

TOWNSHIP OF WYCKOFF

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN, that sealed bids for the below listed service will be received by the Township of Wyckoff, Bergen County, New Jersey on Tuesday, July 28, 2020 on or before 11:00 AM prevailing time in the second-floor court room in Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey. Bid submission is encouraged via certified mail or overnight delivery.

**PRUNING, ELEVATING, REMOVAL OF SHADE TREES & STUMPS**

Specifications may be obtained in the office of the Township Administrator, Room 106, Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey. All bidders must use and complete all forms and must comply with every requirement contained in the specifications.

Each proposal must be enclosed in a sealed envelope bearing the name and address of the bidder, must be addressed to the Township of Wyckoff and plainly marked, **BID FOR SHADE TREE WORK**.

Each bidder is required to have obtained a Business Registration Act Certificate from the New Jersey Department of Treasury/Division of Revenue, 609-292-1730.

Bidders are required to comply with the requirements of NJSA 10:5-31 et. seq. and NJAC 17:27.

The Township Committee reserves the right to waive any technicalities in the bidding process in accordance with the law as may be deemed best for the interests of the Township of Wyckoff. The Township of Wyckoff also reserves the right not to consider any bids in accordance with the law. The contract, if awarded, shall be awarded to the lowest responsible bidder whose bid is responsive in all material aspects to the bid requirements.

Bidders shall not submit bids with qualifying conditions or provisions.

To view the live-streamed bid opening, please access the YouTube link which will be posted on the Wyckoff web site's home page at [www.wyckoff-nj.com](http://www.wyckoff-nj.com) as a "NEWS" item immediately prior to the commencement of the meeting at approximately, 10:55 AM on July 28, 2020.

To be notified of all future live streamed bid opening, please create a YouTube account and subscribe to our YouTube channel, "Township of Wyckoff"

These measures are implemented to allow vendors and members of the public to observe the bid opening via live streaming.

Due to the Covid-19 Public Health Emergency, vendors and members of the public will not have access to Town Hall.

Nancy A. Cole  
Acting Municipal Clerk

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## SECTION I

### INSTRUCTIONS AND REQUIREMENTS TO BIDDERS

1. The intent of the Township of Wyckoff is to have a responsive and responsible tree service contractor supervised by a New Jersey Certified Tree Expert, prune, elevate and remove shade trees and grind tree stumps in accordance with the specifications and in accordance with the best practices of the trade.
2. All work must be supervised by a N.J. Certified Tree Expert, under the direction of the contractor. **Bidders must submit a copy of the Certificate of the N.J. Certified Tree Expert (with their bid submission) who will supervise the work described in this specification.**
3. **All bidders shall submit (with their bid submission) the "Experience & Reference" Affidavit indicating a minimum of five (5) years experience in this type of work and listing the municipality name, street address, email address, telephone number and contact person of three (3) municipalities for whom they have performed similar work.**
4. The successful bidder shall present a Certificate of Insurance indicating minimum limits of \$500,000 for auto, workmen's compensation and comprehensive general liability. Bidders must sign the Township of Wyckoff's Hold Harmless Agreement, if awarded the contract.
5. There shall be no sub-contractors performing tree work.
6. The contractor shall begin work within ten (10) calendar days after the receipt of a contract purchase order, and contractor shall continue thereon without interruption until the work is completed. **The entire work shall be completed in forty-five (45) calendar days or less.** Failure in this regard shall place the contractor in default and shall reduce the amount payable to him by \$50 per day in excess of the forty-five (45) calendar days that the work is still not acceptable or complete. A working day is every day of the week except Sundays and holidays.
7. **The bidder shall be responsible for safeguarding the property of residents and citizens when performing his work so as not to damage lawns, shrubs, sidewalks, curbs, structures and vehicles on or off the public streets. The successful bidder shall be responsible to restore any damaged property to original condition if damage occurs. The contractor is to dispose of all resulting debris from the work performed, and to leave the area and road in a clean and orderly manner. Such disposal will be at the contractor's expense.**
8. In the event there is a question about a tree (i.e., not marked clearly, etc.) the bidder shall contact the Shade Tree secretary at 201-891-7000, ext #104 between 9AM-4PM.
9. All bids must be enclosed and received in a sealed envelope and plainly marked on the outside "**BID FOR SHADE TREE WORK.**"
10. Bids must be submitted in ink or typewritten only.

