

Township of Medford



Hazardous and Emergency Tree Removal Operations

49 Union Street, Medford, NJ 08055

Bids Due: Wednesday, September 11, 2024 before **10:30 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

Hazardous and Emergency Tree Removal Operations

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 Hazardous and Emergency Tree Removal Operations, on or before 10:30 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

Hazardous and Emergency Tree Removal Operations

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 10:30 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 HAZARDOUS AND EMERGENCY TREE REMOVAL OPERATIONS". 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.

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

Hazardous and Emergency Tree Removal Operations

DETAILED SPECIFICATIONS

1.0 SERVICES

1.0.1 Scope of Contracted Services:

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all hazardous trees identified by the Public Works Department, within the time specified within this Contract. The Contractor shall also provide for removal of stumps, as directed.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of hazardous trees on all public properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the Township of Medford (herein referred to as *Township*.) Contracted services will only be performed when requested and as designated by the Township.

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

1.0.2 Definitions

Below is a brief definition of the terms used in this specification to describe the scope of work.

Hazardous trees are those trees deemed to be an immediate threat to lives, public health and safety, or improved property; with a diameter breast height of six inches or greater.

Hazardous tree stumps are those which are on property or public right-of-way (ROW) that have 50-percent or more of the root-ball exposed and pose a hazard to life, public health, and safety.

Hazardous Limbs (Hangers) are those limbs greater than two-inches in diameter at the point of breakage that are still hanging in a tree and threatening a public-use area, e.g. trails, sidewalks, riding paths, etc. All hazardous limbs in a tree should be removed at the same time.

1.1.0 Township Property Tree Removal:

The Contractor shall remove all hazardous trees from properties owned and maintained by the Township when directed to do so by the Township. The Township may specify any trees in these areas which should not be removed, or which should be removed at a later time or by others. Any fallen trees, which extend onto Township property from private property, shall be cut, by the Contractor, at the point where it enters the Township property, and that part of the debris which lies within Township property shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval of the Township.

The Contractor shall use reasonable care not to damage any public or private property. Should any property be damaged due to negligence on the part of the Contractor, the Township may either bill the Contractor for the damages or withhold funds due to the Contractor.

1.2.0 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be directed by the Township and will be limited to properties located within the Township's legal boundaries.

1.2.1 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. Contractor should use mechanical equipment to load and reasonably compact debris into trucks and trailers. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. The contractor may, at their discretion, utilize a chipper to directly grind and blow debris into an appropriately enclosed truck. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Township.

1.2.2 Vehicle Information:

All vehicles or equipment used for hauling will have and use an approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

1.2.3 Security of Debris during Hauling:

The Contractor shall be responsible for the security of any tree debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

1.2.4 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

1.2.5 WorkDays/Hours:

The Contractor may conduct hazardous tree removal operations from sunup to sundown, seven days per week as directed by the Township. Adjustments to work days and/or work hours shall be as directed by the Township following consultation and notification to the Contractor.

1.2.6 Stumps:

All hazardous stumps identified by the Township will be pulled, backfilled, loaded, transported, stored, reduced and disposed of; at the discretion of the Township. Stump grinding can also be performed if approved by the Township representative. Stumps will be invoiced as noted in the bid price list.

1.2.7 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the Township and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

1.2.8 Inspection and Testing:

All tree debris shall be subject to adequate inspection by Township or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The Township will, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the Township may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the Township.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the Township, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The use of subcontractors shall not be permitted

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the Township from and against any and all liabilities, suits, actions, legal proceedings, claims demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract. The Contractor must also name the Township, as additional insured, while working within the boundaries of the Township.

2.3.4 Worker's Compensation:

This coverage is required if the Contractor employs individuals on either a full or part-time basis to perform the contracted services.

Coverage A Statutory State Requirements

2.3.5 Automobile Liability:

Bodily Injury \$1,000,000 each person \$1,000,000 each accident
Property Damage \$1,000,000 each accident

2.3.6 Comprehensive General Liability:

Bodily Injury \$1,000,000 each person \$2,000,000 aggregate
Property Damage \$1,000,000 each accident \$2,000,000 aggregate

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the Township at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the Township at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Representative report to the Township's designated Contract Representative within 24 hours following the execution of this Contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.3 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract. All work will be completed within seven (7) days of notification to the Contractor that a hazardous tree exists. The Township may at its sole discretion extend this time period due to extenuating circumstances such as weather. The Contractor and Township representative shall agree on the appropriate means of removal of the hazardous tree and how access will be gained, if tree is located in an area where access is limited.

3.4 Completion of Work:

The Contractor shall be responsible for removal of all debris, including raking of the immediate area that was in the proximity of fallen or hazardous trees, especially if located along a roadway or adjacent to a public use area.

3.6 Term of Contract:

The term of the Contract shall be for one (1) year, with the option of two one-year extensions, beginning on November 1, 2021 through October 31, 2022.

