

Township of Medford



Curbside Leaf Collection

49 Union Street, Medford, NJ 08055

Bids Due: Wednesday, September 11, 2024 before **11:00 AM**

This Bid Submitted By: _____

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*Items marked with an asterisk need to be submitted with bid

**Items marked with two (2) asterisks must be submitted prior to contract award

I.

TOWNSHIP OF MEDFORD
ADVERTISEMENT FOR BIDS FOR
Curbside Leaf Collection

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Medford, Burlington County New Jersey for the services of Curbside Leaf Collection, on or before 11:00 A.M. prevailing time on Wednesday, September 11, 2024, and publicly opened and read aloud in the office of the Township Clerk of the Township of Medford at 49 Union Street, Medford, New Jersey. Specifications and contract documents may be obtained from the Township of Medford, Office of the Township Clerk, 49 Union Street, Medford, New Jersey between 8:30 A.M. and 4:30 P.M., Monday-Friday or via the Medford Township website at www.medfordtownship.com. Submissions must be on the standard proposal form in the manner designated therein and enclosed in a sealed envelope bearing the name and address of the bidder and the contract description on the outside, addressed to the Municipal Clerk of the Township of Medford. Bidders are to comply with the requirements of N.J.S.A. 10:5-31 et. Seq. and P.L. 1975, C. 127. (N.J.A.C. 17:27).

All bids shall be submitted only at the hours, date and place indicated above for receiving sealed bids. The Township will reject submissions for this Contract where vendors are not properly qualified in accordance with the requirements of the specifications. The right is also reserved to reject any or all proposals or to waive any informalities where such informality is not detrimental to the best interest of the Township of Medford. The Township shall have sixty (60) days within which to accept or reject bids. Submitted bidders shall be required to keep their bids open for that period of time and agree that they will not withdraw or reverse their prices therein.

Tara Wicker
Municipal Clerk

TOWNSHIP OF MEDFORD

Curbside Leaf Collection

INSTRUCTIONS TO BIDDERS AND GENERAL SPECIFICATIONS

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

- A. The Township of Medford, Burlington County, New Jersey (hereinafter referred to as "Township") invites sealed bids pursuant to the Notice of Bidders.
- B. Sealed bids will be received by the designated representative at 11:00 A.M. prevailing time on Wednesday, September 11, 2024, at which time said bids will be publicly opened and read aloud.
- C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the Township, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID ENCLOSED FOR CURBSIDE LEAF COLLECTION". Bids must be submitted in duplicate, one copy on the bid forms contained in the bid package and one copy scanned as a PDF file and submitted on a CD or USB drive.
- D. It is the bidder's responsibility to see that bids are presented to the Township on or prior to the hour designated and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

- F. All prices and amounts must be written in ink or preferable typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidders must insert prices for furnishing all of the materials and/or services required by these specifications. Prices shall be net.
- I. The contractor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- J. The person designated as the Township's Representative is Tara Wicker or her designated agent. The Township's Representative will present the final recommendation for award of the bid to the Township.

II. BID SECURITY

The following provisions if indicated by an **(X)**, shall be applicable to this bid and be made part of the bidding documents:

A. BID GUARANTEE

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 bid, but not in excess of \$20,000, payable unconditionally to the Township. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township. The check or bond of the unsuccessful bidder(s) shall be returned to all but the three (3) lowest bidders with ten (10) days after opening of the bids, Sunday and Holidays excepted. The check or bond of the three (3) lowest bidders shall be returned with three (3) days, Sundays and Holidays excluded, of the award and signing of the contract and approval of the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

B. 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 Township 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 Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or be 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.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of the one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract and to guarantee payment of laborers and supplies for the labor and material used in the work performed under the contract.

The performance bond provided shall not be released until final acceptance of the whole service and/or materials and then only if any liens or claims have been satisfied.

D. SURETY DISCLOSURE STATEMENT AND CERTIFICATION

The surety shall have the minimum surplus and capital stock on net cash assets required by N.J.S.A. 17:17-6 or 17:17-7 whichever is appropriate at the time the invitation bid is issued.

The Bid Bond shall have attached thereto a Surety Disclosure Statement and Certification to which each surety executing the bond shall have subscribed.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey. N.J.S.A. 17:31-5.

