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NOTICE FOR BIDS  
PALMYRA BOROUGH

Notice is hereby given that sealed bids will be received by the Borough of Palmyra, State of New Jersey, for the following item:

TREE SERVICE

*Sealed bids will be received on the item listed above by the Municipal Clerk on Thursday, July 14, 2016 at 10:00 am prevailing time.*

Those interested in bidding may obtain specifications from the Municipal Clerk, Borough of Palmyra Municipal Building, 20 W. Broad St., Palmyra, New Jersey, 08065 during the hours of 9:00 AM to 4:00 PM, Monday through Friday, or by calling the Municipal Clerk at (856) 829-6100 during the same hours. The bids and specifications are available on the Borough website: [www.boroughofpalmyra.com](http://www.boroughofpalmyra.com).

Bidders must use the proposal forms supplied with the specification.

All bids will be addressed to the Municipal Clerk and be enclosed in sealed envelopes bearing the name of the project bid on the outside, be accompanied by a Non-collusion Affidavit, a certified check or bid bond for not-less than 10% of the amount bid but in no event shall the bid bond or amount required be greater than \$20,000.00. A Disclosure Statement listing the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock in any class or of all individual partners in the partnership who own ten percent or greater interest therein must be submitted. All bids shall be accompanied by a Consent of Surety from a responsible insurance company guaranteeing successful bidder's ability to obtain any and all insurance coverage's pursuant to N.J.S.A 40A:11-22, including performance bond. All bids must include a valid New Jersey Business Registration Certificate. All bids shall be received no later than the date and time specified.

Bidders are required 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.I7:27), Affirmative Action Requirements

Please submit your Letter of Federal Approval or your New Jersey certified Employee Information Report with this Bid. If you do not have either document you will be required to complete and submit Affirmative Action Employee Information Report (AA 302)... Form AA 302 is available from the Borough of Palmyra.

The award of contracts for providing the above work will be made at a meeting of the Mayor and Council, who reserve the right to waive formalities and accept or reject any part or all of the submitted proposals as they may determine to be in the best interest of the Borough of Palmyra.

Barbara A. Sheipe, RMC  
Municipal Clerk

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**BIDDER'S CHECK LIST**

<b>DOCUMENT</b>	<b>COMPLIANCE INITIAL</b>
<b>REQUIRED WITH BID SUBMISSION:</b>	
1. BID BOND OR	_____
2. CERTIFIED CHECK/CASHIER'S CHECK	
3. CONSENT OF SURETY	
4. NON-COLLUSION AFFIDAVIT	
5. STOCKHOLDERS DISCLOSURE	
6. NJ BUSINESS REGISTRATION CERTIFICATE	_____
7. ADDENDUM ACKNOWLEDGED IF APPLICABLE	_____
8. BID PROPOSAL	_____
9. LINE CLEARANCE CERTIFICATION	
<b>NOT REQUIRED WITH BID SUBMISSION BUT MUST BE SUPPLIED PRIOR TO CONTRACT AWARD:</b>	
10. AFFIRMATIVE ACTION COMPLIANCE DOCUMENTATION	_____
11. CERTIFICATE OF GENERAL LIABILITY INSURANCE	_____

**BIDDER'S INSTRUCTION:**

Bidder is to initial as to the inclusion of each of the above requirements as part of this bid package. Failure to supply the requirements may cause rejection of bid.

Bidder is to give an explanation on a separate sheet as to the reason(s) for any form that are not included.

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BOROUGH OF PALMYRA

GENERAL SPECIFICATIONS FOR TREE SERVICES

These General Specifications cover a proposal for the solicitation of bids for

Tree Service for the Borough of Palmyra.

1. The period covered under this contract is for work authorized from July 1, 2016 until June 30, 2017.
2. Successful bidder shall furnish all labor, equipment, apparatus, tools and material necessary for completion.
3. The Contractor or a current employee must have a line clearance certification for award of bid.
4. The Borough reserves the right to require proof from a prospective bidder that the bidder has the equipment and personnel necessary to properly perform the service.
5. The Borough reserves the right to inspect the facilities of the successful bidder to assure that the property meets any specifications contained herein.
6. The contract shall have no binding legal effect upon the Borough of Palmyra until said Borough makes a lawful appropriation in the amount sufficient to carry out the terms thereof, and said Borough shall be under no obligation to make said appropriation.
7. The Borough reserves the right to dismiss the awarded contract at any time, if the successful bidder does not comply with all terms and specifications herein contained.
8. **A f f i r m a t i v e   A c t i o n :**
  - A. The Contractor will comply with all rules and regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, C 127 (N.J.S.A. 10:5-31 through 10:5-38) and with all rules and regulations promulgated thereunder.
  - B. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor, however, will take affirmative action to ensure that minority group members are employed and are not discriminated against during employment. Such actions 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

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apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment; notices to be provided by the State Treasurer or any political subdivision or agency delegated responsibilities by him pursuant to P.L. 1975 C. 127.