## SECTION I - Instructions to bidders

11. The Proposal (cover) Sheet must be completed and signed by a company official in order to be accepted by the Township of Wyckoff as a valid bid.
  
12. In accordance with N.J.S.A. 52:25-24.2 submission of statement required for bidding on public contracts is required in the specific format of the Statement of Ownership Disclosure in this specification. No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work of the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.  
 To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.
  
13. A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can any changes in price or other details be made by letter, telegram or verbal statement.
  
14. Payment for services shall be made after receipt, inspection and acceptance of the tree services by the Shade Tree Commissioner Chairperson and within fifteen (15) calendar days of receipt of a properly certified and tabulated Township of Wyckoff voucher after it is presented to the Township Committee for review and approved for payment at a Township Committee public meeting.
  
15. All work must be completed in a safe manner.

## SECTION I - Instructions to Bidders

16. Bids may be forwarded through the mail. However, the Township will not assume responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the specific room and place designated. The Township shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Township shall not be responsible for bidder's hand delivering bids who arrive late or to the wrong location.
17. THE SUCCESSFUL BIDDER WHOSE BID IS ACCEPTED WILL BE HELD RESPONSIBLE FOR ANY LOSS OR ERROR ARISING FROM HIS FAILURE OR MISUNDERSTANDING OF THE REQUIREMENTS LISTED IN THE SPECIFICATIONS.
18. **SITE EXAMINATIONS AND ESTIMATES:**  
**Bidders are encouraged to make a site examination in order to make exact measurements and precise bid prices.**
19. Specifications may be obtained at the office of the Township Administrator, Memorial Town Hall, Scott Plaza, Wyckoff, NJ.
20. Intentionally left blank.
21. Each proposal must be enclosed in a sealed envelope bearing the name and address of the bidder, must be addressed to the Township of Wyckoff and plainly marked on the outside of the envelope, "**BID FOR SHADE TREE WORK.**"
22. The Township reserves the right to award this bid in whole or in part. The Township reserves the right to not consider any or all bids which are non-responsive to the bid specification and to waive any technicalities allowed by law and also reserves the right to select the successful bidder or bidders whose proposal does, in the opinion of the Township Committee, best meet the needs of the Township.
23. Any questions regarding this bid should be referred to Mr. Robert J. Shannon, Jr., Township Administrator, at 201-891-7000 on weekdays from 9:00 a.m. to 4:00 p.m.

## SECTION I - Instructions to Bidders

24. During the performance of this contract:
- (a) The parties to this contract agree to incorporate into this contract the mandatory affirmative action language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et. seq and NJAC 17:27, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.
  - (b) The parties to this contract agree to incorporate into this contract the mandatory affirmative action language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et. seq and NJAC 17:27, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 5.3.
25. All bidders to be considered, a responsive bidder shall have in their employ or have contracted for the services of a NJ Certified Tree Expert licensed by the State of New Jersey. **Copy of said certificate is required to be submitted with the bid proposal.**
26. The contractor shall be cognizant that all work is performed on the public right-of-way and as such, must keep the right-of-way clean and passable for pedestrians, school children and vehicles.
27. The Township is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and sales tax, and local taxes.
28. Bid prices are to remain firm for a period of not less than sixty (60) days to allow the Township to determine the lowest bid that shall most economically serve the intentions of this bid.
29. Equal or tie bids. The Township of Wyckoff reserves the right to award at its discretion to any one of the tie bidders in any procedure it deems in the best interest of the Township of Wyckoff.
30. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract. Should there be any reduction in successful bidder(s) prices as submitted, vendor agrees that all deliveries made on and after such date of price reduction will be invoiced on the basis of reduced prices.
31. The successful bidder shall be responsible for providing an Affirmative Action valid employee information report or completing and providing to the Wyckoff Administrator an Affirmative Action 302 form after notification of apparent low bidder and prior to contract award date as notified by the Township Administrator. Failure to comply will void any award.