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Township's designated representative. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.
- D. Discrepancies in Bids
 - 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- A. 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. Brand names are to be treated as the brand name "or equal" as required by the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. Competitive items must be equal to the standard described and be of the same quality of work.
- B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets or does not meet its requirements.
- C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Township harmless from any damages resulting from such infringement.
- D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

V. INSURANCE AND IDEMNIFICATION

A. Insurance Requirements

1. General Liability Insurance.

The successful bidder shall procure and maintain during the life of this contract General Liability Insurance of not less than One Million Dollars (\$1,000,000.00) bodily injury and property damage in any one occurrence.

B. Certificates of Required Insurance

The contractor shall, at its own expense, take out all necessary insurance coverage required and shall submit to the Township evidence that Comprehensive General Liability, and where applicable, necessary Worker's Compensation Employer's Liability Insurance in the amounts specified. Coverage shall be with the acceptable insurance companies operating on admitted basis in the State of New Jersey and shall name the Township as an additional insured. Satisfactory proof of insurance shall consist of a certificate of each insurer, insuring the contractor

under the contract. The certificate shall contain the following information (except in the case of Worker's Compensation Insurance, items 1, 2 and 4 will be sufficient).

1. Name and address of insured.
2. Number of the policy or types of insurance enforced thereunder on the date born by such certificate.
3. The expiration date of the policy and the limit or limits of liability thereunder on the date born by such certificate.
4. A statement that the insurance of the type afforded by the policy, applies to all. The operations of the project which were undertaken by the insured during the performance of the contract including collision coverage for vehicles in tow.
5. Statement that the insurance company will not cancel the policy except upon thirty (30) days notice to the Township.

C. Indemnification

Successful bidder will indemnify and hold harmless the Township from all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, 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 contract.

VI. PREPARATION OF BIDS

- A. The Township is exempt from any local, state or federal sales, use or excise tax.
- B. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price proposal.

VII. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-3 1 et seq. (P.L. 1975, c. 127).

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven (7) days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. An initial Affirmative Action Employee Information Report (AA-302), such forms to be provided by Township.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the Township harmless.

C. Stockholder Disclosure

Chapter 33 of Public Laws of 1977 provides that no corporation or partnership shall be awarded any 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 corporation or partnership, there is submitted 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 Stockholder Disclosure Form shall be completed and attached to the bid proposal.

D. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

E. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

F. Non-Assignment of Contract

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 except as otherwise provided herein. Any subletting of the Contract in no way relieves the Contractor from his full obligations under this Contract.

G. Disclosure of Investment Activities in Iran Form

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran.

H. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

VIII. METHODS OF AWARD

A. The Township shall award the work on the basis of the Base Bid. Calculation of the base bid will be determined by summing the total extended price of each unit. The extended price shall be determined by multiplying the maximum number of units by the unit price.

B. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder who's Base Bid, therefore, is the lowest.

IX. REJECTION OF BIDS

A. Reservation of Rights

Township reserves the right to waive any informalities, irregularities or minor defects in the bids received and to report any and all bids. In addition, Township reserves the right to reject any and all bids for reasons that the Township deems appropriate, and where said rejections is, in the judgment of the Township, determined to be in the best interest of the municipality.

B. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

C. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

D. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.

E. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Township in an unacceptable manner, may be rejected. Bidders may also be rejected for "prior negative experience" pursuant to N.J.S.A. 40A:11-4.

F. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and Holidays excepted, the Township may then, at its option, accept the bid of the next lowest responsible bidder.

X. TERMINATION OF CONTRACT

- A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written

notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.
- D. In case of default by the successful bidder, the Township may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel this contract.

XI. GOVERNING LAW

This contract shall be governed by and construed in accordance with the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11-1 et.seq.)

XII. OTHER REQUIREMENTS

- A. There are no exceptions to the specifications. All work must be done in compliance with all local, state, and federal laws.
- B. Manufacturer's Specifications: Each bid shall be accompanied by a detailed set of *Manufacturer's Specifications*, if applicable.

C. Prices and Payments: Unless otherwise specified, the cost of the bid shown shall be the cost to the Township for services provided within the geographical boundaries of the Township of Medford.

Total price on bidder's proposal sheet must include all items listed in the specifications. Listing any items contained in the specification as an extra cost item, unless specifically requested to do so in the specifications, will automatically be cause for rejection.

Bidder will compute pricing less federal and state taxes. It is understood that any applicable taxes will be added to the proposed prices, unless the purchaser furnishes appropriate tax exempt forms.

