

**BOROUGH OF HADDONFIELD
CAMDEN COUNTY
NEW JERSEY**

TREE INVENTORY SERVICES

BID PACKET

Project Name: TREE INVENTORY SERVICES

Date Packet Available: JANUARY 29, 2010

Bid Due By: FEBRUARY 18, 2010 AT 10:00 A.M.

Bid Submitted By: _____

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Borough Clerk, for the Board of Commissioners of the Borough of Haddonfield, a municipal corporation in the County of Camden and State of New Jersey, on Thursday, February 18, 2010 at 10:00 a.m. prevailing time at the Borough of Haddonfield, Room 102 at which time and place bids will be opened and read in public for:

“TREE INVENTORY SERVICES”

Bid packets, including instructions and specifications, for this service are available in Room 101 of Municipal Hall, Borough of Haddonfield, 242 Kings Highway East, Haddonfield, NJ 08033 during regular business hours (8:30 am to 4:30 pm) and online at www.haddonfieldnj.org.

Bids must be submitted on standard form, available with the specifications. Bids must be enclosed in sealed envelopes bearing the name and address of the bidder and shall be marked on the outside for **“TREE INVENTORY SERVICES.”**

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

By order of the Board of Commissioners of the Borough of Haddonfield.

Deanna Bennett
Borough Clerk

**BOROUGH OF HADDONFIELD
INSTRUCTIONS TO BIDDERS**

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1.0 DEFINED TERMS

Capitalized terms used in Bid Documents have the meanings assigned herein as set forth below. Terms used in the Bid Documents have both singular and plural meanings.

ADDENDA shall mean a written or graphic instrument issued by the architect before execution of the construction contract that modifies or interprets the bidding documents by additions, deletions, clarifications, or corrections.

BID shall mean the completed and executed Specification Bid Form, enclosed Bid Security and any and all other information required in Instruction to Bidders.

BID DOCUMENTS shall mean the Invitation to Bid, Instruction to Bidders, Bid Form, Specifications, Drawings and Addenda if issued.

BID OPENING shall mean the location, date and time set forth in the Invitation to Bid.

BOROUGH shall mean the Borough of Haddonfield, in the County of Camden, New Jersey.

BOROUGH ADMINISTRATOR shall mean Sharon McCullough, Borough Administrator, Haddonfield Borough Hall, 242 Kings Highway East, Room 101, Haddonfield, New Jersey 08033.

BIDDER shall mean one who submits a bid.

CONTRACT shall mean the contract or authorizing purchase order consistent with the bid documents.

CONTRACTOR shall mean the successful Bidder with whom the Borough enters into Contract.

DAY shall mean a calendar day irrespective of a holiday.

NOTICE OF INTENT shall mean a written notice issued by Borough to the lowest responsive, responsible bidder that sets forth Borough's intention to enter into a contract regarding product or services solicited pursuant this bid document.

2.0 COMPLETION OF BID FORM

2.1 Bid Documents.

- (a) Borough is not responsible for any failure of Bidder to examine Bid Documents.
- (b) Borough may require pre-bid meetings. If so, the time, date, and location will be specified in the bid specification.
- (c) Bidder is to initial each of the four pages of these Bid Instructions, in the lower left corner.

2.2 Contract

- (a) Bidder, if issued a Notice of Intent, shall within the time set forth in the Notice, execute the Contract.

2.3 Bid Prices. Bidders shall set forth all Bid prices in words, and numbers, either handwritten in black ink or typewritten.