## SECTION I - Instructions to Bidders

32. **Bidders shall sign the attached Non-Collusion Affidavit and submit in them bid proposals.**
33. The contractor, by submitting a bid, attests to the fact that neither he or she, his or her company, nor any subcontractor are prohibited from receiving the award under N.J.S.A. 34:11-56.38 (regarding State of New Jersey list of debarred contractors and subcontractors).
34. The successful bidder(s) will be required to execute a purchase order contract which will include all terms, conditions, and specification documents. No terms or conditions other than those set forth in the specifications shall be permitted in the purchase order contract documents, nor will any form of contract submitted by the successful bidder be accepted by the Township of Wyckoff in lieu of the Township's form of contract. The successful bidder shall not change any specification conditions in any way during the contract period.
35. The apparent low bidder shall be responsible to submit to the Township of Wyckoff the following requirements after the bid opening when they are notified, they are the apparent low bidder and before a contract award date.
  - a. In accordance with P.L. 2009, c.315. a Business Registration Certificate (BRC) issued by the NJ Department of Treasury, Division of Revenue. The apparent low bidder shall have obtained the BRC prior to receipt of bids.  
The apparent low bidder shall be responsible for providing an Affirmative Action valid employee information report or completing and providing to the Wyckoff Administrator an Affirmative Action 302 form after notification of apparent low bidder and prior to contract award date.
36. The successful bidder will provide all necessary tools and equipment required to start and complete the job. **This will include cranes, chippers and/or bucket trucks as may be needed.**
37. Successful bidder(s) shall indemnify and save and keep harmless the Township of Wyckoff against any and all claims for royalties, patent infringements or suits for information thereon which may be involved in the manufacture or use of the items to be furnished.
38. The contractor shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
39. Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Wyckoff's Purchasing Agent's decision shall be final and conclusive.
40. If the price bid is different in numbers and words, the price bid in words shall be determined as the official price bid.

## SECTION I - Instructions to Bidders

41. Bidders shall not change or modify any of the Township of Wyckoff's requirements Listed in this specification.
42. Any prospective bidder who wishes to challenge a bid specification may file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a specification.
43. The provision or performance of goods or services under this specification and by the successful vendor, shall not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States or nationality.
44. No official, employee or agent of the Township of Wyckoff is permitted to accept gift(s) from vendors or other conducting business with the Township of Wyckoff.
45. Property Damage. The Contractor shall be held responsible for all damages or injury done by those in his employ to a Township vehicle and equipment. The Contractor shall restore or repair, at his own expense in a manner satisfactory to the owner, such property as was damaged by those in his employ during the execution of the project. In case of failure on the part of the Contractor to restore or repair such property in the manner satisfactory to the owner, the Township Administrator may, upon 48 hours' notice to the Contractor, proceed to make such repairs or restore such property, that in his judgment, has been injured or damaged by the Contractor or those in his employ, and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.
46. The Township requires the tree preservation and removal work in this specification to be performed in accordance with the best practices of the trade for longevity of the trees. The Township has determined that based on experience, this is accomplished by a bidder whom employs a NJ Certified Tree Expert who supervises this work. Therefore, the Township has made this a requirement of the work.
47. Insurance Requirements: The Contractor shall be required to carry full insurance including comprehensive General Liability; Produce Liability; Worker's Compensation Insurance, which shall cover all operations of the Contractor, its employees, agents and officials hereunder and motor vehicles and equipment used by the Contractor in connection with the Contractor's operations under the contract. Said insurance, by endorsement, shall fully protect the Township from liability. Certificates designating the Township as an additional insured, and evidencing such insurance and coverage shall be filed with the Township Administrator prior to the commencement of operations hereunder by the Contractor. Certificates so filed shall further contain a statement which shall, in effect, say "the limits requested represent minimum limits and in no way restrict your liability for any claims in excess of your policy limits."



