

DEAL LAKE COMMISSION
LEGAL NOTICE TO BIDDERS
2021 HERBICIDE TREATMENT PROGRAM

Notice is hereby given by the Deal Lake Commission (DLC) that bids will be received by the DLC Clerk on **16 February 2021 no later than 4:00 PM prevailing time via email (digital submission only required)**. **Proposals are to be submitted to the DLC Clerk jjoseph@oceantwp.org.**

DEAL LAKE HERBICIDE CONTROL PROGRAM

Specifications, instructions to bidders, and bid proposal forms may be obtained from the DLC website (<http://deallake.org/>). All bids must be submitted on the bid proposal forms contained herein in order to be considered.

The successful bidder will be required to comply with the following:

1. P.L. 1975, c. 127 (N.J.A.C. 17:27) Affirmative Action Requirements
2. N.J.S.A. 10:5-31 et seq.
3. N.J. Prevailing Wage Requirements
4. Non-Collusion – Anti-kickback requirement
5. P.L. 1977, c.33 Ownership Disclosure requirements
6. Business Registration Certification
7. Public Works Contractor Registration

The Deal Lake Commission reserves the right to reject any and all bids that substantially or materially deviate from the specifications and other required bid documents, and further reserves the right to waive minor irregularities and immaterial variances and formalities in the bids.

This bid has been advertised in accordance with the “Fair and Open Basis” and nothing further shall be required under the Pay-to-Play legislation (N.J.S.A. 19:44A-20.7).

Don Brockel, Chairman
Deal Lake Commission

NOTICE:

THE DEAL LAKE COMMISSION IS SEEKING BIDS FROM QUALIFIED CONTRACTORS FOR THE APPLICATION OF HERBICIDES IN DESIGNATED AREAS OF DEAL LAKE FOR THE PURPOSE OF CONTROLLING THE GROWTH OF NUISANCE AQUATIC MACROPHYTES.

BID SPECIFICATIONS AND REQUEST FORM

Specifications, instructions to bidders, and bid proposal forms may be obtained from the DLC website (<http://deallake.org/>). All bids must be submitted on the bid proposal forms contained herein in order to be considered. Sealed bids will be received by the DLC Clerk via email (jjoseph@oceantwp.org) on 16 February 2021, by no later than 4:00 PM prevailing time. **Due to COVID 19 restrictions, all bids are to be submitted digitally by email. There is no need to submit a hardcopy of the bid.**

Approved:

Attest:

Bid Completeness Checklist

Included in this Bid Request, as required by the bid specifications, is a

- _____ 1) Bid
- _____ 2) Corporate Disclosure Statement
- _____ 3) Corporate Resolution (if a Corporation)
- _____ 4) Non-Collusion Affidavit
- _____ 5) Affirmative Action Statement
- _____ 6) Proof of NJDEP Pesticide Applicator Category V Certification
- _____ 7) List of References
- _____ 8) Description of Proposed Personnel and Management
- _____ 9) Description of Capabilities and Experiences
- _____ 10) Exceptions, Discrepancies or Omissions to the Specification
- _____ 11) Schedule A – Cost Proposal
- _____ 12) Schedule B NJDEP Pesticide Licensing

INFORMATION FOR PROSPECTIVE BIDDERS

All bids are to be submitted digitally as noted above. The DLC will not assume responsibility for bids forwarded by mail or delivery service. No bid will be accepted after the date and time noted above.

All bids must be submitted in their entirety, completed and signed on the last page, as detailed herein.

Bids may be rejected if any of the following are not included with the bid:

1. The corporate disclosure statement.
2. The corporate resolution.
3. The non-collusion affidavit.
4. A signed bid sheet.
5. An affirmative action statement.
6. Proof of NJDEP Pesticide Certification (Category V)
7. Bid Bond, certified check, or cashier's check

If any discrepancies or omissions appear in the specifications, the bidder shall notify the DLC in writing of any such discrepancy or omission.

Bidders are required to comply with the requirements of public laws 1975, chapter 127 and public laws 1977, chapter 33.

NOTICE TO BIDDERS

Overview of Services:

Deal Lake, located in Monmouth County, is the largest of the State's Coastal Lakes. The lake encompasses approximately 158 acres and an average depth of 5.5 feet. However, the lake's long, narrow arms are much shallower.

