

**DEAL LAKE COMMISSION**  
**LEGAL NOTICE TO BIDDERS**  
**REQUEST FOR BIDS FOR 2020 HERBICIDE TREATMENT OF SELECT AREAS OF DEAL LAKE**

Notice is hereby given by the Deal Lake Commission that sealed bids will be received by the Deal Lake Commission Clerk on **THURSDAY, MARCH 19, 2020 at 1:00 PM** prevailing time in the Ocean Township Municipal Building, 399 Monmouth Rd, Oakhurst, NJ 07755 for the following services:

**PROPOSED 2020 HERBICIDE TREATMENT OF DEAL LAKE**  
**TERRACE POND (Treatment Area 1)**  
**AND THE WESTERN SUNSET ARM (Treatment Area 2)**

Specifications, instructions to bidders, and bid proposal forms may be obtained digitally from the Deal Lake Commission website (<http://deallake.org/>) or physically at the Deal Lake Commission Office during the regular business hours of 8:00 am to 4:00 pm, located in the Ocean Township Municipal Building, 399 Monmouth Rd, Oakhurst, NJ 07755. 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. The Deal Lake Commission also further reserves the right to waive minor irregularities and immaterial variances and formalities in any otherwise properly prepared and submitted bid.**

*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 HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE FOR THE PURPOSE OF CONTROLLING THE GROWTH OF NUISANCE AQUATIC MACROPHYTES (WEEDS).**

**AVAILABILITY OF BID SPECIFICATIONS AND ASSOCIATED FORM**

Specifications, instructions to bidders, and bid proposal forms may be obtained digitally from the Deal Lake Commission's website (<http://deallake.org/>) or physically during the regular business hours of 8:00 am to 4:00 pm at the Deal Lake Commission's office, located in the Ocean Township Municipal Building, 399 Monmouth Rd, Oakhurst, NJ 07755. All bids must be submitted on the bid proposal forms contained herein in order to be considered.

Submitted bids will be read at the publicly scheduled March 19, 2020 monthly meeting of the Deal Lake Commission held at the Borough of Interlaken, Municipal Building, 100 Grassmere Avenue, Interlaken, NJ on March 19, 2020, commencing at 7:00 PM

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 – Details of Proposed Herbicide(s) and Cost of Treatment
- \_\_\_\_ 12) Schedule B – Names and License Number of Certified Applicators

**INFORMATION FOR PROSPECTIVE BIDDERS**  
**APPLICATION OF HERBICIDE(S) IN TERRACE POND (TREATMENT AREA 1)**  
**AND THE WESTERN SUNSET ARM (TREATMENT AREA 2) OF DEAL LAKE**

The Deal Lake Commission will not assume responsibility for bids forwarded by mail or delivery service. No bid will be accepted after the dates and times noted above.

Bids must be submitted in ink or typewritten only. The Deal Lake Commission reserves the right to reject any penciled bids.

The original bid specification and bid must be submitted in their entirety, completed and signed, 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)

If any discrepancies or omissions appear in the specifications, the bidder shall notify the Deal Lake Commission 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**  
**APPLICATION OF HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE**

**Overview of Services:**

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

The Deal Lake Commission is accepting contractor bids for the application of an appropriate herbicide or herbicides in either a liquid or granular form (or a combination of both) for the control of any of the following nuisance plant species: Eurasian Watermilfoil (*Myriophyllum spicatum*), Coontail (*Ceratophyllum demersum*), Parrot Feather (*Myriophyllum aquaticum*), and Fanwort (*Cabomba spp.*).

The specific areas of the lake targeted for herbicide treatment are referred to as the Terrace Pond and the Western Sunset Arm of the lake. The targeted areas are illustrated in Figure 1, an aerial photo of the lake that shows the general delineated boundaries of Terrace Pond and the Western Sunset Arm.

