



LAKEWOOD TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY

Request for Proposals

PLEASE TAKE NOTICE that the Lakewood Township Municipal Utilities Authority (Authority) hereby solicits proposals for **LANDSCAPE MAINTENANCE for the 2020 season.**

Due to the current statewide health emergency, the Authority will not be accepting hand delivered proposals. All proposals must be submitted to the attention of Justin Flancbaum, Executive Director, via overnight or certified U.S. mail to 390 New Hampshire Ave, Lakewood, NJ 08701 and must be received by the Authority prior to May 1, 2020 at 10:00am. All proposals must be contained in a sealed envelope with the name and address submitting the proposal and marked "sealed proposal." **All attendees to the public opening are required to wear a mask or appropriate face covering and adhere to social distancing guidelines at all times.**

Anyone requesting additional information should contact Justin Flancbaum, Executive Director, at (732) 363-4422 or info@lakewoodmua.com.

Proposals for the below listed services are being solicited through a fair and open process in accordance with N.J.S.A.19:44A-20.5 et. seq. The following criteria will be used in the awarding of contracts for services:

1. Experience and knowledge in the field.
2. Availability to attend any meetings of the LTMUA and to service the needs of the Authority as requested by the Commissioners, Executive Director and staff.
3. Compensation proposal.
4. Any other factors deemed to be in the best interest of the Authority as detailed in the scope of services below.

In addition, the LTMUA reserves the right to consider the following other factors:

1. Does the vendor's proposal indicate a clear understanding of the scope of work and related objectives?
2. Is the vendor's proposal complete and responsive to the public notice and specifications?
3. Does the vendor have a record of honesty and moral integrity?
4. Does the vendor have a record of reliability?
5. Vendor's past performance to the Authority, and willingness to document same.
6. Vendor's past performance of similar services, and willingness to document same.
7. Does the vendor have an experienced, qualified staff to assist him in completing the Authority's assignments?
8. Are the vendor's resources, i.e. personnel, facilities etc. in reasonable proximity to Lakewood, New Jersey?

9. Will the vendor provide a timely, fully explained billing for his goods/services, including a comprehensive breakdown of specific tasks?
10. Is the vendor financially stable and strong?

Scope of Service:

Vendor shall provide all necessary labor and material to complete weekly maintenance program for the Authority as follows:

Contract to commence on May 5, 2020

Locations:

- Complex at 390 New Hampshire Ave.
- Woodlake lift station
- Ridge Ave. water tank
- Well houses 1,3,4,9,10,15, 18, &19
- Beacon Hill water tank
- Airport Rd. water tank
- Complex at 2000 Shorrock St.
- Leisure Village East lift station
- County Line Manor lift station

Work to be performed:

All work will be performed to enhance the curb line appeal of the Authority's properties. Specific work to be performed as follows:

A) One time spring clean up as follows at all locations:

- 1) **Trim Bushes**
- 2) **Trim trees overhanging buildings and growing over fence line**
- 3) **Clean leaves**
- 4) **Mulch beds located 390 New Hampshire Ave. and 2000 Shorrock St.**
- 5) **Remove all debris & leaves**
- 6) **Kill weeds at all shrub beds, sidewalks, driveways, & entrances**
(Chemicals may NOT be used to kill weeds at any of our well sites, weeds MUST be pulled)
- 7) **Reseed as necessary and fertilize all grassed areas**
- 8) **Plant annuals in the planters on both sides of our sign on our front lawn at 390 New Hampshire Ave.**

B) Weekly Maintenance at all locations as follows:

- 1) **Cut grass**
- 2) **Weed whack**
- 3) **Weed shrub beds**
- 4) **Edge sidewalks**
- 5) **Blow off pavements & sidewalks**
- 6) **Remove all debris**

C) Fall Clean up as follows:

1) Remove leaves & debris from all locations weekly until all the leaves have fallen or December 15, 2020, whichever is later.

- **All Materials and debris must be disposed at a location acceptable to the Authority**
- **Contractor must be able to abide by all terms & conditions set forth in the Service Contract attached to this Request for Proposals**

- All work will be performed in accordance with LTMUA specifications.

- Contractor must be licensed and insured in the State of NJ

- A Disclosure of Investment activities in Iran must be completed and submitted together with the proposal

- A current NJ Business Registration Certificate must be submitted together with the proposal

Service Contract
(Landscape Maintenance-2020 Season)

1. Agency: Lakewood Township Municipal Utilities Authority ("Authority")

2. Independent Contractor: _____

3. Name and Phone Number and Emergency Phone Number of Contact Person at Independent Contractor: _____

4. Work to be Performed. The Authority and the Independent Contractor agree that the Independent Contractor will perform the following work in accordance with this contract: Landscape Maintenance, As set forth on Schedule A attached hereto and made a part hereof, it being understood that in the event of any conflict between the terms of Schedule A or of any other Schedule, and the terms of this contract, the terms of this printed contract shall prevail.

5. Consideration and Terms of Payment.

A. The Independent Contractor shall be paid by the Authority according to the following terms and conditions: As set forth on Schedule B attached hereto and made a part hereof.

B. The compensation set forth above shall constitute the Independent Contractor's entire compensation, including all expenses incurred by the Independent Contractor in the performance of this contract. The Independent Contractor shall have no power to incur any debts or other obligations on behalf of the Authority.

6. Term of Contract. This contract shall commence on _____ and shall terminate on _____.

7. Material, Supplies, Equipment and Tools. The Independent Contractor shall supply, at its own expense, all/materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this contract. The Independent Contractor shall be liable for any loss or damage occurring to such materials and equipment.