The DLC is accepting bids from NJDEP Certified Aquatic Pesticide Applicators for the application of an appropriate herbicide in either a liquid or granular form (or a combination of both) to control the growth of a combination of invasive aquatic plants (weeds) including Eurasian Watermilfoil (*Myriophyllum spicatum*), Curly-leaf Pondweed (*Potamogeton crispus*), Parrot Feather (*Myriophyllum aquaticum*), and Fanwort (*Cabomba spp.*). These invasive aquatic plants (weeds) occur in varying densities in the two areas targeted for treatment:

1. Colonial Terrace (west of Wickepecko Dr. to its point of origin at base of Overbrook Ave.)
2. Hollow Brook Cove (Between Asbury Ave and Ridge Ave.)

The accompanying maps provide the location of both sites and the areas targeted for treatment.

The actual treatment program is to be defined by the proposing bidder, thus reflecting the applicator's experience, expertise and recommendations for the successful, cost-effective control of the noted aquatic weeds. The DLC expects the proposed control program for both designated areas to reflect the contractor's success in managing weed growth in other New Jersey lakes. Contractors are to clearly identify in their bid the specific product(s) listed by trade name and product name that will be applied. **The bidders are to include with their bid, a detailed narrative stating how the bidder proposes to conduct the required treatments and apply the product(s) they have determined to be the best suited for both Colonial Terrace and Hollow Brook Cove.** The timing and mode of treatment is at the purview of the applicator and needs to be specified in the bidder's narrative. Bidders should be aware that the William F. Larkin Golf Course, located adjacent to the Colonial Terrace treatment area, draws irrigation water from the lake. This must be accounted for in the bidders weed treatment program, with respect to proposed herbicide and projected treatment date(s). It will be the bidder's responsibility to coordinate their treatment of the Colonial Terrace area with representative of the golf course.

Upon the conclusion of the treatment program the contractor is to supply a summary report to the DLC and be prepared to conduct a presentation to the DLC and interested residents in a public forum setting.

In responding to this RFP, bidders must submit the following:

- The bidder's New Jersey pesticide business license number
- Bidder's proof of liability insurance
- List of New Jersey Category V licensed applicators who will conduct the application of the specified herbicide(s), including their license number.

Upon notification of selection, the DLC will require the following of the contractor:

- A pre-application site inspection of Deal Lake conducted with a DLC commissioner and the DLC's environmental consultant,
- **Application of the product(s) following the procedures detailed in the bidder's work plan. Please note that for Colonial Terrace, the direct application of the herbicide cannot be any closer than 5' from the shoreline. There is no similar condition for Hollow Brook,**
- **Coordination with representative of the golf course in advance of any treatment of the Colonial Terrace area,**
- Proof of area-wide notification letter postings in local newspapers,
- Public posting of signs following the application of the herbicide(s) alerting the public that the given area has been treated with a herbicide,
- Post-application inspection of the treated areas to evaluate the effectiveness of the treatment and any evidence of weed re-growth,
- Preparation of a summary report submitted to the DLC by August 2021, and
- Possible presentation/meeting with DLC and interested public in an open public forum.

The DLC must be notified at least one (1) week in advance of the actual date(s) and time(s) of an herbicide application.

PROCEDURE FOR SUBMITTING A BID TO THE DEAL LAKE COMMISSION

By submitting a bid package, the bidder covenants and agrees satisfaction with the specifications of the RFP as based on their own investigation of the conditions to be met, they fully understand the obligations of the project, and they will not make any claim for, or have right to, cancellation or relief, without penalty of the contract, because of any misunderstanding or lack of information. The submitted bid package is irrevocable by the bidder, or the bidder's legal representatives.

If any discrepancies or omissions appear in the specifications presented herein, Deal Lake Commission or its designee shall be notified in writing by the bidder of the specific discrepancy or omission. In addition, the bidder shall clearly indicate any exceptions to the bid specifications to which their bid does not comply.

Bids shall only be submitted digitally to the DLC's Clerk at jjoseph@oceantwp.org. The Deal Lake Commission will not assume responsibility for bids forwarded by mail. No bid will be accepted after the designated time.

GENERAL TERMS AND CONDITIONS

BID FORM:

All bids must be made on the Bid Form attached hereto and shall be properly filled out and duly executed. All bids must be signed. All figures must be typewritten. All pages of the specification and bid forms must be submitted to the Deal Lake Commission.

