

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AWARDING CONTRACT TO S. ROTONDI & SONS, INC. FOR THE
HAULING AND DISPOSAL OF LEAVES TO A COMPOST FACILITY

WHEREAS, specifications were prepared and bids were received on July 9, 2019 for the hauling and disposal of up to 12,000 cubic yard of leaves for the years 2020-2024 to a New Jersey DEP approved compost facility; and

WHEREAS, bids were received from the following:

- | | | |
|----------------------------|---------------|------------|
| 1. S. Rotondi & Sons, Inc. | \$9.45/cu yd. | \$113,400. |
| Summit, NJ 07902 | | |

WHEREAS, the Purchasing agent, in conjunction with the Director of Public Works, recommends that the award of the contract be made to S. Rotondi & Sons, Inc. PO Box 1407, Summit, NJ 07902 for the years 2020-2024 with the option to opt out of said contract after three years; and

WHEREAS, S. Rotondi & Sons, Inc. is considered a responsible bidder; now

THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it does concur with the recommendation of the Purchasing agent, in conjunction with the Director of Public Works, and does recommend that an award of contract for the hauling and disposal of up to 12,000 cubic yards of leaves for the years 2020-2024, with option to opt out of said contract after three years, to a NJ DEP approved compost facility be made to S. Rotondi & Sons, Inc., PO Box 1407, Summit, NJ 07902 in accordance with their bid received and based upon availability of funds; and

BE IT FURTHER RESOLVED, by the Board of Trustees of the Township of South Orange Village that the Village President and Village Clerk are hereby authorized to execute a contract for the aforementioned services.

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CERTIFICATION OF AVAILABLE FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

*TO BE INCLUDED IN 2020-2024 BUDGETS

NTE \$113,400.00

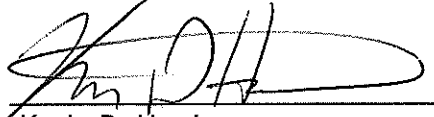
Line Item	Description	Amount
004-000-000		2019-07-19
Christopher Battaglia, CFO		Date

#

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke			X			
Coallier			X			
Hartshorn Hilton	X		X			
Jones			X			
Schnall			X			
Zuckerman		X	X			

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on August 26, 2019.


Kevin D. Harris
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

PROPOSAL FOR:

**TRUCKING OF LEAVES
2020 - 2024**

BIDS:
DATE: July 9, 2019
TIME: 10:00 A.M.
PLACE: MUNICIPAL OFFICES
76 SO. ORANGE AVE. #302
SOUTH ORANGE, NJ

NOTICE TO BIDDERS

TOWNSHIP OF SOUTH ORANGE VILLAGE

SEALED PROPOSALS will be received by the township of South Orange Village, County of Essex, State of New Jersey, at Village Offices located at 76 South Orange Avenue, 3rd Floor Conference Room, South Orange, NJ on Tuesday, July 9, 2019 at 10:00am, prevailing time or shortly thereafter, and at that time and place publicly opened and read for:

**TRUCKING OF LEAVES
FOR THE YEARS 2020-2024**

Copies of the contract documents may be obtained on the Village website, www.southorange.org. The Township of South Orange Village reserves the right to waive any informalities or irregularities in the bid received, and reject any and/or all bids as in its judgment may best serve the interest of the Township. The Township shall have a minimum of sixty (60) days from the receipt of bids to either accept or reject them.

The successful Bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Pursuant to P.L. 1999,c.238, all contractors must register with the State and provide a copy of the registration with the bid.

PURSUANT TO P.L.2004,c.57, EFFECTIVE SEPTEMBER 1, 2004, THE SUCCESSFUL BIDDER SHALL ALSO BE REQUIRED TO COMPLY WITH THE PROVISION OF THE NEW BUSINESS REGISTRATION LAW.

BY ORDER of the Township of South Orange, Essex County, New Jersey.

Ellen Foye Malgieri
Purchasing Agent

TOWNSHIP OF SOUTH ORANGE VILLAGE

2020-2024 TRUCKING OF LEAVES

PROPOSAL PAGE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.	Loading and Trucking of Leaves	12,000 c.y.	\$ 9.45	\$ 113,400.00

NAME AND ADDRESS OF NJDEP APPROVED COMPOSTING FACILITY TO BE USED FOR
THIS CONTRACT:

S. ROTONDI & SONS, INC. HARMONY COMPOST FACILITY
139 REEDER RD. Harmony New Jersey 08865
FACILITY ID # 132742

This proposal is hereby respectfully submitted by:


(Bidder's Signature)

7/9/19
(Date)

PO BOX 1407 Summit, N.J. 07902
(Bidder's Business Address)

973-635-7799
(Company Telephone Number)

TOWNSHIP OF SOUTH ORANGE VILLAGE

2020 - 2024 TRUCKING OF LEAVES

SPECIFICATIONS

INTENT:

It is the intention of the Township of South Orange Village to secure the services of a contractor who will furnish the appropriate trucks and drivers to remove up to 12,000 cubic yards of leaves per contract year from the Public Works site located at 300 Walton Avenue, South Orange, N.J. 07079.

CONTRACT LENGTH AND HOURS OF OPERATION

This contract is for the years 2020-2024. Each contract year is from October through December. Hours of operation shall be from 6:30AM to 3:30PM Monday through Friday, subject to change by the Director of Public Works.

INSURANCE:

The successful contractor shall provide a Certificate of Insurance to the Township prior to the commencement of any work. Please refer to the attached insurance requirements.