Bidder's Initials: _____

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- 2.4 Bid Security
 - (a) Bid Security is required in the amount of ten percent (10%) of the bid price, by a certified check, cashier's check or bid bond issued by a surety/bonding company licensed in the State of New Jersey.
 - (b) Bidder shall understand and accept that the Bid Security shall be forfeited if Bidder fails to enter into a Contract with Borough after receiving a Notice of Intent.
 - (c) If a bond is submitted, the surety shall acknowledge, in the bond document that the total amount of the bond shall be subject to forfeiture if Bidder fails to enter into the Contract with Borough after receiving a Notice of Intent.
- 2.5 Consent of Surety. No instructions other than what is set forth on enclosed form.
- 2.6 Affirmative Action Language. Sign, date and return in Bid.
- 2.7 Americans with Disabilities Act of 1990. No other instructions.
- 2.8 Stockholder Disclosure Certification. No instructions other than what is set forth on enclosed form.
- 2.9 Business Registration Certificate. Copy of New Jersey Business Registration Certificate must be included with submitted bid proposal.
- 2.10 Public Works Contractor Registration. Copy of New Jersey Public Works Contractor Registration Certificate should be included with submitted bid proposal.
- 2.11 Subcontractor Declaration. No instructions other than what is set forth on enclosed form.
- 2.12 Debarred List Affidavit. No instructions other than what is set forth on enclosed form.
- 2.13 Non-Collusion Affidavit. No instructions other than what is set forth on enclosed form.
- 2.14 Request for Prevailing Wage Determination. No other instructions than what is set forth on enclosed form.
- 2.15 Acknowledgement of Receipt of Addenda. No other instructions than what is set forth on enclosed form. Must be included with submitted bid proposal.
- 2.16 Hold Harmless. No instructions other than what is set forth on enclosed information sheet.
- 2.17 Insurance Coverage Requirements. No instructions other than what is set forth on enclosed information sheet.
- 2.18 Specification Bid Form. No instructions other than what is set forth on enclosed form.
- 2.19 Disclosure Of Contributions To New Jersey Election Law Enforcement Commission (Elec). No instructions other than what is set forth on enclosed form.

3.0 SUBMISSION OF BID DOCUMENTS

- 3.1 The Bid. ***Bidder shall complete and execute the Specification Bid Form, the Statement of Corporate Ownership, Affirmative Action Language, Debarred List Affidavit, Non-Collusion Affidavit, Prevailing Wage Compliance Declaration, and Bid Security, and other information as identified in the project bid specifications. Together these documents shall constitute a Bid.***
- 3.2 Sealed bids shall be received by the Borough of Haddonfield in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

Bidder's Initials: _____

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INSTRUCTIONS TO BIDDERS**

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- 3.3 Sealed bids will be received by the designated representative at 10:00 am on Thursday, February 18, 2010 in Room 101 of Municipal Hall, Borough of Haddonfield, 242 Kings Highway East, Haddonfield, NJ, 08033, as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- 3.4 The bid shall be submitted in a sealed envelope: (1) addressed to the Borough of Haddonfield, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract tile and/or bid # being bid.
- 3.5 It is the bidder's responsibility that bids are presented to the Borough of Haddonfield at the time and at the place designated. Bids may be hand delivered or mailed; however, the Borough of Haddonfield disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section 3.4, above, must also appear on the outside of the express mail envelope. Bids receive after the designated time and date will be returned unopened.
- 3.6 Sealed bids forwarded to the Borough of Haddonfield 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 shall remain firm for a period of sixty (60) calendar days.
- 3.7 All prices and amounts must be written in ink or preferably machine-printed. 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 Borough of Haddonfield. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- 3.8 Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - a) 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.
 - b) 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.
 - c) Bids by sole-proprietorship shall be signed by the proprietor.
 - d) When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- 3.9 Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - a) N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - b) N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - c) N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - d) Bidder should consult the statutes or legal counsel for further information.
- 3.10 Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Bidder's Initials: _____