BID PRICES:

All prices quoted shall be firm and not subject to increases during the period of the Contract. In case of error in extension, unit price shall prevail.

SIGNATURE ON BID:

To be considered, a bid must be signed by the bidder. In the submission of a bid by a corporation, the bid must be made in the name of the corporation and signed by an executive officer and attested by a secretary of the corporation. If the corporation is the successful bidder, the contract involved must be in the name of the corporation, signed by an executive officer and attested by a secretary of the corporation, with the seal of the corporation affixed thereto.

TAXES:

The Deal Lake Commission is exempt, by statute, from paying manufacturer's excise, federal or sales tax and for that reason the bid price shall not include any tax on the services, materials or items specified.

CORPORATE RESOLUTION:

If the submission of a bid is by a corporation, the bid must be accompanied by a Resolution made in the name of the corporation and signed by an executive officer and attested by a secretary of the corporation, with the seal of the corporation affixed thereto, in which the secretary certifies to the office held by the officer, signing the same, and that the seal was placed by such executive officer pursuant to the direction of the Board of Directors (a form for this purpose is provided in these specifications).

CORPORATE DISCLOSURE STATEMENT:

In conformance with Chapter 33 of the Public Laws of 1977, every corporation and/or partnership submitting a bid shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partners in the partnership who own 10% or more of its stock (a form for this purpose is provided in these specifications).

NON-COLLUSION AFFIDAVIT:

All bidders shall submit with the bid a properly executed non-collusion affidavit, notarized by a Notary Public (a form for this purpose is provided in these specifications).

DAMAGES FOR BREACH:

The Deal Lake Commission shall notify the contractor in writing by certified mail when it deems the contractor is in default or in breach of contract. The contractor shall have five (5) working days from receipt of said notice to correct said default to the Deal Lake Commission's satisfaction. In the event the default is not corrected within said time period, the Deal Lake Commission shall be entitled to secure substituted performance necessary to complete the same without further notification of the contractor. All costs associated with obtaining substitute performance shall be charged against the contractor in default.

RIGHT TO REJECT:

The Deal Lake Commission reserves the right to reject any or all bids, or to waive any minor irregularities or informalities in the bids, if the best interest of the Deal Lake Commission will be served by such action. The Deal Lake Commission also reserves the right to reject the submission of any bidder who fails to:

1. Return all pages of the specification and Bid form, on or before the time specified in the NOTICE TO BIDDERS. (Closing of bids is subject to the prevailing time as determined by the Deal Lake Commission). All bids are to be submitted digitally by email to the Deal Lake Commission Clerk.
2. Sign the Bid Sheet.
3. Complete the Corporate Disclosure Statement.
4. Complete the Non-Collusion Affidavit.
5. Complete the "Corporate Resolution" Statement.
6. Complete the Affirmative Action Statement.
7. Provide list of references, description of personal and description of experience.

8. Submit proof of NJDEP Pesticide Control Program licensing and registration.

BID ACCEPTANCE:

The Deal Lake Commission has the right to award or not award a contract which, in its sole and absolute discretion, it deems to be in the best interest of the DLC and its constituents. The Deal Lake Commission shall have the authority to award a contract to the bidder best meeting all specifications and conditions. The Deal Lake Commission shall have the authority to evaluate the bids submitted by the various bidders for a period of up to forty-five (45) days and to accept the bid that is, in the opinion of the Deal Lake Commission, most advantageous to the DLC and its constituents.

METHOD OF AWARD:

Award of bid shall be made on the basis of the bid proposal from that bidder which best suits, in the opinion of the Deal Lake Commission in its sole and absolute discretion, the interests of the DLC and its constituents. It is a requirement that the price given shall be quoted as a per acre price for the year of the contract. Each bidder may offer options concerning methods, labor, product, and other aspects of the proposed program described herein.

TIME FOR CONTRACT AWARD:

The award of contract or the rejection of the bids shall be made within forty-five (45) days of the receiving of bids (N.J.S.A. 40A:11-24). The successful bidder shall enter into the Formal Contract, to be prepared by the DLC, a sample of which is provided in Appendix I hereto, pursuant to the terms of his bid and these conditions, within 10 days following the notice of acceptance by the DLC and presentation of contract documents. Upon failure of the successful bidder to execute a contract within the time period, the DLC may then accept the bid of the second rated bidder, and hold the first bidder liable for any extra costs incurred by the DLC in obtaining substitute performance.