SCOPE OF SERVICES

Leaves must be removed biweekly or as directed by the Public Works Director during the term of the contract, from October through December, and hauled to a New Jersey Department of Environmental Protection approved CLASS C composting facility. Contractors must be capable of removing up to 700 cubic yards of leaves daily from the Public Works site. Method of services shall be directed by the Public Works Director. A call one day in advance shall be provided. Leaves shall not be removed on Saturdays unless otherwise authorized. It is the intention of the Township to try and not exceed 1,000 cubic yards of stockpile because of limited space. This contract shall not exceed 12,000 cubic yards. Contractor must also provide daily truckload tickets to the Department of Public Works. Contractor must also provide loader and operator for the loading of trucks. Loader should be large enough to accommodate loading of 100 cubic yard trailers.

Volume reduction of the leaves at the Public Works site is not allowed.

The contractor shall limit their truck size to a maximum of 100 cubic yard trailers. Trucks larger than 100 cubic yards capacity are not acceptable.

Contractor shall provide the name and telephone number of a contact person who can be reached each day for the purpose of discussing the Township's trucking needs.

COMMENCEMENT OF WORK:

The Township of South Orange shall issue a purchase order to the successful contractor to commence contract.

QUESTIONS: If you have any questions about the specifications, please contact Mike Candarella, Supervisor Public Works at 973-378-7741, ext. 225.

INSURANCE AND INDEMNIFICATION:

Insurance requirements:

Worker's Compensation and Employer's Liability Insurance — This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$1,000,000.00

General Liability Insurance — This insurance shall have limits of not less than \$500,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder.

Automobile Liability Insurance — This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$500,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

CERTIFICATES OF THE REQUIRED INSURANCE

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

INDEMNIFICATION

Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

GENERAL INSTRUCTIONS TO BIDDERS

(Note that this General Instructions to Bidders together with the Contract, Notice to Bidders, Contractor's Bid, Specification, Plans and all attachments and required forms shall become part of the Contract Documents. Terms bearing initial capital letters are defined herein and as provided for in Section 27.)

1. PREQUALIFICATION OF BIDDERS

Prequalification of Bidders will not be required (X)

Prequalification of Bidders is required ()

(See *Prequalification Questionnaire* for details)

2. SUBMISSION OF BIDS

- A. Sealed Bids shall be received in accordance with public advertisement, as required by law; a copy of said notice being attached hereto and made a part of this General Instructions to Bidders (hereinafter "GIB").
- B. Each Bid is to be submitted on the Proposal Form attached, in a sealed envelope (1) addressed to the Purchasing Agent, (2) bearing the name and address of the Bidder on the outside, and (3) clearly marked "BID" with the name of the item(s) being Bid. Bids on forms other than herewith provided will be rejected.
- C. It is the Bidder's responsibility to see that Bids are presented to the Purchasing Agent on or before the hour and at the place designated. Bids will not be accepted after the designated time and date.
- D. The Township of South Orange Village ("the Village") reserves the right to postpone the date for presentation and opening of Bids and will give written notice of any such postponement to each prospective Bidder as required by law.

3. BID GUARANTEE

A. REQUIRED FOR CONTRACT - YES X NO

Bidder shall submit with the Bid a certified check, cashier's check or Bid bond in the amount of ten percent (10%) of the total price, but not in excess of \$20,000, payable to the Township of South Orange Village ("Bid Guarantee").

- B. The check or bond of the unsuccessful Bidder(s) shall be returned as prescribed by law. The check or bond of the Bidder to whom the Contract is awarded shall be retained until a Contract is executed and the required Performance Bond or other security is submitted.

- C. If the successful Bidder fails to enter into a Contract within 21 days from the date of notification to do so, then the certified check or Bid bonds deposited by him shall, at the option of the Village, be retained as liquidated damages.

4. **PERFORMANCE/PAYMENT BONDS**

- A. ☒ are required.
- B. ☐ are not required.

C. **CONSENT OF SURETY**

Bidder shall submit with the Bid a certificate (Consent of Surety) with power of attorney for full amount of Bid price from a surety company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said Bidder with a performance bond in the full amount of the Bid. This certificate shall be obtained in order to confirm that the Bidder to whom the Contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said Bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the Contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a Consent of Surety form shall result in rejection of the Bid.

D. **PERFORMANCE BOND**

Bidder shall simultaneously with the delivery of the executed Contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable Bid as security for the faithful performance of this Contract ("Performance Bond").

The Performance Bond provided shall not be released until final acceptance of the whole Work and then only if any and all liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

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

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

Bidder shall with the delivery of the Performance Bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the Work performed under the Contract ("Payment Bond").

Failure to submit a Payment Bond with the Performance Bond shall be cause for declaring the Contract null and void.