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INSTRUCTIONS TO BIDDERS**

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4.0 DISPOSITION OF BIDS

- 4.1 At any time prior to Bid Opening, Borough may withdraw the Invitation to Bid and not accept Bids. Any Bid received prior to withdrawal of the Invitation to Bid will be returned unopened to the Bidder.
- 4.2 Borough will open the Bids and read such Bids aloud publicly at the location, date and time set forth for Bid Opening in the Invitation to Bid.
- 4.3 The decision to award or reject bids, based on the provisions of this Bid Document and/or State law, shall be made by the Board of Commissioners of the Borough of Haddonfield in the form of a duly adopted resolution.
- 4.4 Borough will be the sole party to determine whether or not Bids comply with the prescribed requirements set forth in the Bid Documents.
- 4.5 Borough reserves the right to accept and/or reject any or all Bids or to waive any immaterial defect or informality in any bid.
- 4.6 Notwithstanding any terms to the contrary, Borough reserves the right to reject any and/or all Bids if Borough deems it in its best interest to do so, pursuant to law.
- 4.7 Borough will reject Bids other than the three (3) apparent lowest responsive, responsible Bids and return the Bid Security for rejected Bids within ten (10) business days after the Bid Opening. The Borough reserves the right not to carry out the provisions of this section if it is in the best interests of the Borough.
- 4.8 Borough may hold at least the three (3) apparent lowest responsive, responsible Bids for sixty (60) days after the Bid Opening. The Borough reserves the right, with the approval of the Bidders, to extend said period between Bid Opening and issuance of Notice of Intent.
- 4.9 After the awarding and signing of the Contract and approval of the contractor's performance bond, Bid Security for the remaining unsuccessful Bidders will be returned within three days, Sundays and holidays excepted.
- 4.10 If all Bids are rejected, Borough will return Bid Security to Bidders within sixty (60) days after Bid Opening, unless such time is otherwise extended.

5.0 AWARD

- 5.1 If a Bid is awarded by the Board of Commissioners, Borough will issue a Notice of Intent to the lowest responsive, responsible Bidder within sixty (60) days after Bid Opening and will hold Bidder's Bid Security pending execution of the contract. The sixty (60) days may be waived by the Bidder upon request of the Borough.
- 5.2 Borough's Notice of Intent will state Borough's intention to enter into the Contract with Bidder and Bidder shall execute the Contract within 45 days following receipt of Notice of Intent; otherwise, Borough shall consider Bid to be abandoned and Bid Security forfeited to Borough.

6.0 SCHEDULE OF LIQUIDATED DAMAGES

- 6.1 Not applicable

Bidder's Initials: _____

BOROUGH OF HADDONFIELD
BID FORM
(Must be Completed and submitted as part of Bid)
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Project Name: TREE INVENTORY SERVICES

1. Bid Documents: Bidders understand and accept the terms and conditions of the Bid Documents.
2. Contract: Bidders understand and accept that the successful Bidder shall enter into a Contract with the Borough of Haddonfield.
3. Bid Security: Bidders submit herewith Bid Security in the amount of ten percent (10%) of the Bid, but not in excess of \$20,000. Bidder understands and accepts that Bidder's Bid Security may be forfeited for failure by Bidder to comply with the provisions of the Contract.
4. Required Documents
 - a. Failure to submit the following documents is mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2). Please check in Bidder's Initial Column confirming that document is included with Bid.

Document	Bidder's Initial Indicating Inclusion in Bid
A Bid Security (Bid Bond, Certified Check or Cashier's Check) N.J.S.A. 40A:11-21	n/a
Stockholder Disclosure Certification N.J.S.A. 52:25-24.2	
A Listing of Subcontractors, if applicable (Subcontractor's Declaration) N.J.S.A. 40A:11-16	
Bid Form	
Business Registration Certificate	
Bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document(s)	
A certificate from a surety company. N.J.S.A. 40A:11-22	n/a

- b. Failure to submit the following documents may be cause for the bid to be rejected (N.J.S.A. 40A: 11-23.1b).