8. Payroll Taxes. Payroll taxes including federal, state and local taxes shall not be withheld or paid by the Authority on behalf of the Independent Contractor or for the employees of the Independent Contractor. The Independent Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. The Independent Contractor shall be responsible to pay all taxes as mandated by law.

9. Fringe Benefits. Since the Independent Contractor is not an employee of the Authority's business, it is not eligible for and shall not participate in any employer benefit of the Authority including pension, health or other fringe benefits.

10. Worker's Compensation and Insurance. The Authority shall not obtain worker's compensation insurance on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor shall comply with the worker's compensation law concerning its business and its employees and shall provide a certificate of insurance, (or other proof of such compliance acceptable to the Authority), to the Authority prior to the commencement of work under this contract and, in no event, shall payments be made by the Authority under this contract prior to receipt of such proof. Independent Contractor will provide a Certificate of Insurance , prior to work commencing, (and, in any event, before any payments are made to the Independent Contractor under this contract), for general liability insurance, (with a \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, minimum), naming Authority as additional named insureds, on a primary basis. The Independent Contractor shall also provide automobile liability insurance at \$2,000,000.00 combined single limit for

bodily injury and property damage and an Umbrella Policy with a \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, minimum. The Certificate shall reflect that the insurance may not be canceled except upon thirty (30) days prior written notice to Authority and shall further reflect that the insurance policy includes a waiver of subrogation as to the Authority and the other entities listed in this paragraph.

11. Termination.

A. Authority may terminate this contract by giving 30 days written notice to the Independent Contractor of its intent to terminate this contract. Such termination may be made with or without cause. During the 30 day period after such notice is sent, the parties shall continue to act toward each other in good faith.

B. Authority may terminate this contract with reasonable cause effective immediately upon the giving of written notice of the termination for cause. The grounds for reasonable cause shall include: material violation of this contract, and/or any act exposing the Authority or any of its related entities to liability for personal injury or property damage.

12. Indemnity. The Independent Contractor shall indemnify and hold Authority harmless from any claim, liability, loss or damage, including cost of defense and attorneys fees, arising by reason of the death or personal injury of persons, injury to property or other loss or damage resulting from the Independent Contractor's alleged or actual negligent act or omission.

13. Non-waiver. The failure of either party to this contract to exercise any of its rights under this contract at any time does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

14. Declaration by Independent Contractor. The Independent Contractor declares and states that it has complied with all federal, state and local laws regarding business permits and licenses, or otherwise, that may be required to legally carry out the work to be performed under this contract.

15. Notices. Any notice given in connection with this contract shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. Assignment of Contract. The Authority may assign this contract at any time to any successor in interest or to any related party. The Independent Contractor shall not be allowed to assign this contract in whole or in part. Any attempt to assign this contract by the Independent Contractor shall be null and void.

17. Governing Law. This contract shall be governed, construed and interpreted in all respects in accordance with the laws of the State of New Jersey. The Superior Court of the State of New Jersey, in the County of Ocean, shall have jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

18. Entire Contract. This is the entire contract between the parties and cannot be changed or modified orally. This contract may be supplemented, amended or revised only by a writing which is signed by each of the parties.

19. Severability. If any part of this contract shall be held to be unenforceable, the rest of this contract should nevertheless remain in full force and effect.

20. Insurance/Insurance Certificates. Independent Contractor will provide a Certificate of Insurance , prior to work commencing, (and, in any event, before any payments are made to the Independent Contractor under this contract), for general liability insurance, (with a \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, minimum), naming Authority as additional named insureds, on a primary basis. The Certificate shall reflect that the insurance may not be canceled except upon thirty (30) days prior written notice to Authority and shall further reflect that the insurance policy includes a waiver of subrogation as to the Authority and the other entities listed in this paragraph.

Dated: _____

By: Lakewood Township Municipal Utilities Authority

By: _____
Justin Flancbaum, Executive Director

Dated: _____

By: _____
(Company Name)

By: _____
(Signature)

(Print Name & Title)

Schedule A

Work to be Performed and Additional Provisions

(Schedule attached hereto.)

Schedule B

Rates and Other Payment Terms

(Schedule attached hereto.)

Schedule A
(Landscape
Maintenance)

Work to be Performed and Additional Provisions

Vendor shall provide all necessary labor and material to complete weekly maintenance program for the Authority as follows:

Locations:

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1) Remove leaves & debris from all locations weekly until all the leaves have fallen or December 15, 2020, whichever is later.

- **No subcontractors will be used unless authorized by the Lakewood Township Municipal Utilities Authority**

D) Independent Contractor will repair or replace any damaged property, including but not limited to, trees, shrubs, turf, roads, curbs, concrete, brick pavers, concrete bumpers, signs, sign poles, automobiles or light poles caused landscape maintenance, or as a result of any act or omission by Independent Contractor, its employees, agents or subcontractors.

E) Independent Contractor will let its presence be known to Authority prior to and upon completion of, any work that needs to be performed.

F) Wherever noted herein, Authority's representative shall be the Authority's Operations Manager, or in the event of his absence his designee.

Schedule B
(Landscape
Maintenance)
Rates and Other Payment Terms

All invoices from independent contractor must be submitted on the standard voucher form of the Authority and submitted to the Authority at least ten (10) days prior to its monthly board meeting which normally occurs on the first Tuesday of every month. All approved vouchers are paid on or about the 15th of the month following the meeting.