- C. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, stated that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- D. The Contractor will send to each labor union or representative of workers with which he has collective bargaining agreements or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments promulgated by the State Treasurer pursuant to his authority under P.L. 1975, C. 127. The Contractor shall post copies of this notice in conspicuous places available to all employees and applicants for employment.
- E. The Contractor will furnish all information and reports required by rules, regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, C. 127 and/or pursuant to any authority delegated this political subdivision or agency by the State Treasurer. The Contractor will permit access to his books, records and accounts by a duly appointed representative of the State Treasurer for purposes of investigation to ascertain compliance with rules, regulations and orders adopted pursuant to P.L. 1975, C. 127 and pursuant to the provision of N.J.S.A. 10:2-4.

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- F. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, stated that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- G. The Contractor will send to each labor union or representative of workers with which he has collective bargaining agreements or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments promulgated by the State Treasurer pursuant to his authority under P.L. 1975, C. 127. The Contractor shall post copies of this notice in conspicuous places available to all employees and applicants for employment.
- H. The Contractor will furnish all information and reports required by rules, regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, C. 127 and/or pursuant to any authority delegated this political subdivision or agency by the State Treasurer. The Contractor will permit access to his books, records and accounts by a duly appointed representative of the State Treasurer for purposes of investigation to ascertain compliance with rules, regulations and orders adopted pursuant to P.L. 1975, C. 127 and pursuant to the provision of N.J.S.A. 10:2-4.
- I. In the event of the Contractor's non-compliance with this Specification or any of the rules, regulations, or orders promulgated by the State Treasurer pursuant to P.L. 1975, C. 127 or with the provision of N.J.S.A. 10:2-1 contract may be canceled, terminated or suspended in whole or in part, and the contractor may be declared ineligible by the State Treasurer for further public works contracts. Such other sanctions as may be adopted by the State Treasurer pursuant to P.L. 1975, C. 127 may be imposed for the aforementioned violations.
- J. The Contractor will include all of clauses one (A) through (F) Above in every subcontract or purchase order unless exempted by P.L. 1975, C. 127 or rules, regulations or orders promulgated there under by the State Treasurer, so that all of the aforementioned clauses will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor

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purchase order as the State Treasurer may direct as a means of enforcing such provisions, including sanctions for noncompliance.

- K. For the purpose of this specification, the following terms shall have the following meanings:
- a. "Affirmative Action" means procedures which establish hiring and employment goals, timetables and practices to be implemented, with good faith efforts, for minority group members.
  - b. "Minority group members" means person who are African American, Spanish-surnamed Americans, or American Orientals.
9. The bidder is required to examine carefully the General Instructions and Specifications explicitly. The bidder will assume that he had judged for and satisfied himself as to the conditions to be encountered, the character, the quality and quantity of work to be performed and the materials to be delivered, and the requirements of the Specifications and Contract.

BOROUGH OF PALMYRA

I Equipment

A. The equipment necessary to perform the project shall be:

Bucket truck, ropes, clips, saws, chipper, stump grinder, Pesticide applicator

I Services

A. The service to be performed in the project shall be:

- 1 Removal and trimming of trees including all necessary equipment, Chipping of brush and removal of debris. All wood should be removed by contractor. Borough of Palmyra Public Works is not available for drop off of wood.

B. Alternate #1 The services to be performed in the project shall be:

Stump removal to 6" below ground including operating personnel, Towing vehicle and all equipment.

C. Alternate #2: The services to be performed in the project shall be:

1. Lift and remove concrete sidewalk pads as necessary in order to cut, grind and otherwise remove roots that are raising sidewalk sections and creating tripping hazards. Reinstall, replace and/or repair the concrete sidewalk pads as necessary. Provide all personnel, equipment and services required.

III Personnel

**A. Contractor or employee must have utility line clearance certification.**

IV Insurance — Certificate of Insurance to be furnished with bid:

- A. Liability and Public Property Damage Insurance in the amount of \$500,000.00 CSL/\$1,000,000.00 aggregate.
- B. Statutory Worker's Compensation Insurance.
- C. Automobile Liability Insurance in the amount of \$500,000.00

V. Protection of traffic and property

- A. Reflective warning signs will be appropriately placed in streets where Work is in progress; traffic will not be unduly restricted and all conventional safety procedures will be observed.
- B. Encroachment on private property will be limited to that which is absolutely necessary and any damage done to lawns, shrubbery, etc. will be immediately repaired.
- C. Debris will be removed and site restored to previous condition each day.