Document	Bidder's Initial Indicating Inclusion in Bid
Affirmative Action Compliance Notice	
Debarred List Affidavit	
Non-Collusion Affidavit (form <u>must</u> be notarized)	
Prevailing Wage Compliance Declaration	n/a
Public Works Contractor Registration Certificate	n/a

BOROUGH OF HADDONFIELD
BID FORM
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Project Name: TREE INVENTORY SERVICES

5. Exceptions: List exceptions to the specifications, if any.

6. Timeline: The Bidder states that the work will be completed within the following timeline:

A complete inventory will be submitted to the Borough no later than December 15, 2010. The additional report portfolio deliverables and all other deliverables will be submitted to the Borough no later than January 31, 2011.

7. Contact

All communications to the Bidder regarding this Bid should be addressed to (include phone and fax numbers):

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____

BOROUGH OF HADDONFIELD
BID FORM
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Project Name: TREE INVENTORY SERVICES

BID PROPOSAL

BASE BID (Level A)

The undersigned proposes to furnish and deliver an inventory that would be conducted *de novo*, without reference to the existing inventory data AND with a recommended portfolio of five report layouts that would be developed by the Borough.

Amount in words

\$ _____

Amount in numbers

Estimated delivery time: _____

ALTERNATE BID (Level B)

The undersigned proposes to furnish and deliver an inventory that would be conducted based on converting the existing inventory data AND with a recommended portfolio of five report layouts that would be developed by the Borough.

Amount in words

\$ _____

Amount in numbers

Estimated delivery time: _____

Signed _____

Name (print) _____

Company Name _____

Fed. I.D. # or Soc. Security #: _____

Attest: _____

Address _____

Name (print) _____

Title: _____

Phone _____

Date: _____

Contact Person _____

E-mail address: _____

BOROUGH OF HADDONFIELD
Project Name: TREE INVENTORY SERVICES

AFFIRMATIVE ACTION COMPLIANCE NOTICE

Each 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:

1. 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
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) 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

This form provides the bidder guidance on the requirements. It is advisory in nature only and is a non-mandatory, waiveable form.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
Department of the Treasury
State of New Jersey
P.O. Box 209
Trenton, NJ 08625-0209
(609) 292-5473

Web Address: www.state.nj.us/treasury/contract_compliance/ccmail.html

BOROUGH OF HADDONFIELD
Project Name: **TREE INVENTORY SERVICES**

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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 AA302) 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 contracting unit 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: _____

EXHIBIT A

P.L. 1975. C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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, nation 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 for the provisions of this non-discrimination 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the 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 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 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, race, 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 an 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 regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and conform with the applicable Federal law and consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal court decisions.

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 office 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 investigation pursuant to **Subchapter 10 of the Administrative Code NJAC 17:27.**

BOROUGH OF HADDONFIELD
Project Name: **TREE INVENTORY SERVICES**

MANDATORY LANGUAGE – AMERICANS WITH DISABILITIES ACT OF 1990

The Federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The requirement is described in the Instructions in section VII-B and fully displayed in Appendix B.

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

The contractor and the Borough of Haddonfield, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act")(42 U.S.C. s121 01 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 there unto, are made a 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 are 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 rising from such 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, 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 any other provisions of the Agreement or otherwise at law.

CONSENT OF SURETY

A performance bond may be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: _____
(Owner)

RE: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

Will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(Contractor)

(Authorized Agent of Surety Company)

Date: _____

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

BOROUGH OF HADDONFIELD
Project Name: **TREE INVENTORY SERVICES**

STOCKHOLDER DISCLOSURE CERTIFICATION

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 (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A, 53:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, Limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

This requires bidders to disclose whether they are a partnership, corporation or sole proprietorship. This form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION

This statement shall be included with Bid Submission

Project: **TREE INVENTORY SERVICES**

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholder holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|--|--|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Subchapter S Corporation |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Partnership | |
| <input type="checkbox"/> Sole Proprietorship | | |
| <input type="checkbox"/> Limited Partnership | | |

Signed and notarize the form below, and, if necessary, complete the stockholder list below.
(use additional paper if necessary)

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

BOROUGH OF HADDONFIELD
Project Name: **TREE INVENTORY SERVICES**
BUSINESS REGISTRATION CERTIFICATE

In compliance with P.L. 2004, c. 57, starting September 1, 2004, all business organizations and individuals that do business with the Borough of Haddonfield are required to be registered with the State of New Jersey and provide proof of that registration to the Borough.

