

**BOROUGH OF PALMYRA
NOTICE TO BIDDERS
FOR TREE SERVICES**

Notice is hereby given that sealed bids will be received by the Borough of Palmyra for Tree Services for the calendar years 2023 thru year 2024 and will be opened and read in public at Borough Hall, 20 West Broad Street, Palmyra, New Jersey 08065 on Friday December 16th, 2022 at 10:00 am prevailing time.

The general and detailed specifications, instructions to bidders and bid form may be obtained from the Office of the Municipal Clerk, in Borough Hall, 20 W Broad Street, Palmyra, New Jersey 08065. Bidders are required to comply with the requirements of P.L. 1975, C.127 (N.J.S.A. 10:5:31 through 10:5:38).

All bids will be returned to the Municipal Clerk at 20 W Broad Street, Palmyra, New Jersey 08065. Each bid must be enclosed in a sealed envelope and addressed to the Borough of Palmyra and on the outside of the envelope with the words **"TREE SERVICES."** The award of the contract for providing the work being bid will be made at a meeting of the Mayor and Council the Borough of Palmyra reserves the right to reject any bid or bids not complying with this notice and the instructions to bidders, and to waive informalities of any bid or bids if such waiver be deemed by the Borough of Palmyra to be advantageous to the Borough.

By Order of the Borough Council of the Borough of Palmyra.

Doretha R Jackson, RMC
Municipal Clerk

**BOROUGH OF PALMYRA
INSTRUCTIONS TO BIDDERS
TREE SERVICES**

The bidder is required to examine carefully the General and Detailed Specifications explicitly. The Borough will assume that each bidder has reviewed the general and detailed specifications and is familiar with the conditions to be encountered, the character, the quality and quantity of work to be performed, and the requirements of the Specifications and Contract.

BOROUGH OF PALMYRA
GENERAL SPECIFICATIONS FOR TREE SERVICES

These General Specifications cover a proposal for the solicitation of bids for Tree Services for the Borough of Palmyra.

- A. The period covered under this contract is for work authorized for the calendar years 2023 and for calendar year 2024.
- B. Successful bidder shall furnish all labor, equipment, apparatus, tools and material necessary for completion.
- C. The successful bidder shall comply with the equipment and personnel requirements set forth herein.
- D. The Borough reserves the right to inspect the facilities of the successful bidder to assure that the equipment meets any specifications contained herein.
- E. 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.
- F. 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.
- G. **Affirmative Action:**
 - 1. 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.
 - 2. The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employments, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. 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 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.

3. The Contractor, 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, religion, color, sex or national origin, ancestry, marital status, affectional or sexual orientation or sex.
4. 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. A notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractors' commitments under this act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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 through 10:2-4 and all rules and regulations promulgated thereunder.

6. 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 through 10: 2-4 or rules or regulations promulgated thereunder, this 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.
7. The Contractor will include all of clauses one (1) through six (6) above in every subcontract or purchase order unless exempted by P.L. 1975, C.127 or rules, regulations or orders promulgated thereunder 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 purchase order as the State Treasurer may direct as a means of enforcing such provisions, including sanctions for noncompliance.
8. 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 persons who are African American, Spanish-surnamed Americans, or American Orientals.
- H. The Contractor shall indemnify and save harmless the Borough of Palmyra 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.
- I. The Contractor shall indemnify and save harmless the Borough of Palmyra from suits, actions, damages and cost of every name and description resulting from the work under this contract during its prosecution.

- J. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract, or any portion thereof or its right, title or interest therein, without the written consent of the Borough.
- K. 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. A Certification from a Surety Company of their promise to provide the required bond if the bidder is awarded the contract must accompany the bid.
- L. The Contractor or one of its employees, must either be (1) a Certified Arborist from the International Society of Arborists (ISA); or (2) a New Jersey Certified Tree Expert as defined by the State of New Jersey; Department of Environmental Protection, State Law the Tree Expert P.L. 1940; C100(c45:15c- z), as amended by L1983, c324S 26.
- M. The Contractor or one of its employees must have a line clearance tree trimmer certified by the ISA or by the Tree Care Industry Association (TCIA).
- N. Affidavit of Non-Collusion - Each Bidder will complete, sign and deliver at the time of the submission of its bid, Affidavit of Non-Collusion on the form specified. (See Below)
- O. Disclosure of Investment Activities in Iran -Each Bidder will complete, sign and deliver at the time of the submission of its bid, Disclosure of Investment Activities in Iran. (see Below)
- P. Disclosure Statement - Each bidder will complete, sign and deliver at the time of submission of its bid a Disclosure Statement disclosing corporate stockholders or partners on the form specified (See Below)

**BOROUGH OF PALMYRA
DETAILED SPECIFICATIONS FOR
TREE SERVICES**

A. The contractor shall consult at least monthly in person or by telephone with the Administrator or his designee. No work shall be performed without the expressed authorization from the administrator and or his designee.

B. For emergency services, the contractor shall perform requested work within 24 hours of being summoned by the Borough of Palmyra. For Non-emergency work the contractor shall complete all requested work within 14 days of request. Failure to abide by the above time requirements shall be grounds for early termination of this contract.

C. Work to be performed includes the following:

1. Removal of trees, including stumps, (and all associated lateral surface roots) to a depth of 6” below ground level.
2. Trimming of trees
3. Removal of debris
4. Lifting and removing concrete sidewalk pads as necessary, in order to cut, grind and other wise remove roots that are raising sidewalk sections and creating tripping hazards. Reinstall, replace and or repair the concrete sidewalk pads, as necessary.