VI Contractor shall be available in emergencies or for clearing storm damages, on Short notice.

VII. Contractor will submit his MONTHLY bills and vouchers to the Borough Finance Office by the 30<sup>th</sup> of each month for payment the following month.

- VIII.
- A. The Contractor shall indemnify and save harmless the Borough and its Employees from all suits or actions of any nature or any description Brought against them, or any of them, for or both on account of the use of Patent, appliances, products, or processes, or the infringement of any Patent, trademark or copyright.
  - B. The Contractor shall indemnify and save harmless the Borough from suits, Actions, damages and cost of every name and description resulting from the work under this contract.
  - C. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose Of the contract, or any portion thereof or his right, title or interest therein, Without the written consent of the Borough..

IX. The Contractor will be required to post a performance bond in the amount of Five Thousand Dollars (\$5,000.00) to secure its satisfactory performance of the contract.



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BID FORM  
CARE AND MAINTENANCE OF TREES  
2016

The undersigned hereby declares that they have carefully examined the specifications for tree work of the Borough of Palmyra and will contract to do all the work and furnish all material mentioned in said specifications, at the unit prices bid below:

I. Base Contract

Removal and trimming of trees, including all necessary equipment, chipping of Brush and removal of debris:

Rate per hour, per three (3) person crew \$ \_\_\_\_\_

Multiplied by 220 (estimated number of hours) equals \$ \_\_\_\_\_

(Base Bid Amount).

EQUIPMENT SPECIFICATIONS

'TRUCK

Model \_\_\_\_\_ Cap.In.Cu..Yds.

TYPE OF HOIST OR LIFTING DEVISE

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CHIPPER

Year, make model \_\_\_\_\_

Rated capacity \_\_\_\_\_

II. ALTERNATE A

Stump removal to 6" below ground level, including operating personnel and towing vehicle and all equipment.

Rate per hour, per two (2) man crew \$ \_\_\_\_\_ multiplied by

80 (estimated number of hours) equals \$ \_\_\_\_\_

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STUMP GRINDER

Make & year \_\_\_\_\_

Rated Capacity \_\_\_\_\_

III. ALTERNATE B

Sidewalk Repair, including operating personnel and all vehicles and all equipment.

Rate per hour per (2) man crew \$ \_\_\_\_\_ multiplied by 80 (estimated number of hours) Equals \$ \_\_\_\_\_

The undersigned is a (Corporation) (Partnership) (Individual) (Joint Venture) operating  
u n d e r t h e l a w s o f t h e s t a t e o f h a v i n g p r i n c i p a l  
Offices at

\_\_\_\_\_

Name and Title of Agent upon whom Notice can be legally service.

\_\_\_\_\_  
Company \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

Phone \_\_\_\_\_

Dated

Signed \_\_\_\_\_

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DISCLOSURE STATEMENT

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Name and Title

the bidder, in compliance with the requirements of Chapter 33 of the Public Laws of 1977, hereby state that the below named individuals constitute a complete list of the stockholders of the corporation, or partners in the partnership who own 10% or greater interest of the corporation's stock of any class or of the partnership therein.

NAME	ADDRESS	PERCENTAGE INTEREST
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Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2016

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public of

\_\_\_\_\_  
Type or print name

NON-COLLUSION AFFIDAVIT

State of New Jersey

Ss:

County of \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_  
In the County of \_\_\_\_\_ and the State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_  
of the firm of \_\_\_\_\_, the  
bidder making the proposal for the above named project, and that I executed the said  
proposal with full authority so to do; that said bidder has not, directly or indirectly,  
entered into any agreement, participated in any collusion, or otherwise taken any action  
in restraint of the 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 Borough of Palmyra, New Jersey relies upon the  
truth of statements contained in said proposal and in the statements contained in this  
affidavit in awarding the contract for 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

\_\_\_\_\_  
(Name of Contractor)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public of

\_\_\_\_\_  
Type or print name

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:531 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form M302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the Borough of Palmyra Municipal Clerk during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The CONTRACTOR and the BOROUGH OF PALMYRA do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the BOROUGH OF PALMYRA pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the BOROUGH OF PALMYRA in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the BOROUGH OF PALMYRA, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the BOROUGH OF PALMYRA grievance procedure, the CONTRACTOR agrees to abide by any decision of the BOROUGH OF PALMYRA which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the BOROUGH OF PALMYRA or if the BOROUGH OF PALMYRA 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 BOROUGH OF PALMYRA 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 proceedings is brought against the BOROUGH OF PALMYRA or any of its agents, servants, and employees, the BOROUGH OF PALMYRA shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the BOROUGH OF PALMYRA or its representatives.

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

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