CONTRACT PERIOD:

The contract resulting from this Bid shall be in effect from date of contract to the completion of the scope of work, May through September 2021, as specified below.

SCHEDULE:

Although it may be variable, it is anticipated that the request for an herbicide application will be initiated by the Deal Lake Commission (DLC) of the selected contractor no later than 1 May 2021. However, the exact date for commencement of the treatment program will be determined by the density of weed growth, any NJDEP permit limitations and restrictions related to the use of lake water for irrigation purposes by the golf course. The expected commencement of the program shall be no later than 15 June 2021.

METHOD OF OPERATION:

After the bids have been evaluated and the successful bidder determined, a notice of Award and Contracts (original and copy) will be forwarded to the successful bidder by the Deal Lake Commission. The successful bidder will be required to execute said contract within ten (10) days after receipt of same. The Deal Lake Commission will issue a written authority to proceed, to the successful bidder upon receipt of required Affirmative Action Forms, if applicable, Certificates of Insurance and execution of said contract by the Deal Lake Commission. The contractor shall retain authorization and shall return the properly executed voucher and invoice to the Deal Lake Commission.

The treatment operations and results will be inspected periodically by the Deal Lake Commission and/or its lake management consultant. In addition, the contractor will submit weekly reports to the Deal Lake Commission and its lake management consultant as described under GENERAL SPECIFICATIONS. Based on these reports and the periodic inspection of the lake by the Deal Lake Commission and its lake management consultant, the Deal Lake Commission will process the contractor's invoices for payment according to their normal procedures.

AVAILABILITY OF FUNDS:

The Deal Lake Commission may cancel or propose to modify these specifications if monies for the implementation of the herbicide treatment program have not been allotted for in the Deal Lake Commission's 2021 operating budget.

EXISTENCE OF SUFFICIENT NUISANCE GROWTH

This contract is subject to the presence of sufficient nuisance aquatic weed growth in the two specified areas of Deal Lake. The Deal Lake Commission in its sole discretion, reserves the right to suspend, delay or terminate the program based upon the absence of or presence of only a minimal amount of weeds in the lake.

EXCEPTIONS TO BID SPECIFICATIONS:

The Deal Lake Commission reserves the right to review any exceptions to the specification requirements and to determine, based on the intended performance of the contract that the exceptions are acceptable in satisfying the bid requirements.

GUARANTEE:

The bidder guarantees that his or her bid and workmanship is of good quality and complies in all respects with the professional standards regularly supplied by vendors.

COMPLIANCE WITH LAWS:

Bidder shall comply with all laws of the State of New Jersey and the United States of America relating to sale of and purchase by governmental units insofar as they pertain to the purchase made under this contract.

ASSIGNMENTS:

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or his rights, title or interest in or to the same of any part thereof, without consent in writing by the Deal Lake Commission. If the bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the contract, in whole or in part, or of his right, title or interest therein, the contract may, at the option of the Deal Lake Commission, be canceled and terminated.

BIDDER'S INSURANCE:

The bidder shall procure and maintain:

- A. **Workmen's Compensation and Employer's Liability Insurance** which 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 New Jersey statute.
- B. **LIABILITY INSURANCE:**
 - 1. **General Liability Insurance** with limits of not less than \$1,000,000 for any one person and \$1,000,000 for any one accident for bodily injury and \$150,000 aggregate for property damage shall be maintained in force during the life of the contract by the bidder. The policy shall include bidder's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement shall be included which provides that the employees of each of the named insured are not excluded under the policy with respect to claims that are made against another named insured. The Deal Lake Commission shall be named as an "also insured" under said policy throughout terms of the contract.
 - 2. **Marine Liability Insurance**, issued by a company licensed to write marine insurance and licensed to do business in the State of New Jersey, for protection and indemnity with limits of not more than \$1,000,000 for any one person and \$1,000,000 for any one occurrence. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement shall be included which provides that the employees of each of the names insured are not excluded under the policy with respect to claims that are made against the other named insured. The Deal Lake Commission shall be named as "also insured" under said policy throughout term of the contract.
 - 3. **Automobile Liability Insurance** covering the bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$250,000 for any one person and \$500,000 for any one accident for bodily injury and \$50,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder. The Deal Lake Commission shall be named as "also insured" under said policy throughout term of the contract.

