

**BOROUGH OF ENGLEWOOD CLIFFS  
BERGEN COUNTY, NEW JERSEY**

**PUBLIC NOTICE TO BIDDERS**

**PUBLIC NOTICE** is hereby given that signed and sealed proposals for:

**2019 TREE PRUNING AND REMOVAL FOR THE SHADE TREE COMMISSION OF THE  
BOROUGH OF ENGLEWOOD CLIFFS**

more specifically described in the specifications for use by the Shade Tree Commission of the Borough of Englewood Cliffs will be received by the Mayor and Council of the Borough of Englewood Cliffs, Bergen County, New Jersey in the Borough Hall, 482 Hudson Terrace, Englewood Cliffs, New Jersey at 11:00AM prevailing time, or as soon thereafter as the matter can be heard on **March 5, 2019** at which time they will be publicly opened and read.

All bids submitted shall be considered a lump sum bid per hourly rate submitted on bid form of specifications; no escalator clauses will be accepted.

Instructions may be found on: website [www.engagewoodcliffsnj.org](http://www.engagewoodcliffsnj.org) , by email by [lduffy@engagewoodcliffsnj.org](mailto:lduffy@engagewoodcliffsnj.org) or in person at Borough Hall, 482 Hudson Terrace, Englewood Cliffs, New Jersey, between the hours of 9:00 A.M. and 4:00 P.M. daily except Saturdays, Sundays and holidays.

Lisette M. Duffy, RMC

Each bid proposal must be accompanied by the following:

- 1. BID GUARANTEE**  
A certified check or cashier's check payable to the Borough of Englewood Cliffs in the amount of ten (10%) of the bid but not in excess of \$20,000.00 or a satisfactory bid bond in the sum of ten percent (10%) of the bid executed by a bidder and a surety company authorized to do business in the State of New Jersey.
- 2. CONSENT OF SURETY**  
An appropriate Sureties Consent by the Surety Company qualified to do business in the State of New Jersey. The Bonding itself to become surety for the full and faithful performance of the contract in an amount equal to One Hundred Percent (100%) of the contract price for the protection of all persons furnishing materials or labor or fulfilling the contract.
- 3. AN AFFIRMATIVE ACTION AFFIDAVIT.**  
Complete the attached affidavit forms.
- 4. POWER OF ATTORNEY**  
Authorizes another person to act as the bidder's agent or attorney.
- 5. OWNERSHIP STATEMENT CERTIFICATE**  
Setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock.
- 6. NON-COLLUSION AFFIDAVIT**
- 7. DOCUMENT ACKNOWLEDGING THE BIDDER'S RECEIPT OF ANY NOTICE OF REVISION OR ADDENDA TO ADVERTISEMENTS OR BID DOCUMENTS.**
- 8. A LISTING OF SUBCONTRACTORS AS REQUIRED BY SECTION 16 OF P.L. 1971, c.198 (C.40A:11-16).**

**9. EQUIPMENT CERTIFICATION**

**10. BUSINESS REGISTRATION CERTIFICATE**

In the event that a check or bank draft is delivered with the proposal as aforesaid, the same will be returned to all unsuccessful bidders upon the award of the contract to the successful bidder. No proposals or bids will be received subsequent to the time specified in said advertisement.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Mayor and council of the Borough of Englewood Cliffs.

The Borough reserves the right to reject any and all bids and to waive any informality in the bids.

Bidders are required to comply with requirements of P.L. 1975, C127 and with all provisions of N.J.S.A. 10:21 through 10:24 and all rules and regulations promulgated thereunder.

**Lisette M. Duffy, RMC  
Borough Clerk/Administrator**

## **BID DOCUMENTS**

### **ENGLEWOOD CLIFFS SHADE TREE COMMISSION Tree Pruning & Removal**

#### Scope of Work:

The work to be performed under this contract shall consist of the removal of dead, dying, diseased, interfering, objectionable, and weak branches, the removal of dead or dangerous trees at the direction of the Shade Tree Commission and the disposal of removed wood.