5. QUOTATIONS AND BIDS

- A. The Village is exempt from any local, state or federal sales, use or excise tax.
- B. Bids must be signed in ink by the Bidder; all quotations shall be machine-printed or in pen and ink. Those who may sign Bids or any of the Contract Documents warrant that they have the authority to do so. Any quotation or Bid showing any erasure or other alteration must be initialed by the Bidder in ink. Unit prices and totals are to be inserted in spaces provided on the Proposed Form.
- C. Failure to sign and give all information in the Bid may result in the Bid being rejected.
- D. Following award of the Contract and without invalidating the Contract, the Village may order extra items or make changes by altering, adding to or deducting from the items, with the Contract sum being adjusted accordingly. Materials and workmanship for additional items shall conform to that in the original Specification. No extra items or changes shall be made unless in pursuance of a written order from the Purchasing Agent, and no claim for an addition or credit to the Contract sum shall be valid unless so ordered.
- E. Prices for furnishing all of the material described shall be provided in the Proposal Form. Prices shall be net including all transportation charges fully prepaid by the Contractor F.O.B. destination as designated by the Village. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.
- F. Carelessness in quoting prices or in preparation of the Bid will not relieve the Bidder from performance of the services required by these Bid documents.
- G. The inability of any Bidder to quote on all items listed in the Notice to Bidders will not preclude consideration of his Bid.
- H. Bidders shall submit net prices with all discounts taken into consideration and total lump sum for all items they are eligible or interested in Bidding upon. Prices quoted shall be net with all discounts deducted and subject only to cash discounts for prompt payment of invoice.
- I. In accordance with the Notice to Bidders, Bids will be received for the performance of the Work, the prices for which shall cover all costs of any nature, incident to and growing out of the Work. Such costs shall include, but are not limited to, the cost of all labor, material, equipment, transportation and all else necessary to perform and complete the Work in the manner and within the time required, including all incidental expenses and costs resulting from any loss, damage or destruction of materials, equipment or the Work in progress.

- J. When an error is made in calculating the total Bid amounts, the line item unit Bid price will govern. No price escalation will be permitted after quote has been submitted.
- K. No Bidder will be allowed to offer more than one price on the items requested even though he may feel that he has two or more types that will meet Specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one price on said item in same Bid all prices for that item may be rejected at the discretion of the Village.
- L. Bidders may submit more than one Bid for the products described herein by submitting a separate envelope for each Bid which contains the complete Bid information and surety as required.
- M. Any Bidder may withdraw his Bid at any time before the time set for receipt of Bids. No Bid may be withdrawn in the 60 day period after the Bids are received.
- N. Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances.

N.J.S.A. 40A:11-23.3 authorizes a Bidder to request withdrawal of a public works Bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final Bid computation.

A Bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to the PURCHASING AGENT at the complete address to which the Bid was submitted. The Bidder must request withdrawal of a Bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the Bids. Since the Bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Purchasing Agent may contact all Bidders, after Bids are opened, to ascertain if any Bidders wish to, or already have exercised a request to withdraw their Bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder's request to withdraw the Bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the Village pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Village will not consider any written request for a Bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a Bidder in the preparation of a Bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of Bids.

- O. All required forms shall be completed and attached to the Bid.

- P. Before submitting a Bid, the Bidder shall be familiar with the plans, Specifications and other documents that will form parts of the Contract documents, shall have investigated in detail the site of the project and shall have made such examination thereof as may be necessary to be satisfied with regard to the character and amount of Work involved. The Bidder shall also be satisfied that it can secure the necessary labor and equipment, and that the materials it proposes to use will comply with the requirements and can be obtained in the quantities and at the time required.
- Q. Bidders are alerted to the attached checklist of required submissions ("Checklist").

6. CHANGE ORDERS

The quantities of equipment, services and supplies advertised by the Notice to Bidders are based on current needs and estimated projections. If requirements change and funds become available, the Village reserves the right to issue change orders increasing or decreasing the estimated quantities. Such revisions may be made throughout the term of the Contract.

7. INTERPRETATION AND ADDENDA

- A. No oral interpretation or representation shall be made to any Bidder with respect to the meaning of any term in any of the Contract Documents. Only written requests, responded to in writing, shall be effective to modify any of the Contract Documents.
- B. All requests for interpretations shall be made in writing, addressed to the Purchasing Agent, who shall send such written instructions/interpretations as may be required to all Bidders.
- C. Any interpretations of the Contract Documents and any supplemental instructions will be in the form of a written addendum which will be forwarded to all prospective Bidders of record by Certified Mail not later than five (5) working days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive addenda shall not relieve the Bidder from any obligation under its Bid submitted.
- D. All addenda issued prior to date of receipt of Bids shall become part of the Contract Documents and, as may be appropriate, included in Bid prices.
- E. Bidders are required to complete, when appropriate, the form acknowledging receipt of changes to Contract Documents.
- F. The Village's interpretation of the meaning and intent of provisions in the Contract Documents shall be final and conclusive.
- G. In the event of any discrepancy or conflict between provisions in the Contract Documents, the provision with more specific language shall take precedence.

over any with more general language, and the more stringent provision shall take precedence over the less stringent.

8. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. In accordance with prevailing statutes, and whenever available, only manufactured and farm products produced in the United States shall be used in connection with this Contract.
- B. Brand names and or descriptions used in this Bid are to acquaint Bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality. Variations between materials described and the materials offered are to be fully explained by the Bidder on a separate sheet and submitted with the Bid. Vendor's literature will not suffice in explaining exceptions to Specifications. In the absence of any changes by the Bidder, it will be presumed and required that materials as described in the Specifications shall be delivered.
- C. The Village reserves the right to evaluate the equivalency of a product, which, in its judgment, meets the requirements of the Village.
- D. Consistent with Section 18B, the Contractor shall hold and save harmless the Village, and all parties referred to in Section 18B from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of the Contract.
- E. Wherever practical and economical for the Village, it is desired that recycled or recyclable products be used. Please indicate when such products are being offered.