CERTIFICATES OF INSURANCE:

Certificates of the required insurance as listed above shall be submitted to the Deal Lake Commission before contract documents are signed. The initial submission shall at a minimum extend through the

entire 2012 harvesting season. The DLC reserves the right to review all insurance certificates and to request the submittal of additional proofs if necessary.

PROTECTION OF WORK AND PROPERTY:

The successful bidder shall continuously maintain insurance or other security for adequate protection for all his work from damage and shall protect the Deal Lake Commission's property from damage, injury or loss arising in connection with the contract. He shall indemnify and reimburse the DLC for any such damage, injury or loss.

The successful bidder shall take all necessary precautions for the safety of employees on the work site, and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards and protection of the workmen and the public.

ACCIDENT, INJURIES, DAMAGES:

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take, use, provide and make all property necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or harm to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and hold harmless the Deal Lake Commission from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or harm that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County, Borough or DLC ordinance or regulation, or the laws or regulations of this State or the United States, while the said work is in progress.

INDEMNIFICATION:

The successful bidder shall be required to indemnify and hold the Deal Lake Commission harmless from any and all claims, losses, damages and expenses including legal and other defense related expenses arising from the performance by the successful bidder of its contract with the DLC.

AFFIRMATIVE ACTION P.L. 1975, C. 127 PROCUREMENT AND SERVICE:

- A. 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 or sex. 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 employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity officer setting forth provisions of this non-discrimination clause;

- B. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- C. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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.
- D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the State Treasurer of New Jersey pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.
- E. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable DEAL LAKE COMMISSION employment goals pursuant to P.L. 1975 C. 127, as amended and supplemented from time to time.
- F. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H. 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, or sex, and conform with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Provisions (d), (e), (f), (g), or (h) not required for subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned affirmative action program.

REFERENCES:

The bidder shall submit with their bid proposal, the name, address and telephone number of three (3) customers for whom professional herbicide services have been supplied by the bidder. Include specific information of the lakes serviced, the dates of service, and a contact person at the applicable lake. The absence of demonstrated experience can serve as a basis for the rejection of a bid. All references may be contacted by the Deal Lake Commission or its designee concerning the quality of services provided by the bidder.

**BID REQUEST SHEET FOR 2021
DEAL LAKE WEED CONTROL PROGRAM**

The undersigned hereby declares that they have carefully examined the advertisement for which bids were advertised to be received on 16 February 2021 and 4:00 PM. prevailing time, and having examined the requirements for bidder and specifications prepared by the Deal Lake Commission, will contract to furnish and deliver all the items/securities identified in this bid request as specified herein for the fee listed below in Schedule A.

**Schedule A – Cost Proposal
This Form Must Be Completed and Submitted With The Bid Request**

SCHEDULE A APPLICATION OF HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE				
Targeted Treatment Area of Lake	Estimated Acreage of Treatment Area	Trade Name of Proposed Herbicide(s)	Chemical Name of Proposed Herbicide(s)	Total Fee
Terrace Pond				
Hollow Brook				

Title of Person Signing

**THE DEAL LAKE COMMISSION RESERVES
THE RIGHT NOT TO MAKE AN AWARD FOR AN INDIVIDUAL AREA.**

**Schedule B – NJDEP Pesticide Licensing
This Form Must Be Completed
And Submitted With The Bid Request**

Name of Applicator	Applicator's NJDEP PCP License Number

New Jersey Pesticide Business License # _____

**THIS FORM MUST BE COMPLETED
AND SUBMITTED WITH THE BID**

**DISCREPANCIES OR OMISSIONS TO
EXCEPTIONS SPECIFICATIONS**

Is this bid in conformance with specifications? Yes _____ No _____

IF ANSWER IS NO, BIDDER MUST IDENTIFY AND EXPLAIN EACH EXCEPTION TAKEN AND REFERENCE MADE TO EACH PAGE AND PARAGRAPH TO WHICH THE EXCEPTION WILL APPLY.

It shall be understood that if no exception is taken, the vendor shall supply all material as specified.