TOWNSHIP OF MEDFORD

Curbside Leaf Collection

DETAILED SPECIFICATIONS

Medford Township is continuing a contracted leaf collection program to assist in the collection of leaves placed curbside. To that end, Medford Township is soliciting bid proposals for leaf collection services for its curbside leaf recycling program. The Contractor will be responsible to provide all materials, supplies, and equipment necessary to perform the services as specified herein. Bids should be submitted based on cost per cubic yard.

If awarded by Resolution of the Medford Township Council, the successful bidder will be required to demonstrate proof of organizational capacity to assume this contract (i.e. certified staff, equipment, etc.) and to provide references. The successful bidder will be awarded a contract for the duration deemed appropriate by Medford Township.

II. SCOPE OF SERVICES

- A. If awarded, this contract will be for one (1) year beginning November 1, 2024 and ending October 31, 2025, with the option of one (1) and two (2) additional years.

- B. The Contractor shall be fully responsible for the collection and hauling of leaves placed curbside by Medford Township residents, in an amount up to 18,000 cubic yards. All collected leaves will be disposed of by the Contractor, through the designated municipal drop-off site. All curbside collection must conform to NJDEP Stormwater Regulations.

- C. The Contractor will remove loose leaves from the curb area and from temporary enclosures constructed and maintained by Medford Township residents, using a vacuum type collection system specifically designed for such use. A maximum of three (3) collection crews will be utilized daily. Collection utilizing loaders and dump trucks is not permissible. The Contractor will be responsible for any and all property damages caused by the Contractor's equipment and/or staff.

- D. The Contractor shall begin curbside leaf collection on or about November 1, 2024 and culminate on or about December 31, 2024. In the event of significant winter weather, that could affect or delay collection of curbside leaves by the Contractor, Medford Township may, at their sole discretion, authorize the Contractor to continue collection of curbside leaves through January 31, 2025. Successive years, if awarded, would follow the same approximate timelines.
- E. Leaf collection operations will begin no earlier than 7:00 am and end by 4:30 pm, Monday through Friday. The Contractor may collect later than 4:30 pm but no later than 5:00 pm only with prior approval of the Township. Saturday collection may be permitted between 7:00 am and 5:00 pm only with prior approval from the Township. In the event the Contractor cannot perform leaf collection on any given day, notification shall be made to the Township Director of Public Works or his designee by 7:00 am. The Township will notify the Contractor of any changes in collection times at least twenty-four (24) hours in advance.
- F. The Township shall provide the Contractor with a geographical area of responsibility each week that outlines names of subdivisions and streets that the Contractor is required to collect. The Contractor will collect the leaves in this area until all leaves are collected. The Township has the right to modify this work area as needed and will notify the Contractor as soon as practical of the effective change.
- G. The Contractor will be responsible for policing all processing areas and common areas for litter, trash, and refuse prior to commencing daily work on any facility, and shall be responsible for removal and proper disposal of materials. The Contractor must adhere to Medford Townships recycling regulations for the disposal of materials. Failure to comply with recycling regulations shall constitute cause for termination of this contract.

III. CONTRACTOR PERFORMANCE/GENERAL TERMS AND CONDITIONS

- A. The Contractor will be responsible for the monitoring, policing, situations, impediments and/or potential sources of injuries at all facilities contained in these specifications and to notify the Township Director of Public Works or his designee immediately of said problems for corrective action requirements.
- B. Successful bidders shall supply a list of all employees, with changes submitted at least one week in advance, to the Township Director of Public Works or his designee. All Contractors ' employees must be willing to sign a release form permitting a background check by Medford

Township Department of Public Safety. The employee's name, birthdate, and Social Security number must be included on the signed release form.

- C. The Contractor and the Contractor's staff are expected to act in a professional manner while working in Medford Township. This includes dress, language, behavior, and courtesy. All personnel will wear appropriate PPE including safety glasses, gloves, hearing protection, and safety vests or high visibility safety clothing while actively performing collections. In addition, possession/consumption of illegal substances or alcoholic beverages by the Contractor or their staff will not be permitted at any time while working in Medford Township. The Township shall have the right to cease all operations of the Contractor if reasonable suspicion exists that the Contractor or their staff is under the influence of any illegal substance or alcoholic beverage.
- D. The Contractor and Contractor's staff are expected to refrain from confrontation with the public and/or participants utilizing common areas. Any disagreements or conflicts should be brought to the attention of the Township Director of Public Works or his designee.
- E. The Contractor will be required to maintain a daily log of activities which shall be made available to Medford Township officials upon request. The Contractor will meet with the Director of Public Works or his designee daily to coordinate assignments and report progress or deficiencies. The Contractor will provide the Director of Public Works with a report of activities on Monday mornings which will outline activities for the previous work week. This report will be in the form of daily load tickets for each truck or crew collecting leaves. Medford Township will reserve the right to monitor the Contractor's performance and adherence to the specifications contained herein.
- F. If, through any cause and based on inspection by the Township Director of Public Works or his designee of the work performed, the Contractor fails to fulfill in a timely manner its contractual obligations in this bid specification, the Township shall provide written notice to the Contractor within two (2) working days to cure deficiency. If the Contractor fails to cure deficiency or is notified of additional deficiencies for a similar or separate event, the Township shall have the right to terminate the contract by giving five (5) days written notice to the Contractor of the right to terminate and for what cause, specifying the effective date of such termination. In the event the contract is terminated, the Contractor shall be provided one (1) day to remove all equipment and materials owned by the Contractor from Township property.