The Contractor shall furnish all materials, equipment, transportation, traffic protection, labor and all else necessary therefore and incidental thereto.

All work to be performed and materials used in these contracts shall conform to the standards set by the New Jersey Board of Tree Experts' Pruning Standards for Shade Trees 1997.

After completion of the work within an area, all branches and debris must be removed from the job site and the site restored to its previous condition.

#### Limits of Work:

The limits of work under this contract shall include the pruning and removal of trees within the limits of Englewood Cliffs as set forth herein.

#### Special Requirements:

##### Maintenance and Protection of Traffic Where Applicable

The full width of existing roadways shall be available for traffic at all times, except through the actual work areas, where the Contractor may, if necessary, occupy with his equipment, ten (10) feet of existing pavement.

Traffic on active traffic lanes shall be maintained in its normal pattern except that as necessary in the opinion of the Supervisor of Roads in the actual work areas and while the work is actually in progress, the traffic of that roadway may be restricted. At no time will a traffic lane have an obstructed width of lane less than ten (10) feet.

During working hours the Contractor shall, at his own expense, employ competent flagmen for such periods as may be, in the opinion of the Supervisor of Roads, necessary to adequately protect traffic and his work. During non-working hours, the Contractor shall not restrict the normal flow of traffic with any of the equipment or materials that he has brought onto the job. All pieces of wood and other debris caused by the pruning operation must be removed from the job site after each days operation.

A warning sign bearing the message "Caution Men Working In Trees" shall be placed not less than three hundred (300) feet in advance of tree pruning or tree removal operations, facing each direction of travel. The letters shall be black and mounted on a yellow reflective background. The signs shall be maintained clean so as to provide maximum visibility.

If battery operated flashing warning lights are used to delineate a traffic hazard, they shall be yellow-flashing electric flasher units conforming to the specifications therefore on file at the office of the Bureau of Safety, Transportation Department, 1035 Parkway Avenue, Trenton, N.J. These specifications require, in part, that the flashing lights be weatherproof and reasonably tamper-proof and theft-proof; shall operate with a flash rate between 55 and 75 flashes per minute with a flash duration of not less than 18% of each flash cycle; and shall be inspected and cleaned daily so as to maintain the lights in proper working condition.

Where the Contractor occupies, with his equipment, portions of the existing pavement, his traffic cones will be used to protect traffic.

Traffic cones shall be used and aligned so that traffic will be delivered in a gradual transition.

Traffic cones shall be of rubber, of 28 inches overall height, 2 inches outside diameter at the top and 15 inches outside diameter at the bottom, tapering to a 15 inch square base. The top portion of the cones shall be painted red and the body yellow, with latex rubber base paint over primer. The cones shall be painted at the place of manufacture. The cone base shall be 7 ½ pounds exclusive of attachments. An approved equal of florescent red-orange cones of 100% polyvinyl chloride may be substituted.

#### Permits and Licenses:

Vehicles and sweepers used on this project must be registered by the State of New Jersey. Specific requirements may be secured from the Director, Division of Motor Vehicles.

#### Unity & Payment:

Payment for tree pruning and tree removal will be made on the actual number of crew hours worked at the bid price per crew hour as stated in the Proposal. Payment will be made on properly prepared vouchers supplied by the Shade tree Commission completed by the Contractor and approved by the Mayor and Council.

The Shade Tree Commission shall notify the contractor of the scope of the work to be performed. The Contractor shall review and submit within five (5) days his cost to perform said work based upon his crew price per hour. If the Shade Tree Commission approves the Contractor's proposal, he shall perform said work and will be limited to the costs contained within his proposal. In the event the Contractor encounters unforeseen problems in performing the work, he should immediately inform the Shade Tree Commission for additional approval for the additional work to be performed based upon his rate per crew hour.

crew hour is hereby defined as the number of persons and pieces of equipment necessary to perform the required tree pruning in a satisfactory manner. This shall include as a minimum, one (1) climbing foreperson, two (2) first class climbers, one (1) ground person, one (1) truck, one (1) brush chipper, one (1) power saw, and other incidental tools as may be required. In addition, the contractor shall employ competent flagmen when directed by the Supervisor of Roads and other personnel as he may need.