The Statute states that failure to submit the Business Registration Certificate is mandatory cause for the bid to be rejected.

Please take the time now to apply for the certificate and include a copy with the Bid packet.

There is no charge to obtain a certificate. Businesses can obtain a certificate by calling (609) 292-1730 or at www.nj.gov/njbgs. Individuals performing personal services can obtain a certificate by calling (609)292-1730 or at www.nj.gov/treasury/revenue/pdforms/rega.pdf.

The Business Registration Certificate should not be confused with the Public Works Contractor Registration Act required for construction contracts or the Certificate of Authority.

BOROUGH OF HADDONFIELD
Project Name: **TREE INVENTORY SERVICES**

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, P.L. 1999, Ch 238 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

“Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the “New Jersey Prevailing Wage Act, P.L. 1963, c.150 (C.34:11-56.25 et seq)” and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.”

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch 238.

Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

<u>NAME</u>	<u>NOT REGISTERED</u>	<u>REG. #</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn
Before me this ____ day
of _____ 20__.

Notary Public of _____

My Commission Expires _____, 20__.

Signature

Name and Title
(Type or Print)

BOROUGH OF HADDONFIELD
Project Name: **TREE INVENTORY SERVICES**

SUBCONTRACTOR DECLARATION

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the work "**IN-HOUSE**" next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories below, please insert the word "**NONE**" in each appropriate space provided.

Plumbing and Gas Fitting and All Kindred Work: _____

Name _____ Phone # _____
Address _____
License Number _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating: _____

Name _____ Phone # _____
Address _____

Electrical Work: _____

Name _____ Phone # _____
Address _____
License Number _____

Structural Steel and Ornamental Iron Work: _____

Name _____ Phone # _____
Address _____

BOROUGH OF HADDONFIELD
Project: **TREE INVENTORY SERVICES**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

HOLD HARMLESS

The contractor agrees to indemnify and hold harmless the Borough of Haddonfield and all its employees from and against any and all claims, damages, losses, actions, suits, injury, liability and expenses (including attorney's fees) or other costs of any nature whatsoever which they may suffer or incur directly or indirectly in the connection with the negligent acts or omissions of the contractor, its agents, employees or subcontractors, and the agents, employees or any of them or anyone directly or indirectly employed by the contractor in connection with the carrying out of the contractor's obligations under this contract, including the furnishing of the equipment, materials and supplies at the site of the proposed work; and without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any tangible property (including the loss of use resulting therefrom), including that of the Borough.

Bidder's Initials: _____

INSURANCE COVERAGE REQUIREMENTS

The contractor must assume all risks connected with this work. He shall comply with all State Laws and Regulations concerning Worker's Compensation and shall maintain such insurance as will protect him against all claims for damages for personal injury, including death, and property damage which may arise during or as a result of the work done under this contract, either by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The contractor shall not commence work under this contract until he has obtained all insurance required by this section and such insurance has been approved by the Borough of Haddonfield, nor shall the contractor allow any subcontractor to commence work in his subcontract until all similar insurance required of the subcontractor has been obtained and approved. The contractor's insurance shall apply to and provide coverage for all subcontractors and/or suppliers unless the contractor forwards to the Borough the Certificate of Insurance for the subcontractor and/or supplier. Insurance coverage shall remain in effect until all work under the contract has been accepted by the Borough and at all times thereafter when the contractor may be removing or replacing defective work.