- G. The contract will become effective upon execution. The contract will be awarded as a one-year contract with the possibility of a one or two-year extension. Payments will be made on a monthly basis, based upon the level of services provided during the preceding month. Invoices should include hours worked and amount of leaves collected. Invoices must be forwarded to the Township for review and approval. Invoices will be submitted at the beginning of each work week for work performed during the previous week. Copies of load tickets will accompany all invoices. Invoices received and approved by the first Wednesday of the month will be processed for payment on or about the first Friday of the next month. (For example, invoices received by the first Wednesday in November will be processed for payment on or about the first Friday of December.)
- H. The Contractor shall provide a list of equipment to be used to collect and haul leaves collected curbside from Medford Township residents. List should include type of equipment, make, model, and cubic yard capacity, license plate number if equipped, and proof of insurance and licensing for operation on public roadways. The Contractor shall be responsible for providing drivers and operators of specific equipment with the necessary training and safety equipment required to perform curbside leaf collection. The Contractor shall verify that Motor Vehicle Records for all operators have been recently ordered, reviewed, and show a valid license is neither suspended nor revoked, nor is there any sign of Motor Vehicle violations that would jeopardize the safe operation of Contractors equipment.
- I. The Contractor will be responsible to insure all vehicles and equipment with an approved insurance carrier with limits of \$1,000,000 Combined Single Limit and to provide a certificate of insurance naming Medford Township as an "Additional Insured" as evidence of insurance.
- J. The Contractor will dispose of all leaves at the designated municipal drop-off site. The Contractor will supply a load ticket to municipal staff at the dump site; who will verify each load with their signature. This load ticket will include the street name where leaves were collected and the cubic yards collected. If multiple streets were collected, the load ticket will list each street by name. This load ticket will be used as documentation outlining the amount of leaves disposed of at the site and will be used for billing purposes. Load tickets not signed by municipal staff will result in non-payment for that load. The Township Director of Public Works and the Contractor will communicate daily to ensure that each is aware of progress made in each collection area and to ensure that all areas are thoroughly completed.

- K. The Contractor shall be responsible for meeting all local, state , and federal OSHA and other safety requirements applicable to the work to be performed and shall be responsible for enforcing all safety regulations including use of personal protective equipment, placarding, signage, and measures for the safe passage of traffic in and around work areas. The Township shall have the right to cease any operation of the Contractor if there is reasonable suspicion that the Contractor is performing in an unsafe manner that could cause injury to the general public or damage to public or private property.

- L. Once the contract is awarded, the Contractor shall be required to execute a hold harmless and indemnification agreement in favor of the Township for all work to be performed by the Contractor

IV.

TOWNSHIP OF MEDFORD

FORM OF PROPOSAL

The undersigned, as bidder, declares that he has carefully examined the specifications and is familiar with the work to be bid and will supply the services requested for the prices specified to the Township of Medford, 49 Union Street, Medford, N.J. 08055

Calculation of bids will be determined by multiplying the maximum number of units by the unit price and summing the products. The Base Bid will then be determined by adding the total extended price for each item. Total units are estimation only as the Township makes no guarantee as to the minimum or maximum amount of material to be covered by this contract. Total debris units may be greater than or less than the "Estimated Total Units." No exceptions to the specifications are permitted.

CATEGORY	DESCRIPTION	UNIT	COST PER UNIT	ESTIMATED TOTAL UNITS	TOTAL
Curbside Leaf Collection	Curbside collection of residential leaves placed in the right-of-way	Cubic yard		18,000	

BID PRICING: Bid to be awarded based upon the lowest total Base Bid amount.