9. AWARD OF BID

- A. The Village reserves the right to accept or reject any or all Bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible Bidder, if it is in the best interest of the Village to do so. Without limiting the generality of the foregoing, any Bid which is incomplete, obscure or irregular may be rejected; any Bid having erasures or corrections in the price sheet may be rejected; any Bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any Bid accompanied by any insufficient or irregular certified check, cashier's check or Bid bond may be rejected.
- B. The Village further reserves the right to award each item separately to the lowest responsible Bidder meeting Specifications or to make an award based on the total Bid to the Bidder whose total sum is the low Bid meeting the Specifications, whichever is in the best interest of the Village. Without limiting the generality of

the foregoing, the Village reserves the right to award a Contract based on either option that may be described in the Bid or based on any combination thereof.

- C. The Village reserves the right to accept any equal or tie Bids and at its discretion to award the Contract to any one of the tie Bidders.
- D. Should the Bidder, to whom the Contract is awarded, fail to enter into a Contract, the Village may then, in its discretion, accept the Bid of the next lowest responsible Bidder.

10. NEW JERSEY PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., Contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The Contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The Contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssp/lspubcon.html.

11. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit which is attached and a part of this GIB, shall be properly executed and submitted with the Bid.

12. NON-DISCRIMINATION

The successful Bidder shall prohibit discrimination in employment practices such as recruitment, rates of pay, upgrading, layoff, promotion, and selection for training. Bidders may not make distinctions based on race, color, religion, sex, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in Armed Forces of the United States, or national origin in recruitment or advertising efforts, employment opportunities, wages, hours, job classifications, seniority, retirement ages, or job fringe benefits such as employer contributions to company pension or insurance plans. The successful Bidder shall insert a similar provision in all subcontracts for services to be rendered in connection with this Bid.

13. REQUIRED AFFIRMATIVE ACTION EVIDENCE

No firm shall be awarded a Contract unless it complies with the affirmative action regulations of P.L. 1975, c. 127, as amended from time to time, and the Americans With Disabilities Act.

A. Procurement, Professional and Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the Contract one of the following:

- (1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- (2) A photocopy of their Certificate of Employee Information Report, or
- (3) A completed Affirmative Action Employee Information Report (AA302 - Available upon request)

B. Construction Contracts

All successful Contractors must submit within three days of the signing of the Contracts an Initial Project Manning Report (AA201 - available upon request) for any Contract award that meets or exceeds the Bidding threshold.

14. WORKER AND COMMUNITY RIGHT TO KNOW ACT

Should the Bid require the production or use of chemical substances or mixtures, the New Jersey Worker and Community Right to Know Act shall apply. That act provides that the manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the provisions of N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq. Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished

15. STATEMENT OF CORPORATE OWNERSHIP

Pursuant to N.J.S.A. 52:25-24.2, no corporation or partnership shall be awarded any Contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the Bid or accompanying the Bid of said corporation or partnership, Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the Bid. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the Bid.

16. ASSIGNMENT AND ACQUISITION/MERGER OF BUSINESS

A successful Bidder may not assign the benefits and/or obligations of a resulting Contract. However, at the discretion of the Village, a business entity which may succeed by reason of purchase or merger to the Contract interests of a successful Bidder, may continue to perform the Contract if it assumes and ratifies all of the

undertakings of the successful Bidder. Such assumption/ratification shall include the reissuance of all required documentation, including bonds, in the name of the successor entity.

17. INSURANCE REQUIREMENTS

- A. The Bidder/Contractor must secure and maintain the following insurance coverage during the term of this Contract (unless an exception is provided herein):
- (1) All statutory workers compensation and employer liability coverage required to be held by law; and
 - (2) Comprehensive, all risk general liability coverage for personal injury and property damage liability of not less than one million dollars (\$1,000,000) combined single limit bodily injury/death/property damage for each occurrence; and
 - (3) Automobile bodily injury and property damage liability coverage of not less than one million dollars (\$1,000,000) combined single limit bodily injury/death/property damage for each occurrence.
- B. Within 48 hours of the Resolution awarding the Contract, the successful Bidder shall provide the Village with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of the Contract and naming the Village, its elected officials, officers, employees, agents and consultants as additional insureds. In addition, the certificate of insurance shall contain the following:
- (1) Name and address of Insured.
 - (2) A reference to the subject Contract.
 - (3) The number and description of each policy in force on the date of the Certificate.
 - (4) The expiration date of each policy shown as well as the amount of the coverage provided by each policy.
 - (5) A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the Purchasing Agent by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Board of Trustees.
- C. When any required insurance policy expires during the term of the Contract, it shall be the responsibility of the Contractor to provide the Village with additional Certificates of Insurance in compliance with all required coverage.

- D. Submission of proof of the required insurance coverage in the form of a Certificate or Certificates of Insurance is a condition precedent to Contract award. After receipt of a sufficient Performance Bond and other submissions required by this GIB, the Bid will be accepted and a purchase order will be forwarded to the successful Bidder.