If due to storms or accidents the services are required at other than normal working hours which are (7:30 AM to 4:00 PM), Monday through Friday, exclusive of holidays, payment will be at one and one-half times the rate as stated in the Proposal.

#### Minimum Wage Rates:

The Contractor is put on notice that he must pay workers the prevailing wage rates promulgated by the New Jersey Department of Labor and Industry for this Project, copies of which are on file with the County and which will be made a part of this contract, pursuant to chapter 150, P.L. 1963, but in any case must also comply with Federal Regulations establishing a minimum rate.

#### Locations:

Only trees designated on the work order from the Shade Tree Commission shall be pruned or removed.

#### Utility Agencies:

Utility agencies shall be contacted by the Contractor any time tree work is so close to the utility that it "could" come in contact with that facility, or if assistance is needed to work safely around overhead or underground installations.

Tree pruning and removal operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations of this contract.

Tree Damage:

Any damage caused by Contractor is to be repaired immediately at no expense to and to the satisfaction of the Borough of Englewood Cliffs. Tree damages as judged by the Borough of Englewood Cliffs will be appraised to determine the value of the damages. If the Borough of Englewood Cliffs determines that the damage warrants removal, it will be done by the Contractor at no cost to the Borough of Englewood Cliffs. The appraised cost of damage may either be paid to the Borough of Englewood Cliffs or deducted from moneys owed the Contractor. If the damage resulted in removal of the tree, the Borough of Englewood Cliffs may accept replacement trees whose combined diameter is equal to that of the tree removed. All replacement trees shall be balled and burlapped and of a species approved by the Committee. Replacement trees shall be delivered to the Borough of Englewood Cliffs between April 1<sup>st</sup> and May 15<sup>th</sup> of the year following the damage.

Clean Up:

1. All debris from tree pruning, tree removal and stump operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the Borough of Englewood Cliffs to do otherwise. All lawn areas shall be raked, all streets and sidewalks swept, and all brush, branches and logs shall be removed from the work site. Work areas are to be left in a condition equal to that which existed prior to the commencement of forestry operations.
2. It shall be the responsibility of the Contractor to remove and dispose of, in a proper and acceptable manner, all logs, brush and debris resulting from the tree maintenance operations.

Damages:

Any damages done by the Contractor to any person or property, public or private, is the sole responsibility of the Contractor and shall be repaired or compensated for by the Contractor to the satisfaction of both injured party and the Borough of Englewood Cliffs at no cost to the Borough of Englewood Cliffs.

Insurance:

The Contractor shall agree to indemnify and to hold the Borough of Englewood Cliffs and the Borough of Englewood Cliffs Shade Tree Commission harmless for all damages resulting from work conducted under this contract pursuant to these specifications and resulting contract and shall file with the Borough of Englewood Cliffs a Liability Insurance Policy or certificate in the amount of \$500,000 per occurrence; \$2,000,000 aggregate for Bodily Injury Liability; and \$2,000,000 aggregate for Property Damage Liability, which policy shall cover the Borough of Englewood Cliffs as an additional insured. The Contractor shall also provide evidence of New Jersey Worker's Compensation Insurance.

Upon execution of the contract, the Contractor shall provide the Borough of Englewood Cliffs with an exact copy of the insurance policy required hereunder, and, within fifteen (15) days after execution of the contract, with a copy of the endorsement naming the Borough of Englewood Cliffs as an additional insured under the Contractor's comprehensive general liability coverage.

Working Hours:

The Contractor shall schedule work between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, unless authorized by the Borough of Englewood Cliffs to do otherwise.