ITEM BID NAME: Curbside Leaf Collection

TOTAL BASE BID: \$ _____

TOTAL BASE BID IN WRITTEN WORDS: _____

Name of Bidder: _____

Address of Bidder: _____

Phone Number: _____

Signature of Bidder: _____ Date: _____

Print Name: _____

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: _____

Organization Address: _____

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

1"1111

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

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 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. 52:25-24.2 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

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 Township of Medford 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 the Township of Medford to notify the Township of Medford 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 Township of Medford to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____

(name of affian

(name of municipality)

In the County of _____ and State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

(title or position)

(name of the firm)

_____ the bidder making this Proposal for the bid entitled

_____, and that I executed the said proposal

(title of bid proposal)

full authority to do so 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 proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Medford relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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 _____.

Subscribed and sworn before me this ____ day of _____, 20__

Notary Public of: _____

(Affiant Signature)

(Print Name & Title of Affiant)

My Commission Expires: _____

(Seal)

VII.

TOWNSHIP OF MEDFORD

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor 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 understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regards to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigations pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

VII.

AFFIRMATIVE ACTION QUESTIONNAIRE ON
PROCUREMENT AND SERVICE CONTRACTS

Bidder shall complete this questionnaire. In the event that you or your firm is awarded this contract, the necessary forms will be sent to you; this form, with information below, MUST be submitted with the Bid Proposal:

- A. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Township of Medford.
- (1) An existing federally approved or sanctioned affirmative action program.
 - (2) A Certification of Employee Information Report Approval.
 - (3) If the Contractor cannot present "1" or "2", the Contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available by the Township of Medford.

The following must be answered by all contractors.

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes ___ No ___
A. If yes, please submit photostatic copy of such certificate.
2. Do you have a State Certificate of Employee Information Report approval?
Yes ___ No ___
A. If yes, please submit photostatic copy of such certificate.
3. Have you completed Employees Information Report (Form AA302)?
Yes ___ No ___
A. If yes, please submit photostatic copy of such form.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A Contractor's contract must be rejected as non-responsive if a contractor fails to comply with the requirement of P.L. 1975, c.127 (N.J.A.C. 17:27).

TOWNSHIP OF MEDFORD

EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

VIII.

TOWNSHIP OF MEDFORD

New Jersey Business Registration Certificate

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

Construction Contracts (including public works related purchase orders)

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) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and supplier* or attest that none was used; and,
- 4) 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, (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 a contracting agency. Information on the law and its requirements is available by calling (609)292-9292.



STATE OF NEW JERSEY
 DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE AND PROPERTY
 33 WEST STATE STREET, P.O. BOX 230
 TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION#: _____ **VENDOR/BIDDER:** _____

PART I
CERTIFICATION
VENDOR/BIDDER MUST COMPLETE PART I BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/itn/purchase/pjc/Chapter25List.pdf> Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

A. I certify... pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2
PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below:

ENTITY NAME: _____

RELATIONSHIP	TO	VENDOR/BIDDER: DESCRIPTION
OF ACTIVITIES -		

DURATION OF ENGAGEMENT: _____

ANTICIPATED CESSATION DATE: _____

VENDOR/BIDDER CONTACT NAME: _____

VENDOR/BIDDER CONTACT PHONE No.: _____

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____ Date _____

Print Name and Title _____



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated National and Blocked Person list, available here <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

XI.

TOWNSHIP OF MEDFORD

CHECKLIST FOR BID SUBMITTAL

	YES	NO
1. Bid Specifications		
2. Completed Bid Proposal Form		
3. Acknowledgment of Receipt of Addenda		
4. Ownership Disclosure Statement		
5. Non-Collusion Affidavit		
6. New Jersey Business Registration Certificate		
7. Tax Payer Identification Number and Certification (IRS form W-9)		
8. Separate Sheet of Paper Demonstrating Equivalency (If applicable)		
9. Affirmative Action Forms		
10. Disclosure of Activities in Iran Form		
11. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus		

XII.

**TOWNSHIP OF MEDFORD
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

Service/Merchandise: **CURBSIDE LEAF COLLECTION**

To the Township of Medford:

The bidder acknowledges receipt of the hereinafter enumerated Addenda, which have been issued during the bidding period and agrees that said Addenda shall become a part of the bidding documents. The bidder shall list below the numbers and issuing dates of the Addenda received.

Addendum Number	Date
_____	_____
_____	_____
_____	_____

Company Name Federal I.D. # or Social Security

Address

Signature of Authorized Agent Type or Print Name

Telephone Number Date