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 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 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.**

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

The contractor and the Housing Authority of the Borough of Highland Park (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Highland Park Housing Authority

BUSINESS REGISTRATION CERTIFICATE

Contractor should provide State Division of Revenue issued Business Registration Certificate with the bid submission.

FAILURE TO SUBMIT YOUR BUSINESS REGISTRATION CERTIFICATE PRIOR TO CONTRACT AWARD *WILL* RESULT IN THE DISQUALIFICATION OF YOUR BID!

Highland Park Housing Authority

Landscaping 2022 bid proposal form page 1

This bid proposal form is to be completed in its entirety. Please note that the written words prevail in the event of a discrepancy. Contractors are to provide the following prices for the applicable properties:

1. A price for the maintenance schedule for all properties as per section IV above for the entire 2022 season:

\$ _____ (_____)
Words

2. A breakdown of the entire maintenance schedule as per section V of the specifications for each property separately for the entire season:

Park Terrace Apartments: \$ _____ (_____)
(words)

Samuel J. Kronman Building: \$ _____ (_____)
(words)

3. Additional cuts for each property:

Park Terrace Apartments: \$ _____ (_____)
(words)

Samuel J. Kronman Building: \$ _____ (_____)
(words)

4. Additional fall cleanups for each property:

Park Terrace Apartments: \$ _____ (_____)
(words)

Samuel J. Kronman Building: \$ _____ (_____)

5. Mulching of all garden beds:

Park Terrace Apartments: \$ _____ (_____)
(words)

Samuel J. Kronman Building: \$ _____ (_____)
(words)

Yards of black dyed root mulch included in line 5: _____ yards

Highland Park Housing Authority

Landscaping 2022 bid proposal form page 2

SUBMITTED BY:

Company Name: _____

Address: _____

Phone#: _____ Fax#: _____

Email: _____

Federal ID# _____

Print Name/Title: _____

Signature: _____

Highland Park Housing Authority

REFERENCES

List at least 3 references. Please fill completely.

REFERENCE #1

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

REFERENCE #2

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Reference #3

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Qualification Questionnaire

Proposal for: Landscape Contractor

Name of Offeror: _____

(a) It shall be necessary for the offeror to present evidence that he has been in business for at least 1 year in this field and can submit a suitable record of satisfactorily completing similar contracts.

How many years have you been or engaged in business under your present firm or trade name?

_____ Years.

(b) How many years has your organization been performing the work required under this contract?

_____ Years.

(c) If a corporation, answer the following:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

(d) If a partnership, answer the following:

Date of Organization: _____

(e) If the contract is awarded to your firm, who will personally supervise the work?

(f) Are there any liens of any character filed against your company at this time? If so, specify the nature and amount of the lien.

(g) Give trade references:

(h) The Authority List the full names of employees or entities (sub-contractors) that may service the Authority properties:

The Contractor shall be responsible for the reliability and responsibility of the persons or entities performing the work described herein. The Contractor shall be notified in writing if the Authority has an objection to a proposed person or entity, at which time the Contractor may withdraw its proposal or submit an acceptable substitute person or entity. The same persons or entity must be used on the work during the contract term and not be changed except with the written consent of the Authority.

(i) Give full information concerning all of your contracts in progress or completed within the last 1 year, whether private or government contracts.

OWNER/LOCATION	DESCRIPTION	CONTRACT AMOUNT

APPENDIX A

List of Locations / Buildings

- 1. Samuel J. Kronman Apartments**
242 South Sixth Avenue
Highland Park, NJ 08904

One six-story high rise building housing 100 low income senior and / or disabled persons

Areas to be serviced: All areas around four sides of building including 'back yard' sloped area(s) leading to adjacent properties any trees from adjacent properties that may be hanging in on Authority property.

- 2. Park Terrace Apartments**
205-219 South Sixth Avenue
602-616 Benner Street
206-220 South Seventh Avenue
Highland Park, NJ 08904

Three 3 buildings housing 24 units for low income families:

Areas to be serviced: All Authority property surrounding all three buildings including any trees from adjacent properties that may be hanging in on Authority property.

APPENDIX B

Form of Contract For Landscape Contractor

This **AGREEMENT** made this ____ day of _____ in the year 2022 by and between

(Name of Contractor)
(Address)

hereinafter called the "Contractor," and the

Housing Authority of the Borough of Highland Park
242 South Sixth Ave., Highland Park, NJ 08904

hereinafter called the "Authority".

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

Article 1. Statement of Services. The Contractor shall furnish all labor materials, tools and equipment and shall perform and complete all work required for:

Cuts: Cuts shall be considered the following: cutting of all grass areas, trimming and edging of all sidewalks and garden bed areas, the removal of all weeds from grass areas, garden beds and sidewalks (in order to prevent weed encroachment) and the blowing of all grass and debris from all sidewalks and paved areas in order to present a neat appearance. Large clumps of grass shall not be left behind.