Discontinuation of Work:

Any practice as determined hazardous by the Borough of Englewood Cliffs shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

Observances of Laws, Ordinances and Regulations:

The Contractor at all times during the term of this Contract shall observe and abide by all Federal, State and Local Laws which in any way affect the conduct under this contract of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, Rules and Regulations as they relate to hiring, wages and other applicable conditions of employment.

Contract Termination:

The Borough of Englewood Cliffs shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The Contractor, in the opinion of the Borough of Englewood Cliffs, is not adequately complying with the specifications.
3. Proper arboricultural techniques are not being followed after warning notification by the Borough of Englewood Cliffs.
4. The Contractor refuses, neglects or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity.
5. The Contractor, in the judgment of the Borough of Englewood Cliffs, is unnecessarily or willfully delaying the performance and completion of the work.
6. The Contractor refuses to proceed with work when and as directed by the Borough of Englewood Cliffs.
7. The Contractor abandons the work.

Indemnification:

The Contractor shall indemnify and hold harmless the Borough of Englewood Cliffs and the Borough of Englewood Cliffs Shade Tree Commission and its officers, agents and employees against all suit, claims, loss, cost, damage, expense, or liability that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of the contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his employee, and whether or not the person injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized subcontractor; and the Contractor shall, at his own expense, defend the Borough of Englewood Cliffs and the Borough of Englewood Cliffs Shade Tree Commission in all litigation or claim incurred in connection therewith; and shall, at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the Borough of Englewood Cliffs or the Shade Tree Commission, or any of its officers, agents or employees.

Extra Work:

No claims for extra work shall be covered except by written agreement between the Borough of Englewood Cliffs and the Contractor.

Emergency Work:

1. Need and Response

Throughout the term of the contract, it may become necessary for the Contractor to assist the Borough of Englewood Cliffs in providing emergency tree services. The Contractor shall provide telephone numbers at which a representative can be reached on a 24 hour emergency basis. When severe winds, ice storms, or other conditions cause a need for emergency assistance, the Contractor shall respond and commence work as soon as possible after receiving the emergency request notification.

2. Emergency Work Requirement

The Contractor shall be paid in accordance with his bid price per crew hour. The Contractor shall furnish crews, fully equipped with aerial lift equipment, trucks, chippers and all necessary power and hand tools as specified by the Borough of Englewood Cliffs. Crew personnel shall include, but not be limited to the following:

- a. Foreman\_(working) shall provide supervision of the emergency work force and shall have responsibility for giving directions, making decisions and assuming responsibility for all work completed by the Contractor.
- b. Climber/Trimmer must possess skills necessary for working in trees from an aerial lift, or by the use of ropes, saddles and other hand climbing equipment.
- c. Ground person must possess skills necessary in ground operations such as loading trucks, cutting limbs on the ground, operating chippers, raking and cleaning up the work area.

An ISA Certified Arborist or a New Jersey Certified Tree Expert must be on staff and on site.

Bidders shall carefully examine the site of the proposed work and judge for themselves as to the nature of the work to be done and the condition under which it has to be accomplished.

All tree work must comply with the detailed specifications that are part of the bid package and per the requirements for an insurance certification which will be requested.

ISA CERTIFIED ARBORIST \_\_\_\_\_ NUMBER \_\_\_\_\_  
(Arborist name) (ISA certification #) OR

CERTIFIED TREE EXPERT \_\_\_\_\_ NUMBER \_\_\_\_\_  
(Expert's name) (CTE certification #)

FIRM NAME \_\_\_\_\_ BY \_\_\_\_\_  
(Corporate, partnership, individual)

(Signature)MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_

**ENGLEWOOD CLIFFS  
SHADE TREE COMMISSION**

**Bid Sheet Tree Pruning and Removal for 2019**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Bid Price Hourly rate for tree pruning and removal \_\_\_\_\_