**Description of Requested Services:**

The proposed weed control program for Terrace Pond (Treatment Area 1) and the Western Sunset Arm (treatment Area 2) of the lake is to be based on the successful application of the herbicide or herbicide(s) best suited for the control of Eurasian Watermilfoil, Parrot Feather, Coontail, and/or Fanwort. **The boundaries of both Treatment Area 1 and Treatment Area 2 are delineated in Figure 1 which accompanies this RFP. It will be the responsibility of the bidder to conduct an inspection of both Terrace Pond and the Western Sunset Arm to confirm the predominant species present in both areas. The actual treatment program proposed for the control of Eurasian Watermilfoil, Parrot Feather, Coontail, and/or Fanwort is to be defined by the bidder, thus reflecting the applicator's experience, expertise and recommendations for the successful, cost-effective control of these invasive aquatic plants.** Bidders are to clearly identify in their bid the specific product(s) listed by trade name and product name that they propose to apply. 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 Eurasian Watermilfoil, Parrot Feather, Coontail, and/or Fanwort in the Terrace Pond and the Western Sunset Arm of Deal Lake. As well as specifying the specific herbicide(s) the applicator proposes to apply, the narrative should define the mode by which the herbicide(s) will be applied, the number of herbicide applications proposed by the applicator, and any other relevant factors that the bidder identifies as part of a successful weed control project. Upon the conclusion of the treatment program a summary report will need to be prepared and submitted to Deal Lake Commission within 30 days following the completion of treatment program.

The selected bidding contractor will be responsible for the following:

- Submission of bid (**not later than 1:00 PM on March 19, 2020**)
- New Jersey pesticide business license number
- Proof of liability insurance

- Provide a list of New Jersey Category V licensed applicators, with their license number, who will perform applications

Upon review and acceptance of a contractor, the Deal Lake Commission will require the following:

- A pre-application site inspection of the Terrace Pond and the Western Sunset Arm of Deal Lake conducted by the contractor's representative and the Deal Lake Commission's environmental consultant
- Application of the herbicide(s) following the procedures detailed in the bidder's work plan
- Proof of publication in local newspapers of the NJDEP required area-wide notification
- Posting of signs as required by the NJDEP notifying lake users that the Terrace Pond and the Western Sunset Arm of Deal Lake were treated with herbicide(s). The signs must identify the date of the treatment, the name of the herbicide(s) that was(were) applied, any water use restrictions, and the duration of said use restrictions
- Post-application inspection of the treated areas to confirm the success of the treatment program, and
- A written project summary report submitted to the Deal Lake Commission within thirty (30) days of completion of the treatment of Terrace Pond and the Western Sunset Arm of the lake.

The Deal Lake Commission must be notified of the actual application date(s) and approximate time(s) at least one (1) week in advance so that the appropriate personnel can be on site during the application of the herbicide(s) to ensure NJDEP permit guidelines are followed. This notification can be made by email to the Deal Lake Commission via the Deal Lake Commission's Clerk [jjoseph@oceantwp.org](mailto:jjoseph@oceantwp.org).

Although not a mandatory element of the Scope of Work, following the completion of the treatment program, the contractor should be prepared, if so requested, to address the Deal Lake Commission and interested public in an open public forum conducted as part of one of the Deal Lake Commission's advertised monthly meetings.

**PROCEDURE FOR SUBMITTING A BID TO  
THE DEAL LAKE COMMISSION FOR THE  
APPLICATION OF HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE**

By submitting a bids package, the bidder covenants and agrees that the bidder, as based on own investigation of conditions, fully understands their obligations and 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 personal or legal representatives.

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

Bids may be hand delivered or mailed according to instructions given to NOTICE TO BIDDERS, but the Deal Lake Commission will not assume responsibility for bids forwarded by mail. No bid will be accepted after the designated date and time.

**GENERAL TERMS AND CONDITIONS**

**EXISTENCE OF SUFFICIENT NUISANCE GROWTH:**

This contract is subject to the presence of a sufficient density of nuisance aquatic weed growth in the Terrace Pond and the Western Arm of Sunset Lake of Deal Lake to warrant the application of an herbicide. The Deal Lake Commission in its sole discretion, reserves the right to suspend, delay or terminate the program based upon the absence or the lack of sufficient weed densities. Contractors are not to proceed with an herbicide treatment before notifying the Deal Lake Commission and obtaining the consent of the Deal Lake Commission to proceed.

**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 in ink. All figures must be typewritten or written in ink. Any erasures or changes shall be initiated in ink by the bidder. All pages of the specification and bid forms must be submitted to the Deal Lake Commission. All bids are to be submitted in a sealed envelope, bearing the name and address of the bidder on the outside of the envelope, and must be hand delivered or mailed to the Deal Lake Commission by the designated time according to the instruction given in NOTICE TO BIDDERS, above.

**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 in ink 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).
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 (if applicable).
7. Submit the requested list of references, description of personal and description of experience.
8. Submit proof of NJDEP Pesticide Control Program licensing and registration as specified above.