D. Insurance—Certificate of Insurance to be furnished with bid:

1. Liability and Public Property Damage Insurance in the amount of \$1,000,000.00 each occurrence; \$2,000,000.00 aggregate. The “Borough of Palmyra” shall be named as an additional insured under this policy.
2. Statutory Worker’s Compensation Insurance.
3. Automobile Liability Insurance in the amount of \$500,000.00.

E. Protection of traffic and property

1. 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.
2. Encroachment on private property will be limited to that which is absolutely necessary, and any damage done to lawns, shrubbery will be immediately repaired
3. Debris will be removed, and site restored to previous condition each day.

F. All work performed will be under the supervision of a foreman with at least five (5) years' experience in Shade Tree work.

G. Contractor will submit his monthly bills and vouchers to the Borough of Palmyra Finance Office and a copy to the Administrator and or his designee for review.

H. All work performed will be subject to, and will not exceed, the stated appropriation in the Borough of Palmyra Budget under the line item for trees.

I. The contractor's Certified ISA Arborist or Certified Tree Expert shall be available for consultations required by the Borough as requested by the Borough Council. The advice of the Certified ISA Arborist or Certified Tree Expert, shall include, but is not limited to the following:

1. Removal of tree roots during public sidewalk work.
2. Hazardous tree inspections and recommendations. If requested by Borough Council, the certified tree expert shall provide a written certification as to whether a tree should be removed.
3. Tree damage estimates.

CONTRACTOR'S QUALIFICATION STATEMENT
EXPERIENCE, EQUIPMENT, AND FINANCIAL QUALIFICATIONS

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

How many years have you been in business under your present business name?

What projects of similar nature has your organization completed? Indicate at least 5 references.

Company, Contact Person and Phone#	Type of project	Amount of contract	Completion Date

Have you, your company, or any organization of which you have been a responsible officer or agent, ever failed to complete any work awarded to you? If so, where and why?

Have you, or your company ever defaulted on a contract?

Has your company ever been adjudged a bankrupt, or been subject to a receivership, or an order of reorganization?

Furnish below the names of banks and other financial references from whom can be determined the financial ability of the bidder to carry out this contract.

EQUIPMENT SPECIFICATIONS

TRUCKS Model _____ Cap .In. Cu. Yds. _____

Model _____ Cap .In. Cu. Yds. _____

Model _____ Cap .In. Cu. Yds. _____

TYPE OF HOIST OR LIFTING DEVICE _____

CHIPPER Year, make model _____

Rated capacity _____

Date _____ Name of Bidder _____

Address _____

Signed by (Name and Title)

**BID FORM CARE AND MAINTENANCE OF TREES
2023 thru 2024**

NAME OF BIDDER:

The undersigned hereby declares that they have carefully examined the specifications for care and maintenance of trees for 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:

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). \$

I. 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 (estimate number of hours) equals \$ _____

STUMP GRINDER Make & year _____

Rated Capacity _____

II. ALTERNATE B

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

Rate per hour per (2) man crew \$ _____

Multiplied by 80 (estimated number of hours) Equals \$ _____

The contract award shall be based upon the lowest responsive and responsible base bid amount as set forth in paragraph I above. Contractor shall also submit bids for alternate A and alternate B which, at the discretion of the Borough of Palmyra maybe accepted or rejected. Travel time will not be compensated.

The undersigned is a (Corporation) (Partnership) (Individual) (Joint Venture) operating

Under the Laws of the State of _____ having
principal offices at:

Name and Title of Agent upon whom Notice can be legally served

Telephone _____

Company _____

Address _____

City & State _____

Phone _____

International Society of Arborists (ISA) No.

OR

New Jersey Certified Tree Expert No.:

AND

Line Certification No:

Dated: _____ Signed:

Chief Officer or Owner

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY}

COUNTY OF BURLINGTON s.s.: **BOP TREE SERVICE CONTRACT 2023-2024**

I, _____ of the City of _____ in the State of _____

Being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of _____ the bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above-named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Riverton rely upon the truth of the statements contained in this affidavit and in said bid Proposal 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 an agreement or understanding for a commission, percentage brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the _____.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this _____ day of _____, 2022.
Notary Public of _____

My Commission expires _____.

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: _____

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 H of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. 512101 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 all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In 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.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____ TITLE: _____ DATE: _____

DISCLOSURE STATEMENT

Reference: N.J. Laws of 1977 Chapter 33 Stockholders in the corporation or partnership who own 10% or more of its stock, of any class:

NAMES

ADDRESSES

OR: All individual partners in the partnership who own 10% or greater interest therein:

NAMES

ADDRESSES

OR: If one or more stockholder or partner is itself a corporation or partnership all stockholders, owning 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership as the case may be:

NAMES

ADDRESSES

This statement must be submitted with the bid documents. Attach additional pages as needed in order to provide a full and complete statement. Failure to complete and submit this Statement will result in rejection of the bid

[Signature]

[Print Name and Title] DATE

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number:

Bidder/Offeror:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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 or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders

must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited

E activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the 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 will result in the proposal being rendered as non-

responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name	Relationship to Bidder/Offeror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Offeror Contact Name	Contact Phone Number

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Title:

Date:

2023 THRU 2024

TREE SERVICES

BID PACKET