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_



**CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, the \_\_\_\_\_

\_\_\_\_\_ a corporation

organized and existing under the laws of the State of \_\_\_\_\_ and authorized to

do business in the State of New Jersey, do hereby consent and agree with the Borough of

Englewood Cliffs that if the foregoing proposal of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ hereinafter called the Contractor, for the \_\_\_\_\_ be accepted, and a Contract for said work be awarded to said Contractor, we will, upon its being so awarded, become Surety for said Contractor and agree to be bound with said Contractor upon the terms and conditions set forth in the Proposal and Specifications and shall provide security through the issuance of a Performance Bond in an amount equal to One Hundred Percent (100%) of the Contract price and to be conditioned so as to indemnify the Borough of Englewood Cliffs against loss due to the failure of the Contractor to fulfill the obligations and requirements of said Contract.

IN WITNESS WHEREOF, said Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_  
Surety Company  
Attorney-in-Fact

ATTEST:

\_\_\_\_\_

**NOTE: PLEASE EXECUTE THIS CONSENT OF SURETY FORM.**

Consent of Surety must be accompanied by (a) appropriate acknowledgments of the respective parties, (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where Consent of Surety is executed by agent, officer, or other representative of Principal or Surety, (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.



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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted 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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

I am aware that if my assertions on behalf of the Contractor made in this Affirmative Action Affidavit are false, I am subject to punishment.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

SWORN AND SUBSCRIBED TO  
BEFORE ME THIS        DAY  
OF                    , 2019.

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

My Commission Expires: \_\_\_\_\_

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program?      Yes     No   
If yes, please submit a photo copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes  No   
If yes, please submit a photo copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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: \_\_\_\_\_

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

Name of Business - \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders 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:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below and, if necessary, complete the stockholder list below.

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 \_\_\_\_\_, 2019.

\_\_\_\_\_

(Affiant)

(Notary Public)

\_\_\_\_\_

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

SS:

I, \_\_\_\_\_ residing in \_\_\_\_\_

(name of affiant)

(name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_

(title or position)

(name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid entitled

\_\_\_\_\_, and that I executed the said proposal with

(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies

(name of contracting unit)

upon the truth of 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 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

\_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_

Signature

\_\_\_\_\_, 2019

\_\_\_\_\_

Notary public of

(Type or print name of affiant under signature)

My Commission expires \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

**Borough of Englewood Cliffs  
2019 Tree Pruning the Removal Services**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit’s record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment by bidder:

Name of Bidder:

By Authorized Representative:

Signature:

Printed Name and Title:

Date:

**LIST OF PRINCIPAL SUBCONTRACTORS**

Pursuant to NJ Local Public Contracts Law 40A:11-16, each bidder shall list the name or names of, and provide evidence of performance security (Consent of Surety) from all subcontractors to whom the Bidder proposes to subcontract the furnishing of plumbing and gas fitting, and all kindred work, of the steam and hot water heating and ventilating apparatus, of steam and hot water heating and ventilating apparatus, of steam power plants and kindred work, and of electrical work, structural steel and ornamental iron work, each of which subcontractor shall be qualified in accordance with the Contract Documents and N.J.S.A. 40A:11-16.

NAMES AND ADDRESSES OF ALL SUBCONTRACTORS TO BE USED FOR THE PROJECT

<u>Name and Address</u>	<u>Trade</u>	<u>Dollar Amount of SubContract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Add Additional Sheets, if so required)

**PLEASE NOTE: A Business Registration Certificate and a New Jersey Public Contractor’s Registration Certificate must be provided for each listed Subcontractor.**



**EQUIPMENT CERTIFICATION**

**INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION**

For the necessary equipment owned, leased or controlled by the Bidder, Part 1 shall be completed. For the necessary equipment not owned, leased or controlled by the Bidder, Part 2 shall be completed. These certifications are made pursuant to the provisions of N.J.S.A. 40A:11-20 and must be submitted with the Proposal. Attach additional pages, if necessary.