Title of Person Signing

**THIS FORM MUST BE COMPLETED
AND SUBMITTED WITH THE BID REQUEST**

CHECK THE APPROPRIATE BOX:

- () Fifty (50) or more employees in the entire firm or corporation
- () Less than fifty (50) employees in the entire firm or corporation
- () Less than four (4) employees in the entire firm or corporation

1) FOR FIRMS OF FIFTY (50) OR MORE EMPLOYEES: An employee information report (Form AA302) must be completed and returned to the Deal Lake Commission within seven (7) days after receipt of notification of intent to award contract or receipt of contract. An affirmative action plan approved by the Federal Government of the NJ Affirmative Action Office is an acceptable alternate. In the space provided below indicate whether your firm has met any of the requirements listed above. Indicate the number of the NJ Affirmative Action Certificate in the space provided.

INDICATE IN THE APPLICABLE BOXES BELOW WHETHER YOU HAVE MET ANY CRITERIA FOR COMPLIANCE WITH THE NEW JERSEY AFFIRMATIVE ACTION REGULATIONS

FIRMS OF FIFTY (50) OR MORE EMPLOYEES

_____A Federal Certificate of Approval has been received (Proof of this will be required at time of award).

_____A NJ Affirmative Action Certificate of Approval has been received, the number of _____.

2)FOR FIRMS OF LESS THAN FIFTY (50) EMPLOYEES: Vendors of less than fifty (50) employees are required to complete an Affidavit of Affirmative Action. If during the term of the contract the firm's work force increases to fifty (50) or more employees, the DLC shall be notified. At that time an employee information report (Form AA302) must be completed and returned to the Deal Lake Commission.

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

Firm Name _____

Signature _____

Title _____

Date _____

**THIS FORM MUST BE COMPLETED
AND SUBMITTED WITH THE BID REQUEST**

CORPORATE RESOLUTION

Be it resolved, that the following named officers:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____

be and hereby authorized and empowered to sign and submit to the Deal Lake Commission the attached bid and further that said officers are authorized to execute the contract or any other agreement or bond or statement necessary for the fulfillment of obligations incurred by the acceptance of the bid Mt. Olive DLC.

CERTIFICATION:

I hereby certify that the above constitutes a true copy of a Corporate Resolution passed and approved by the Board of Directors at a meeting held on _____.

Secretary

(CORPORATE SEAL)

**THIS FORM MUST BE COMPLETED
AND SUBMITTED WITH THE BID REQUEST
IF THE BIDDER IS A CORPORATION
CORPORATE DISCLOSURE STATEMENT**

Chapter 33 of the Public Laws of 1977 N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal or School District contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information:

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. Stockholders or partners owning 10% or more of the company submitting bid:

Name	Address

Signature

- II. No stockholder or partner owns 10% or more of the company submitting bid:

Signature

- III. Bid is being submitted by an individual who operates as a sole proprietorship:

Signature

CERTIFICATION: I hereby certify that the foregoing information is correct and that I will notify the Deal Lake Commission within ten days of any changes.

Signature

**THIS FORM MUST BE COMPLETED
AND SUBMITTED WITH THE BID REQUEST
THIS FORM MUST BE NOTARIZED**

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ of _____ (Enter Company Name) _____
located in _____ (Enter Name of City and State) _____ is duly sworn according to law on my oath
depose and say that:

I am _____ of _____, the bidder making
the bid for the above named project, and that I executed the said bid with full authority so to do: that said
bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free competitive bidding in connection with the above named
project; and that all statements contained in said bid and in this affidavit are true and correct, and made
with full knowledge that the Deal Lake Commission relies upon the truth of the statements contained in
said bid and in the statements contained in this affidavit in awarding the contract for the said project or
item.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,
except bona fide employees or bona fide established commercial or selling agencies maintained by
_____ (N.J.S.A. 52:34-15).

Name of Contractor

Subscribed and Sworn to
before me this _____ day

Type or print name of affiant

of _____, 2021

(Notary Public Seal)

Location of Treatment Areas (Colonial Terrace and Hollow Brook)

Figure 1 - DLC – 2021 Proposed Herbicide Treatment Area
Colonial Terrace



Figure 2 - DLC – 2021 Proposed Herbicide Treatment Area
Hollow Brook