Cuts are expected to be performed according to the schedule in this section. Additional or fewer cuts shall be billed extra or credited by the per cut breakdown dollar amount indicated on the bid proposal form for each site. If additional cuts are needed, the contractor shall be notified by telephone.

Spring and Fall Cleanups: One spring and one fall cleanup shall be included in the overall base price. The spring clean-up, weather permitting, is expected to be completed by mid-May and shall consist of the following: removal of all garbage and litter from all garden beds, grass areas, sidewalks, bushes, etc.; all garden beds shall be weeded, cleaned and new edges established, removal of all seasonal leaves and branches from grass areas, establish new edges around all sidewalks and curbs and garden beds and the removal of all debris from the property in order to present a clean and neat appearance.

The fall cleanup is mainly the removal of leaves and all other work necessary to create a neat appearance. Only one fall cleanup shall be included as part of the base price. Additional fall cleanups shall be billed separately according to the bid proposal form for each site.

Fertilization: The Authority properties do not have irrigation systems, and as a result, minimal fertilization applications are required. The Authority requests early spring, early summer and late summer fertilization and pesticide protection. The following fertilization approach shall be utilized:

TBD

Tree and Shrub Trimming and Pruning: All trees and shrubs up to approximately 10 feet shall be trimmed once during the contract term (1 season). The contractor shall notify the Authority before these services are rendered. All debris is to be removed from the property. Additional trimming, if needed, shall be priced upon request.

Please note that the contractor is responsible for repairing turf, concrete and/or other Authority property that has been damaged during the course of performing any of the services above. If, for example, the contractor is cutting the grass after a heavy rain and ruts are left behind, the contractor will be responsible for filling in the ruts and restoring the site to its original state. Payment to the contractor may be withheld until such time the damages are repaired.

Schedule:

May: 3 cuts
June: 4 cuts
July: 4 cuts
August: 3 cuts
September: 3 cuts
October: 3 cuts
November: 1 cut and 1 fall clean up

Article 2. Term of Contract. This contract shall extend for a period of one landscape season, approximately May 1, 2022 through November 30, 2022. The contract shall be renewable for two additional seasons at the sole option of the Authority at the same rates stated in Article 5 below.

Article 3. Performance of Work. The Authority shall have the sole right and discretion to order work under his contract. The Authority reserves the right to award work of a similar nature, through other procurement methods, to other contractors.

Work shall be performed during the Authority's standard business hours, 8AM through 4:30PM, Monday through Friday, unless otherwise agreed upon between the contractor and the Authority.

Article 4. Work Requirements and Contractor's Responsibility. The Contractor shall be responsible for furnishing all materials, equipment, labor and transportation necessary to perform the work. The Contractor shall be equipped with all tools and equipment ordinarily and incidentally used in the performance of landscaping services as requested herein.

The Contractor shall not sub-contract any work under this contract without express prior written approval of the Authority.

The Contractor shall at all times keep the work area orderly and free from accumulations of waste materials. After completing the work, the Contractor shall remove all equipment materials and tools that are not the property of the Authority and leave the work area in a neat, clean and orderly condition. The Contractor shall remove and legally dispose of all debris off-site.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take all necessary health and safety precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the Authority, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

Article 5. Rates and Payments. The Authority shall pay the Contractor for all work, inclusive of all costs for materials, labor, tools and equipment _____ dollars and _____ cents (\$_____.____) per season, payable in seven (7) monthly installments of _____ dollars and _____ cents per month for the months of May through November 2022.

Additional cuts as defined in the specifications shall be billed at the rate of _____ (\$_____.____) per service at Park Terrace Apartments and _____ (_____.____) per service at the Samuel J Kronman building.

Additional fall cleanups as defined in the specifications shall be billed at the rate of _____ (\$_____.____) per service at Park Terrace Apartments and _____ (_____.____) per service at the Samuel J Kronman building.

Mulching, when requested by the Authority, of all garden beds at both locations shall be billed at the rate of _____ (_____.____) which shall include approximately _____ yards of black-dyed root mulch.

The Authority shall make payments not more frequently than monthly upon the completion of work by the Contractor and the presentation of an invoice. Payment shall be due within 45 days of receipt of the invoice by the Authority.

Article 6. Insurance. Before performing any work, the Contractor shall furnish the Authority with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

1. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
3. Automobile Liability on owned on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.

All Insurance shall be carried with companies which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the contract period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Authority.

Article 7. New Jersey Business Registration Requirements. The contractor shall provide to the Authority proof of the contractor’s business registration with the New Jersey Division of Taxation before contract award.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.34 (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 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.

Article 8. Contract Documents. Contract Documents shall consist of the following component parts:

1. This instrument;
2. The Request for Proposals dated 5/3/22;
3. The proposal submitted by the contractor dated 5/3/22;
4. Addenda (if any).

This instrument together with the document enumerated in this Article 8 form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 8 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first above written.

In the presence of:

_____ by _____
(Name)
(Title)
(Company Name)
(Phone Number)

In the presence of:

_____ by _____
Donna F. Brightman
Executive Director
Housing Authority of the Borough of Highland Park
732-572-4420