18. ALTERNATE DISPUTE RESOLUTION AND INDEMNIFICATION

- A. Any dispute arising out of or relating in any way to the Contract Documents that this General Instructions to Bidders is a part of, shall be resolved by final, binding, conclusive arbitration before a retired judge of the Superior Court of New Jersey or the United States District Court, sitting as a single arbitrator in a summary fashion. It is the intention to limit prehearing discovery to such matters as the arbitrator determines to be essential for a just and equitable resolution of the dispute. The parties shall agree upon the appointment of such an arbitrator and, failing agreement, any party may petition the Superior Court, Essex County, to appoint one. The arbitrator shall determine all procedural rules and questions. The successful Bidder shall include the same alternate dispute resolution provision in all of its subcontracts. Notwithstanding any provision in the Contract Documents to the contrary, it is intended that this Section 18A shall be the sole means of dispute resolution.
- B. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village, its elected officials, officers, employees, agents and consultants, from and against claims, damages, losses, costs, injuries, suits, actions, liabilities, and expenses (collectively, "Claims"), including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, including, but not limited to, the loss of life, bodily injury or property damage which Claim is occasioned wholly or in part by an act or omission of Contractor, its agents, contractors, employees, servants, licensees or invitees, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

19. PAYMENT/LIEN WAIVERS

Payment will be made pursuant to the Prompt Payment Act, N.J.S.A. 2A:30A-1 et seq., after a properly executed Village voucher has been received and formally approved on the bills list by the Board of Trustees of the Village at its subsequent regular meeting, and paid during the Village's subsequent payment cycle. As a condition of payment, the Village may require such lien waivers that in its sole judgment are necessary and reasonable. Contractor shall be advised, in writing, within 20 days of receipt of any invoice of the amount to be withheld and the reason for withholding payment.

20. ONE YEAR MAINTENANCE GUARANTEE

Upon acceptance of the Work by the owner, the Contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed _____% of the project costs guaranteeing against defective quality of Work or materials for the period of:

1 year ☐

2 years ☐

21. PURCHASE FROM STATE CONTRACT OR OTHER PUBLIC ENTITIES

During the term of any Contract, the Village reserves the right to purchase any of the specified materials and/or services through the New Jersey Cooperative Purchasing Agreement ("State Contract"), or through an agreement of any other eligible public entity, if it is in the Village's best interest to do so.

22. GOVERNING LAW, STATE AND FUNDING

All Contracts shall be governed by and construed in accordance with the laws of the State of New Jersey. All Contracts are subject to the availability and appropriation of funds annually.

23. USE OF SUBCONTRACTORS

Bidders that propose using one or more subcontractor for any of the four specialized "sub-prime" categories (plumbing & gas fitting and all kindred work; steam power plants, steam & hot water heating & ventilating apparatus and all kindred work; electrical work; structural steel and ornamental iron work) must submit a certificate with their Bids listing each subcontractor named in the Bid for the category. The certificate must set forth the scope of work for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to each subcontractor, should the Bidder be awarded the Contract.

24. BUSINESS REGISTRATION AND PUBLIC WORKS CONTRACTOR REGISTRATION

A. BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Bidder submit proof of business registration with the Bid. 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/nibgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this Contract:

- 1) The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;

- 2) Prior to receipt of final payment from the Village, a Contractor must submit to the Village an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this Contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a Contract with the Village. Information on the law and its requirements is available by calling (609) 292-1730.

B. THE PUBLIC WORKS CONTRACTOR REGISTRATION

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime Contractor and any listed subcontractors named in the Contractor's Bid proposal shall possess a Public Works Contractor Certificate *at the time the Bid proposal is submitted*. After Bid proposals are received and prior to award of Contract, the successful Contractor shall submit a copy of the Contractor's certificate along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work pursuant to the Contract. It is the general Contractor's responsibility that all non-listed sub-Contractors at any tier have their certificate prior to starting work.

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

The law defines "public works projects" as Contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under Contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- Public work shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds....

- Maintenance work means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a Contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lse/lspubcon.html.

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

25. TIME/LIQUIDATED DAMAGES

The time provided for in the Contract for commencement and completion of the Work are of the essence. Failure to complete the Work as required by the Contract Documents within the time specified, shall subject the Contractor to liquidated damages of \$_____ per day.

26. RETAINAGE

☐ Retainage shall not be required.

☐ Retainage of two percent (2%) shall be required pursuant to N.J.S.A. 40A:11-16.3.

27. DEFINED TERMS

As used herein, the following words will have the following definitions:

- **Bid:** A response submitted to the Village's Purchasing Agent in response to a Notice to Bidders.
- **Bidder:** One submitting a Bid.
- **Bid Guarantee:** As defined in Section 3A.
- **Board of Trustees:** The governing body of the Township of South Orange Village.
- **Check List:** As defined in Section 5Q.
- **Consent of Surety:** As defined in Section 4C.

- **Contract:** An agreement approved by resolution of the Board of Trustees and entered into between the Village and a successful Bidder.
- **Contract Documents:** The Contract, together with the GIB, Notice to Bidders, Contractor's Bid, Specification, plans and all other required forms and Bid submittals.
- **Contractor:** A successful Bidder to whom the Board of Trustees has, by resolution, awarded a Contract.
- **GIB:** As defined in Section 2A.
- **Notice to Bidders:** The advertisement required to be published pursuant to N.J.S.A. 40A:11-23.
- **Non-Collusion Affidavit:** As defined in Section 11.
- **Payment Bond:** As defined in Section 4E.
- **Performance Bond:** As defined in Section 4D.
- **Pregualification Questionnaire:** The document adopted by the Board of Trustees pursuant to N.J.S.A. 40A:11-26.
- **Proposal Form:** The form attached to the GIB whereon all Bids must be submitted.
- **Purchasing Agent:** The individual designated by the Board of Trustees to administer the purchasing activities of the Village pursuant to the provisions of N.J.S.A. 40A:11-1 et seq.
- **Specifications:** The description of goods and/or services to be purchased whether provided as a separate document or included within other Contract Documents.
- **Village:** As defined in Section 2D.
- **Work:** The combination of labor and material necessary to satisfy the requirements of the Contract Documents.