3.7 Contract Termination:

This Agreement may be terminated by the Contractor upon sixty (60) days prior written notice to the Township in the event of substantial failure by the Township to perform in accordance with the terms of the Agreement through no fault of the Contractor. It may also be terminated by the Township with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Agreement, the Contractor shall be paid for services rendered to the Township's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the Township, the Contractor shall:

- a) Stop work on the date and to the extent specified.
- b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c) Transfer all work in process, completed work, and other material related to the terminated work to the Township.
- d) Continue and complete all parts of the work that have not been terminated.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The Township may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements.

4.2 Township Obligations:

The Director of Public Works or his designee will be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract. The Township will advise citizens and adjacent property owners of work to be completed by the Contractor.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the Township.

4.4 Supervision:

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the Township Authorized Representative shall be as binding as if given to the Contractor.

4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall restore and/or repair, at the Contractor's cost, all damaged infrastructure back to its pre-existing condition if the damage was caused by their activities. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors.

4.6 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in any disaster response, if applicable, and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

5.0 GENERAL TERMS AND CONDITIONS

5.1.0 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.2.0 Cost, Prices, and Payments:

5.2.1 Price for Hazardous Tree Operations:

The Contractor will invoice the Township and be paid for this contracted service in accordance with the rates as set out in the Form of Proposal. The unit measure will be per tree. Diameter will be measured at breast height for hazardous trees, and at a point 24 inches above ground level for hazardous stumps. The eligible scope of work for a hazardous tree will include removing the tree and cutting the stump flush at ground level. The eligible scope of work for a hazardous tree stump is the removal or grinding of the stump, and adequate backfill material to fill the resultant hole and prevent a future depression.

The scope of work for hazardous limb removal shall include cutting all eligible branches at the same time from a standing tree that is not eligible to be removed as a hazardous tree. The resultant debris from the above work will be removed by the contractor.

5.2.2 Billing Cycle:

The Contractor shall invoice Township on a weekly basis reflecting the close of business on the last working day of the billing period. Debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris, or itemized stumps and trees will support all invoices.

5.2.3 Payment Responsibility:

The Township agrees to accept the Contractor's invoice(s) and supporting documentation as set out in this Contract and process said invoices for payment within 45 business days. The Township will advise the Contractor within five {5} working days of receiving any service invoice that requires additional information for approval to process for payment.

5.2.4 Voucher:

The Contractor agrees to sign and return the Township voucher for payment.

5.2.7 Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated prices of this Contract. Any amendments, extensions or changes to the scope of contracted services or prices are subject to full negotiation(s) between the Township and the Contractor and subject to the review of the Government. Any amendments, extensions or changes to the scope of this contracted agreed upon shall, be put in writing, signed by both parties and dated before it becomes effective.

5.2.9 Confidentiality:

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Township.

6.0 EMERGENCY OPERATIONS

6.1 Scope of Work

The Contractor may be required to assist Township personnel with removal of hazardous trees during seasonal storms. Work will include cutting fallen trees that impact roadways or municipal facilities, clearing fallen debris, and removing any hazardous hanging limbs. Contractor will utilize a "cut and clear" method of clearing tree and debris quickly to allow immediate access by emergency service personnel. Branches and limbs will be cut and chipped accordingly. Larger tree pieces will be left in the right-of-way, outside of any travel lanes, for collection by municipal staff at a later date.

6.2 Response Time

Contractor will respond within (2) two hours of notification by municipal staff.

6.3 Equipment Required

Contractor will provide a minimum of one crew equipped with a chainsaw, bucket truck or overhead lift equipment, dump truck and brush chipper to clear fallen trees from the roadway.

6.4 Personnel Required

Each crew will consist of a minimum of two men. Additional crews of two may be utilized during emergency operations with Township approval.

6.5 Cost for Services

The Contractor will invoice the Township and be paid for this contracted service based on an hourly rate of each crew.

IV.

TOWNSHIP OF MEDFORD

FORM OF PROPOSAL

HAZARDOUS AND EMERGENCY TREE REMOVAL OPERATIONS

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 debris 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
Tree Operations	Removal of hazardous trees 6"-12" trunk diameter	Tree		5	
	Removal of hazardous trees 13"-24" trunk diameter	Tree		10	
	Removal of hazardous trees 25"-36" trunk diameter	Tree		10	
	Removal of hazardous trees 37"-48" trunk diameter	Tree		5	
	Removal of hazardous trees 49" + trunk diameter	Tree		5	
	Hazardous hanging limb removal for all limbs >2" in a single tree	Tree		5	
	Hazardous stump removal 24" diameter or less	Stump		5	
	Hazardous stump removal more than 24" diameter	Stump		5	
	Hazardous stump grinding in lieu of stump removal	Stump		5	
Emergency Operations (per crew)	Removal of hazardous tree removal on streets	Hour		24	

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

ITEM BID NAME: Hazardous and Emergency Tree Removal Operations

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''''11

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

BIDSOLICITATION#: _____ **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/dot/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 Lise). 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: **HAZARDOUS AND EMERGENCY TREEREMOVAL
OPERATIONS**

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