**PART 1**

This is to certify that I, the Bidder signing the attached Proposal, own, lease or control the necessary equipment required to accomplish the work shown and described in the Contract Documents and described below

**LIST OF EQUIPMENT**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____

**(ATTACH ADDITIONAL SHEETS AS REQUIRED)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

**PART 2**

This is to certify that I, the Bidder, signing the attached Proposal, will obtain the following necessary equipment from the indicated source. I have attached hereto a certificate from the owner or person in control of the equipment granting to me, the Bidder, control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

LIST OF EQUIPMENT

SOURCE OF EQUIPMENT

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**(ATTACH ADDITIONAL SHEETS AS REQUIRED)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

# STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Assignment

Code

FORM AA-201

Revised 11/11

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

<b>1. FID NUMBER</b>		<b>2. CONTRACTOR ID NUMBER</b>		<b>5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDCING CONTRACT</b>							
<b>3. NAME AND ADDRESS OF PRIME CONTRACTOR</b>				Name:							
				Address:							
(Name)				CONTRACT NUMBER		DATE OF AWARD		DOLLAR AMOUNT OF AWARD			
(Street Address)				<b>6. NAME AND ADDRESS OF PROJECT</b>				<b>7. PROJECT NUMBER</b>			
(City) (State) (Zip Code)										Name:	
<b>4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]</b>				COUNTY				<b>8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES OR NO</b>			
<b>9. TRADE OR CRAFT</b>		PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
		MALE		FEMALE		MALE		FEMALE			
		J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER											
2. BRICKLAYER OR MASON											
3. CARPENTER											
4. ELECTRICIAN											
5. GLAZIER											
6. HVAC MECHANIC											
7. IRONWORKER											
8. OPERATING ENGINEER											
9. PAINTER											
10. PLUMBER											
11. ROOFER											
12. SHEET METAL WORKER											
13. SPRINKLER FITTER											
14. STEAMFITTER											
15. SURVEYOR											
16. TILER											
17. TRUCK DRIVER											
18. LABORER											
19. OTHER											
20. OTHER											

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

\_\_\_\_\_  
(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

**For instructions on completing the form, go to:**  
[http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa202ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf)

1. Name and address of Prime Contractor  <small>(NAME)</small>		2. Contractor ID Number	3. F ID or SS Number	
			4. Reporting Period	
<small>(ADDRESS)</small>		5. Public Agency Awarding Contract		Date of Award
<small>(CITY)</small>	<small>(STATE)</small>	<small>(ZIP CODE)</small>	6. Name and Location of Project <span style="float:right">County</span>	
			7. Project ID Number	

8. CONTRACTOR NAME <small>(LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)</small>	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSIFICATION <small>(SEE REVERSE)</small>	11. NUMBER OF EMPLOYEES						12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS				14. % OF WORK HRS		15. CUM. WORK HRS			16. CUM. % OF W/H	
				A.	B.	C.	D.	E.	F.		TOTAL WORK HOURS	A.	B.	A.	B.	TOTAL WORK HOURS	A.	B.	A.	B.	
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES			MIN. W/H	FEMALE W/H	% OF MIN. W/H	% OF FEMALE W/H		MIN. HOURS	FEMALE HOURS	% OF MIN. W/H	% OF FEM. W/H	
			J																		
			AP																		
			J																		
			AP																		
			J																		
			AP																		
			J																		
			AP																		
			J																		
			AP																		

17. COMPLETED BY (PRINT OR TYPE)

(NAME) (SIGNATURE) (TITLE)

(AREA CODE) (TELEPHONE NUMBER) (EXT.) (DATE)

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY		
4. COMPANY NAME				
5. STREET	CITY	COUNTY	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				
10. PUBLIC AGENCY AWARDED CONTRACT				
	CITY	COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MI .	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
<b>TOTAL</b>														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED  MO.   DAY   YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO.   DAY   YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE    ZIP CODE    PHONE (AREA CODE, NO., EXTENSION)