08/23/04

Taxpayer Identification# 221-942-764/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.


Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, please call our Registration Hotline at (800)292-1730.

I wish you continued success in your business for years to come.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 285 TRENTON, NJ 08646-0285
TAXPAYER NAME: S. ROTONDI & SONS, INC.	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 221-942-764/000	SEQUENCE NUMBER: 00105564	
ADDRESS: 3 WATCHUNG AVE CHATHAM NJ 07825	ISSUANCE DATE: 08/23/04	
EFFECTIVE DATE: 01/04/72		
FORM-BRC(08-01)	Acting Director	

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

New Jersey Business Registration

(Attach Certificate)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

S. ROTONDI & SONS, INC. as Principal, Bondex Insurance Company
as Surety, are hereby and firmly bound unto the Township of South Orange,
in the penal sum of TEN PERCENT of amount of bid, not to exceed TWENTY
THOUSAND and 00/100 Dollars (10% not to exceed \$20,000.00) for payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors,

Signed this 9th day of July, 2019.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a
certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for:

"Trucking of Leaves 2020-2024"

NOW, THEREOF, if said Bid shall be rejected, or, in the alternative,

If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract provided
(properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract,
and shall in all other respects perform the Agreement created by the acceptance of the Bid.

Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood
and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount
of this obligation as herein stated.

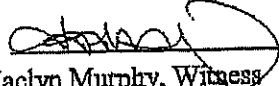
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in
no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals, and such of them as are corporations having caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Surety: Bondex Insurance Company

By: 

Antonina Baguley, Attorney-in-Fact


Jaclyn Murphy, Witness

Principal: S. ROTONDI & SONS, INC.

By: 

Angelo G. Rotondi, President

CONTRACT FORMS

BID GUARANTEE STATEMENT

A guarantee is accompanying this bid in the amount of _____
And is one of the following options:

- a) Certified Check; or a
- b) Cashier's Check; or a
- c) Bid Bond

From a surety company which meets the requirements of section 3 which the undersigned agrees is to be forfeited as liquidated damages and not as a penalty if the contract is awarded to the undersigned, and the undersigned shall fail to execute the contract for the project or furnish the required performance bond within the stipulated time, otherwise the guaranty will be returned to the undersigned.

An individual
The undersigned is a *partnership* under the laws of the State of _____
A corporation
(circle one)
of _____ having principal offices at: _____

(authorized signature)

(type or print name)

Position: _____

Company: _____

Address: _____

Date: _____, 20____

NOTE: ATTACH BID BOND OR CHECK HERE

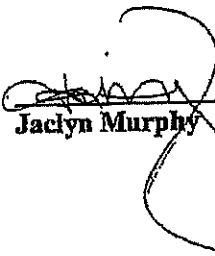
Consent of Surety

Bondex Insurance Company, a corporation created and existing under the laws of the State of NJ, maintaining an office in **Florham Park, NJ**, duly authorized to transact business in the NJ (hereinafter, the "Surety") does hereby consent and agree with the bid of **S. ROTONDI & SONS, INC.** (hereinafter, the "Principal"), as principal, for "**Trucking of Leaves 2020-2024**" (hereafter the "Contract") be accepted and the Contract shall be properly and lawfully awarded to the Principal in the amount not to exceed the Principal's bid, the Surety shall execute and deliver to the Principal a bond(s) for the faithful performance of the Contract in such form as may set forth in, and as required by, the bid specifications, solicitation or advertisement (hereinafter, the "Bid Documents").

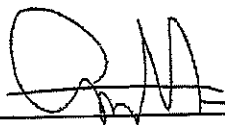
This Consent of Surety shall remain in force and effect for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract. If no such period is set forth in the Bid Documents, for 90 days after bid opening, or as otherwise may be required by statute or regulation, whichever period is longer, unless the Principal and the Surety shall agree in writing to a longer period.

This Consent of Surety has been signed, sealed and dated on 7/09/2019

ATTEST:


Jaclyn Murphy

Bondex Insurance Company


Antonina Baguley, Attorney In fact

This Power of Attorney is for Bid Bonds and Consents of Surety ONLY

BOND # 18

POWER OF ATTORNEY
Bondex Insurance Company

KNOW ALL MEN BY THESE PRESENTS:

That Bondex Insurance Company, a corporation duly organized under the laws of the State of New Jersey and having a principal office in Flatham Park, County of Morris, State of New Jersey, does hereby appoint: Claudia Pereira, Brenda Wuriello, Jaelyn Murphy, and Antonina Baguley

its true and lawful Attorney(s)-in-Fact with full power and authority to execute on its behalf bid bonds and consents of surety issued in the course of its business and to bind the Company thereby, in an Amount not to exceed Five Million and 00/100 Dollars (\$5,000,000.00)*****

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

*RESOLVED that the ~~Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary~~, shall have the power and authority To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,

2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.

"RESOLVED FURTHER that the signatures of said officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed."

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 25th day of October, 2018.

BONDDEX INSURANCE COMPANY



BY [Signature]
Phillips, Wubey, President

State of New Jersey
County of Morris

On this 25th day of October, 2018, before me, a notary public, personally appeared Philip S. Tobey, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year first written above.