The contractor shall furnish the Borough with proof of insurance by providing a Certificate of Insurance from his authorized agent. The Borough of Haddonfield shall be named as an additional insured. The contractor shall give the Borough 30 days written notice of any material change in, cancellation of, or expiration of the policies. Any insurance company providing coverage must be authorized to do business in the State of New Jersey.

The following insurance is required:

General Liability – minimum \$1,000,000 each occurrence & aggregate
(Bodily injury and property damage combined)

Coverage must include:

Comprehensive Form
Premises-Operations
Explosion & Collapse Hazard
Products/Completed Operations Hazard
Contractual (blanket)
Broad Form Property Damage
Independent Contractors
Personal Injury

Commercial blanket bond – minimum \$1,000,000

Workers Compensation and Employer Liability - Statutory

Bidder's Initials: _____

BOROUGH OF HADDONFIELD
Project Name: **TREE INVENTORY SERVICES**

REQUEST FOR PREVAILING WAGE DETERMINATION
N.J.S.A. 34:11-56.25 et seq

The Borough of Haddonfield has requested prevailing wage rates for this project. The appropriate rates for Camden County are included in this bid package. Please note that this is a public work construction project and prevailing wage applies to this project.

Bidder's Initials: _____

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW
ENFORCEMENT COMMISSION (ELEC)**

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Bidder's Initials: _____

Tree Inventory Project

Tree Inventory and Assessment Contract Specifications

1. Project Management

- a. The borough, through the Haddonfield Shade Tree Commission, expects to provide the overall project management including:
 - i. Development, in consultation with the selected vendor, and updating of the overall project management plan;
 - ii. Determination, in consultation with the selected vendor, of the inventory and tree assessment criteria to be used;
 - iii. Evaluation, selection and implementation of a tree inventory system to replace the existing ACTR-based inventory system;
 - iv. Selection and implementation of the method by which the inventory deliverables will be converted or input;
 - v. Data verification of the converted or input inventory deliverables; and,
 - vi. Report development of the recommended report portfolio.
 - vii. Development and printing of final report to the state.
- b. The selected inventory vendor will provide:
 - i. Qualified vendor team, including onsite Certified Tree Expert to participate in the inventory including validation and review of all work; and,
 - ii. Ongoing management of vendor team by the onsite Certified Tree Expert.
- c. The borough will provide to the selected inventory vendor:
 - i. A hardcopy listing and soft copy version (format to be determined) of the tree inventory-related data contained within the current Tree Management System (See Note A). This listing will be sorted by street and residence address.
 - ii. Access to the tree inventory-related database contained within the current Tree Management System (See Note A).
 - iii. A hardcopy listing and map of all town residences, developed for use by the borough's tax assessment and zoning operations, sorted by block, street and residence address (See Note B).
 - iv. Additionally, the borough will work with the selected vendor to determine specifically which, if any, public space trees within 6 feet of streets and alley rights-of-way meet the criteria of "street trees" to be inventoried at this time.
 - v. The borough will provide to the selected vendor a work location accommodating two consultants.