**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 Deal Lake Commission 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 Deal Lake Commission 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 Deal Lake Commission and its constituents. Each bidder may offer options concerning methods, manpower, 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). Within ten (10) days following the notice of acceptance by the Deal Lake Commission and presentation of contract documents, the successful bidder shall enter into a Formal Contract with the Deal Lake Commission, pursuant to the terms of their bid. Upon failure of the successful bidder to execute a contract within the ten (10) day time period, the Deal Lake Commission may then accept the bid of the second rated bidder, and hold the first bidder liable for any extra costs incurred by the Deal Lake Commission in obtaining substitute performance.

**CONTRACT PERIOD:**

The contract resulting from this Bid shall be in effect from the date of contract execution to the date of the completion of the scope of work as indicated in the following sections.

**SCHEDULE:**

It is anticipated that the requested herbicide application(s) will be initiated by the selected contractor no earlier than 1 May 2020 but no later than 15 June 2020. The exact date for commencement of the treatment program will be determined by the density of weed growth observed in the Terrace Pond and Western Sunset Arm of the lake, any NJDEP permit limitations, or weather conditions that in the opinion of the contractor in concert with the Deal Lake Commission could negatively affect the success of the treatment program.

It should be noted that the William F. Larkin Golf Course at Colonial Terrace, owned and operated by Ocean Township and located adjacent to Terrace Pond obtains at times irrigation water from the Terrace Pond section of the lake. It will be the applicator's responsibility to notice Ocean Township in writing of all planned treatments. The Deal Lake Commission is to be provided a copy of this notification.

**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 the signed

contract along with all other required forms identified within this bid specification including Certificates of Insurance.

Following the contractor's completion of the treatment of Terrace Pond and Western Sunset Arm of the lake, the contractor shall submit a summary report to the Deal Lake Commission as described under GENERAL SPECIFICATIONS. Following the completion of the treatment program, periodic inspections will be conducted by the Deal Lake Commission and/or its designated Environmental Consultant of the Terrace Pond and Western Sunset Arm of the lake. Based on the information contained in the contractor's summary report and the observations of the treated areas conducted by the Deal Lake Commission and its environmental consultant, the Deal Lake Commission will process the contractor's invoices for payment according to the Deal Lake Commission's normal procedures.

**AVAILABILITY OF FUNDS:**

The Deal Lake Commission may cancel or propose to modify these specifications if adequate monies for the implementation of the herbicide treatment program have not been allotted for in the Deal Lake Commission's 2020 operating budget.

**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 their bid and workmanship is of good quality and complies in all respects with the professional standards regularly supplied by NJDEP licensed herbicide applicators.

**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. The bidder shall comply with all limitations and specifications contained in the NJDEP issued herbicide treatment permit.

**ASSIGNMENTS:**

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or their 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 2020 treatment season. The Deal Lake Commission 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 work from damage and shall protect the Deal Lake Commission's property from damage, injury or loss arising in connection with the contract. The bidder shall indemnify and reimburse the Deal Lake Commission 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 implement 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 Deal Lake Commission 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 and its designated representatives 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 Deal Lake Commission.

**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) are 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 to the Deal Lake Commission with the bid proposal, the name, address and telephone number of three (3) customers for whom professional herbicide-based services have been supplied by the bidder. Include specific information of the lakes serviced and the dates of same 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 2020**  
**APPLICATION OF HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE**

The undersigned hereby declares that he or she has carefully examined the advertisement for which bids were advertised to be received on: March 19, 2020 at 1:00 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 identified in this bid request as so specified in .