CAROL DeCAPUA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/2022

BY [Signature]
Carol DeCapua, Notary Public

I, Maureen Cupo, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of July 2019.



[Signature]
Maureen Cupo, Secretary

Warning: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

MUST USE THIS FORM - NO OTHER ACCEPTABLE

CONSENT OF SURETY (PERFORMANCE BOND)

_____, Surety, authorized to carry on business in New Jersey, by its signature hereupon or that of its attorney-in-fact, certifies to and promises the Board of Trustees of the Township of South Orange Village that if a Contract for _____ is awarded to _____, Principal, that it as Surety will execute the bond or bonds as required by the Specifications and will become surety in the full amounts set forth in the bid of its Principal for the faithful performance of all obligations of its Principal as Contractor.

This consent of Surety shall be valid for a period of ninety (90) days from the date of the bid opening.

By: _____
Attorney-in-Fact

Surety

Address

City, State, Zip

() _____
Phone Number

POWER OF ATTORNEY FOR ATTORNEY-IN-FACT MUST BE ATTACHED HERETO.

Failure to submit this Consent of Surety with the bid shall cause reelection of the bid.

The surety must meet the requirements set out in Section 4.

NOTE: ATTACH POWER OF ATTORNEY HERE

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: S. ROTONDI & SONS, INC.

Organization Address: P.O. Box 1407 Summit NJ 07902

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individuals) or Business Address
Angelo G. Rotondi	
100%	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 62:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for individuals) or Business Address
ANGELO G. ROTONDI	
100%	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Angelo G. Rotondi	Title:	President
Signature:		Date:	7/9/19

NON-COLLUSION CERTIFICATION

The undersigned bidder hereby specifically certifies that, to the best of its knowledge and belief, the annexed bid for the above-named project has not been prepared in collusion with any other bidder or like item or service and that the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of said bidder to any such person other than the recipient of such bid and will not be communicated to any such person prior to the official opening of said bid.

Bidder fully understands that no premiums, rebates or gratuities are permitted either with, prior to, or after signing of contract. Any such violation will result in cancellation and the removal from bid list.

Undersigned bidder further certifies that it has the necessary authority to sign this stipulation stating it has not entered into any agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above-named project.

This certification may be treated for all purposes as a sworn statement made under the oath as equivalent affirmation, and that, if any statements made herein are untrue the bidder may be subject to the provisions of N.J.S.A. 2C:29-1 through N.J.S.A. 2C:28-3 inclusive and relevant sequential sections and if applicable, 18 U.S.C. 1001, et seq.

S. Rotondi & Sons, INC.
(Firm Name)


(Signature)

Angelo G. Rotondi President
(Type or Print Name and Title)

PO Box 1407
(Address)

Summit NJ 07902
(City, State, Zip Code)

Dated: 7/9, 2019

HOLD HARMLESS / INDEMNIFICATION AGREEMENT

The Bidder, if awarded the contract under these specifications, (hereinafter Bidder/contractor) agrees to indemnify and hold harmless the township of South Orange Village, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgements, costs and expenses including attorneys' fees, incurred or suffered on account of property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the Bidder/Contractor, its employees, agents, servants or subcontractors in the performance of the work to be performed pursuant to these specifications or the failure of the Bidder/Contractor, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications.

The Bidder, if awarded the contract under these specifications, (hereinafter Bidder/Contractor) agrees to indemnify and hold harmless the township of South Orange Village, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgements, costs and expenses including attorneys' fees, incurred or suffered on account of property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any and all claims arising from acts of sexual harassment including language and conduct of the bidder/Contractor and its officers, employees, agents and servants.

The Bidder/Contractor further agrees that this indemnification by the bidder/Contractor shall continue after completion of the Contract for all claims, demands, suits, actions, recoveries, judgements, costs and expenses including attorneys' fees resulting from acts or omissions of the Bidder/contractor, its employees, agents, servants or subcontractors which occur prior to the completion of the Contract.

7/9 2019
(Date/Signed)

[Corporate seal]

Attest:

Michael Rotondi
Michael Rotondi Secretary
(Type or Print Name/Title)

S. Rotondi & Sons INC.
(Firm Name)

[Signature]
(Signature)

Angelo G. Rotondi President
(Type or Print Name & Title)

PO Box 1407
(Address)

Summit NJ 07902
City, State, Zip Code



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dale Group
PO Box 6
Florham Park NJ 07932

CONTACT NAME: Maureen Cupo
PHONE (A/C No. Ext): 973-377-7000 FAX (A/C No): 973-377-4614
E-MAIL ADDRESS: maureenc@dalegroup.com

INSURED
S Rotondi & Sons, Inc.
PO Box 1407
Summit NJ 07901

SROTOND-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Insurance Co	24082
INSURER B: Ohio Casualty Ins Co.	24074
INSURER C: Hartford Underwriters Insurance Company	30104
INSURER D: Scottsdale Insurance Co	41297
INSURER E: Navigators Insurance Company	42307
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 334117385

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LN	TYPE OF INSURANCE	ADDL INSR	SUBS WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BLS2066077298	4/20/2019	4/20/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS2066281264	4/20/2019	4/20/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 40,000			USO2066077298	4/20/2019	4/20/2020	EACH OCCURRENCE \$6,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BNDR2020	2/1/2019	2/1/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> NJ Assigned Risk E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			XLSD1161118	4/20/2019	4/20/2020	Excess Building-BPP 6,000,000
E	Inland Marine-Property			NY19JLM01993101	4/20/2019	4/20/2020	Leased/Rented Equip 200,000-20000 125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NJ Assigned Risk Workers Compensation-Workers Compensation coverage is solely for the state of NJ. Operations in any other states are not covered under this policy.
Certificate holder is added as an Additional insured to the General Liability as required by written contract but, only as respects to all covered operations of the Named insured performed on behalf of the Additional insured.