2. Inventory Vendor Deliverables:

- a. A complete inventory and assessment of all borough street trees, including those on the streets and borough's alley rights-of-way. Trees located in public parks and other public areas such as schools and borough properties are not included, with the exception of specific trees, to be identified (See 1.b.iv.) located within 6 feet of the borough's streets and rights-of-way (See Note A).
- b. The inventory and assessment of each tree should include the following. This data, with the exception of Item 3.c., is maintained for the trees currently inventoried.
 - i. Species of tree (See Note C)
 - ii. Size (DBH) of tree
 - iii. Location of tree using standard GPS measures (See Note B)
 - iv. Location of tree based on street address including
 1. To and From street
 2. Relative street location, e.g. F1, F2, S1, S2, etc.
 - v. A physical review and condition assessment based on a five-level scale ranging from good to dead (See Note D);
 - vi. A determination of maintenance required for trees in fair or worse condition, based on predefined codes; and,
 - vii. Date of inventory and assessment of that site
- c. To the extent that the borough may wish to preserve its significant maintenance history for the trees currently inventoried, the borough requests that the bid be prepared at two levels.
 - i. Level A: The inventory would be conducted *de novo*, without reference to the existing inventory data; and
 - ii. Level B: The inventory would be conducted based on converting the existing inventory data,
 1. Validating and, if necessary, correcting existing records;
 2. Adding new records for the trees as yet not inventoried.
- d. The completed inventory and assessment data should be provided in a standard computer-readable format (See Note B) and in hard-copy.
- e. A recommended portfolio of five report layouts that would be developed by the borough for the purpose of:
 - i. Tracking the status of BLS-infected and potentially infected oak trees;
 - ii. Tracking the composition of the borough's street trees with regard to tree species and maturity goals;
 - iii. Tree management productivity reports reflecting the activities of the borough's tree-related employees and contractors; and,

- iv. Other management reports for either management of the borough's "urban forest" or productivity assessment.

3. Tree Inventory and Assessment Timetable

- a. Prior to the commencement of the Tree Inventory and Assessment, the borough will determine:
 - i. The tree inventory software system into which the inventory data will be input or converted;
 - ii. The extent to which data currently contained within the ACRT will be updated and converted for use during the inventory; and,
 - iii. The specific locations, streets and alley rights-of-way that will be surveyed.
- b. The selected inventory vendor will:
 - i. Begin project planning work shortly after the award of the contact, and no later than March 31;
 - ii. Begin actual tree inventory work no later than May 1, 2010.
 - iii. Provide the completed data to the borough no later than November 30, 2010.
- c. The vendor will cooperate with the borough in its project management role as follows:
 - i. The vendor will report monthly status reports to the designated borough representative;
 - ii. As the vendor completes a portion of the inventory and assessment (25% of residences; 50% of residences and 75% of residences), the vendor will provide the following to the designated borough representative:
 - 1. Summary totals for that portion of the assessment (see above) of the number of residences, number of trees by species and physical condition of trees; and,
 - 2. Sample inventories for three blocks in that portion of the assessment (see above), with the blocks to be determined by the designated borough representative.
- d. The vendor will provide the additional report portfolio deliverables and all other deliverables no later than January 31, 2011.

Notes

- A. The borough estimates that there are approximately 10,500-11,000 street trees distributed along the borough's 4,400 residences.
 - a. The current ACTR-based inventory system includes approximately 7,000 trees by 3,200 residences, or approximately 65 percent of the borough's street trees. Based on two sample inventory efforts and the continuous updates performed as part of the borough's ongoing tree management

program, the current tree inventory records are approximately 80 percent correct.

- b. Haddonfield currently uses the ACRT system as its tree inventory and tree maintenance and management program. As the ACRT system is no longer supported, the Shade Tree Commission is evaluating its replacement and has submitted grant applications to partially fund its replacement. The Shade Tree Commission is looking at the standard software available in the market for a standalone Tree Management System, including inventory, tree-related work order management and management reporting capabilities. If the conversion to a new system is completed before the start of the inventory, all data will be provided from the new system's database in lieu of ACRT. In any case, the inventory and assessment deliverables must be provided in a standard softcopy format that can be easily converted to the new system's database.
- B. Today, the borough maintains a GIS-based system for tax and zoning purposes, and uses GIS data as part of its capital projects planning work. However, the Department of Public Works server does not access this data, nor it is used as part of the daily operations. As the Department of Public Works expects to incorporate GIS data into its future operations, the data should be collected as part of the tree inventory.
- C. The current Tree Management System database maintains cultivar as well as the species information for all street trees planted in the past 20 years. This information would be converted or re-input by the borough as part of the move to a new Tree Management System.
- D. This scale is currently used in the Tree Management System, with ranges of good, fair, poor or failing, dead or dying, and unknown status.