**See the attached SCHEDULE A –**

**this form must be completed and submitted with the Bid Request**

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

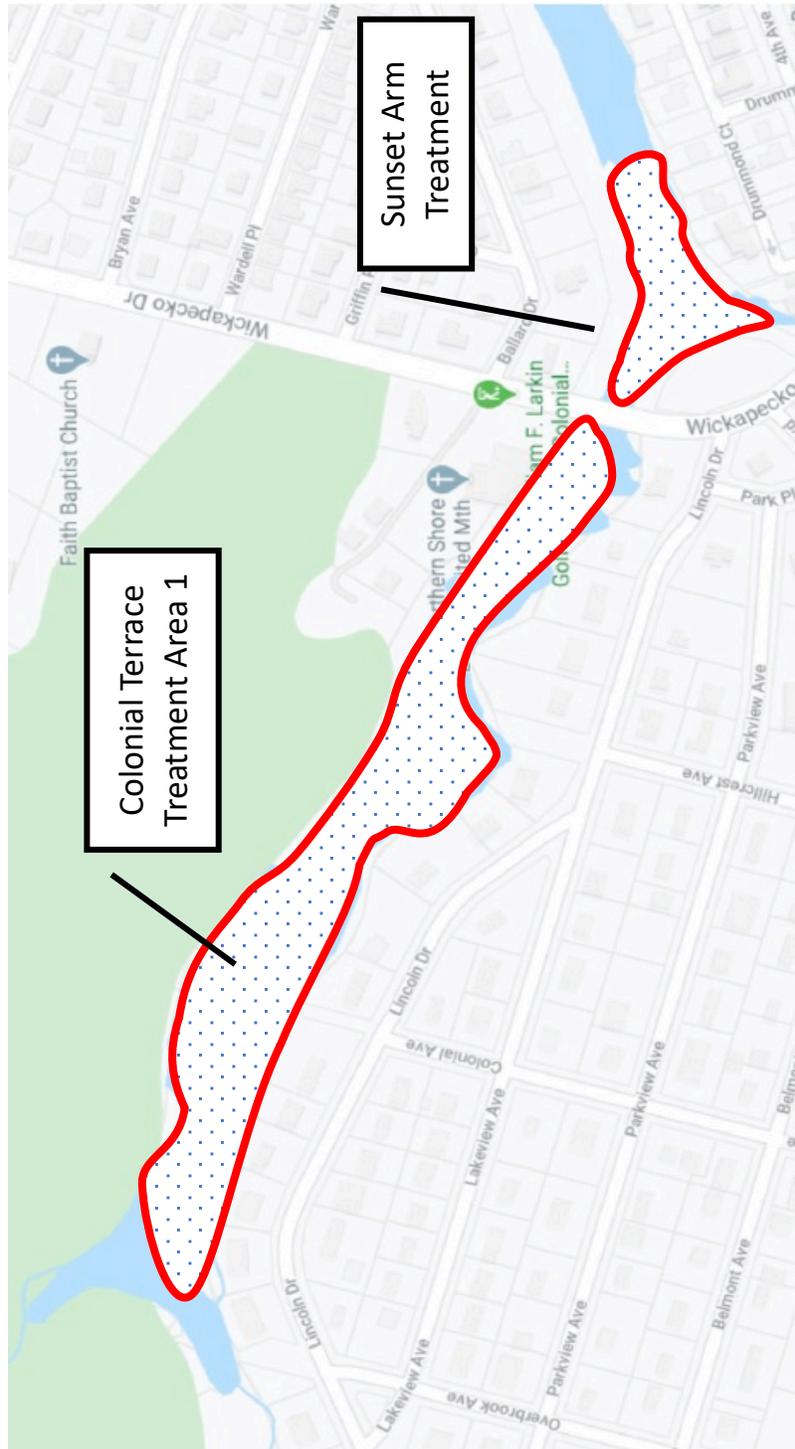
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Title of Person Signing

**SCHEDULE A  
APPLICATION OF HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE**

<b>Targeted Treatment Area of Lake</b>	<b>Estimated Acreage of Treatment Area</b>	<b>Trade Name of Proposed Herbicide(s)</b>	<b>Chemical Name of Proposed Herbicide(s)</b>	<b>Total Fee</b>
Terrace Pond				
Western Sunset Arm				

Figure 1  
DLC – 2020 Proposed Herbicide Treatment Areas



**SCHEDULE B  
APPLICATION OF HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE**

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

<b>Name of Applicator</b>	<b>Applicator's NJDEP PCP License Number</b>

New Jersey Pesticide Business License # \_\_\_\_\_

**APPLICATION OF HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE**

**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.

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

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Title of Person Signing

**APPLICATION OF HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE**

**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 Deal Lake Commission 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 \_\_\_\_\_

**APPLICATION OF HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE**

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

**CORPORATE RESOLUTION**

Be it resolved, that the following named officers:

Name	Title
_____	_____
_____	_____
_____	_____

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 Deal Lake Commission.

**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)

**APPLICATION OF HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE**

**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:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
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

**APPLICATION OF HERBICIDE(S) IN TERRACE POND AND THE WESTERN SUNSET ARM OF DEAL LAKE**

**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 \_\_\_\_\_, 2020

\_\_\_\_\_  
(Notary Public Seal)