CERTIFICATE HOLDER

Township of South Orange
76 South Orange Avenue #302
South Orange NJ

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INSURANCE CERTIFICATES

TO: Township of South Orange Village

PROJECT: Tracking of Leaves 2020-2024

Name of Bidder: S. ROTONDI & SONS, INC

Address: PO BOX 1407 Summit NJ. 07902

The Bidder is required to attach hereto Certificate(s) of Insurance establishing insurance coverage of the type and amount required by the Contract Documents as specified in the General Instructions to Bidders.

AMERICANS WITH DISABILITY ACT
Mandatory Language

Equal opportunity for Individuals with Disabilities

The Contractor and the Township of South Orange Village ("Village") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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, thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Village 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 Village in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Village, 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 Village's grievance procedure, the Contractor agrees to abide by any decision of the Village which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Village or if the Village 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 Village 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 Village or any of its agents, servants, and employees, the Village shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the village or its representatives.

It is expressly agreed and understood that any approval by the Village 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 Village pursuant to this paragraph.

It is further agreed and understood that the Village 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 village from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

AFFIRMATIVE ACTION INSTRUCTIONS

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, sex, affectionate 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 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 the 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 contract, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectionate or sexual orientation;

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 worker's 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable Township of South Orange Village employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable Township of South Orange Village employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate in the basis of age, creed, color, national origin, ancestry, marital status, sex, affectionate or sexual orientation 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.

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, sex, affectionate or sexual orientation and conform with applicable employment goals, 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 affirmative Action Officer as may be requested by the Officer 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 affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative code (NJAC 17:27).

All bidders and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975 c. 127), one of the following three documents:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- iii. An initial employee information report consisting of forms provided by the Affirmative Action Officer and completed by the contractor in accordance with N.J.A.C. 17:27-4.

Certification

6001

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

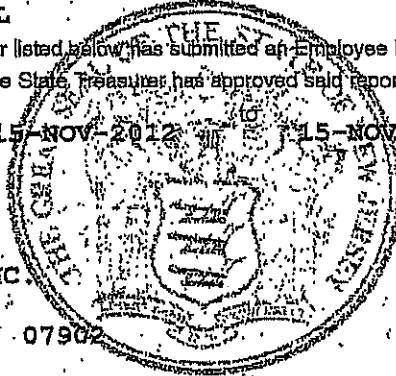
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-NOV-2012 to 15-NOV-2019

S. ROTONDI & SONS, INC.
P.O. BOX 1407
SUMMIT

NJ 07902



Andrew P. Sidamon-Eristoff
State Treasurer

AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms (AA302) will be sent by the Township of South Orange Village prior to the Award. This form should be submitted with your bid.

1. Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

☒ YES

☐ NO

A. If yes, attach a photostatic copy of said approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.

B. If no, and you become successful bidder, an affirmative Action Employee Information Report (Form AA 302) will be provided And must be submitted within seven (7) days after receipt of The notification of intent to award the contract.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

BUSINESS NAME: _____

DATE: _____

2019 Telephone Number (973) 635-7799

NOTE:

ATTACH COPY OF FORM HERE

CONTRACT

(for services, construction work, etc.)

THIS AGREEMENT ("Agreement") made this _____ day of _____ in the year of Two Thousand ____ by and between the Township of South Orange Village, in the County of Essex, a municipal corporation of the State of New Jersey; Party of the FIRST PART (hereinafter referred to as the "Village") and _____ Party of the SECOND PART (hereinafter referred to as the "Contractor")(together, "the Parties").

Witnesseth, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Village, hereby covenants and agrees to furnish and deliver all the materials and labor and to do and perform all of the work required to be furnished, delivered, done and performed for the _____ in strict and entire conformity with the request for proposal and specifications of said work and which request for proposal, specifications and any other document listed on attached Exhibit A are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth in the body of this Agreement.

1. This Agreement and the Exhibits and documents referenced therein constitute the entire agreement between the Parties and supersede any and all other agreements and understandings between the Parties, whether oral or written, with respect to the subject matter. This Agreement and the Exhibits shall not be modified or amended except by a writing signed by the authorized representatives of both Parties. Nothing contained in any attached document shall modify any of the express terms or conditions set forth in this Agreement, and if a provision of an attached document conflicts with a provision of this Agreement, the conflict shall be resolved in favor of this Agreement. There shall be no alterations, modifications or additions made to this Agreement by way of attachment of any documentation, including but not limited to purchase orders or delivery acceptance documents issued with reference to the subject matter of this Agreement. Acceptance of delivery or acknowledgement by the Village of any such documentation shall not constitute agreement to any terms or conditions other than those set forth in this Agreement and documents contained in the attached Exhibits.

2. The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and indemnify and save harmless the Village, its officers, agents and servants, and each and

Certificate Number
626657

Registration Date: 12/07/2017
Expiration Date: 12/06/2019



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Angelo Rotondi, President

S. Rotondi & Sons, Inc.
2017

A.R. Fichtner

Aaron R. Fichtner, Ph.D., Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.