SECTION I - Instructions to Bidders

The following Certificates of Insurance must be furnished:

- I. Workers' Compensation:  
Part Two – statutory
  - II. A) Comprehensive General Liability:  
Minimum Limits: \$500,000 Combined Single Limit  
Coverage to Include:  
Premise/Operations  
Independent Contractors  
Products/Completed Operations  
Contractual  
Personal Injury  
Broad Form Property Damage  
Township as Additional Insured  
  
B) Comprehensive General Liability insurance must be maintained for at least one year after completion of the contract and its acceptance by the Township.
  - III. Automobile Coverage:  
Minimum limits: \$500,000 combined single limit covering:  
Owned, hired and non-owned vehicles.
48. The methodology of award shall be the lowest responsive and responsible bidder whose sum of the prices bid for pruning, elevation and removal of hanging branches and tree removal work and stump grinding is the lowest total price.
49. When a business entity has received \$50,000.00 or more in public contracts from public entities, the business entity shall file a report with the New Jersey Election Law Enforcement Commission (ELEC). [www.elec.state.nj.us](http://www.elec.state.nj.us) is the ELEC website.
50. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- NJSA 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.
  - NJSA 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.
  - NJSA 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.
  - Bidder should consult the statutes or legal counsel for further information.

## SECTION I - Instructions to Bidders

51. **Only the terms and conditions of this bid specification and the Wyckoff Municipal Purchase Order shall govern transactions.** The bidder shall not attach any other Terms & Conditions to their Bid Proposal. A bidder whose Bid Proposal attaches any Terms & Conditions shall be considered a non-responsive bid and that bid shall not be considered for an award.
52. In accordance with NJAC 17:44-2.2, the vendor, shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) year from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
53. **CAUTION:** Obtaining the plans and specifications from anyone other than the Township of Wyckoff may result in an inadequate or non-responsive bid if an addendum is issued and you are not on the distribution list of vendors.
54. **ANY VENDOR OBTAINING A COPY OF THIS SPECIFICATION FROM ANY SOURCE OR SERVICE OTHER THAN FROM THE TOWNSHIP OF WYCKOFF SHALL BE SOLELY RESPONSIBLE TO BE KNOWLEDGEABLE OF ALL ADDENDA, CANCELLATIONS OR POSTPONEMENTS RELATED TO THIS PROCUREMENT.**
- The Township of Wyckoff shall not be responsible to issue addenda in accordance with the Local Public Contractor Law for vendors who have elected to obtain a specification from any non-municipal source. When a vendor obtains a specification from any source or service other than from the Township of Wyckoff, the vendor does not provide its contact information which allows the municipality to know who has obtained specifications should the municipality have to issue an addendum, cancellation or postponement notices.
55. **IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO BE KNOWLEDGEABLE TO ALL ADDENDA, CANCELLATIONS OR POSTPONEMENTS RELATED TO THIS PROCUREMENT.**
56. **THE APPARENT LOW BIDDER SHALL BE REQUIRED TO PROVIDE COPIES OF ITS BUSINESS REGISTRATION CERTIFICATE (BRC) AND ITS AFFIRMATIVE ACTION COMPLIANCE EVIDENCE PRIOR TO THE DATE OF CONTRACT AWARD. BIDDERS ARE REQUESTED TO PROVIDE A COPY OF THEIR BRC AND A COPY OF THEIR AFFIRMATIVE ACTION COMPLIANCE EVIDENCE WITH THEIR BID SUBMISSION AS A CONVENIENCE AND NOT A REQUIREMENT.**
57. Payment shall be made after all work is completed and a properly completed Township of Wyckoff voucher is received (No partial payments shall be made) and Scott Fisher, Public Works Manager inspects the tree work and stump grinding. The Township pays its bills twice per month. Please notify the Shade Tree Commission Secretary each day that the work is performed and the location of the work to allow on-going inspections of completed work to take place.
58. The contractor shall sign a certification that attest to the fact that all work has been performed in accordance with the specification and such certification shall be countersigned by a Notary Public in the state of New Jersey and attached to the payment voucher.

ATTACHMENT #1  
N.J.S.A. 10:5-31 and N.J.A.C.17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter 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 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, labor unions, that it does not discriminate on the basis of age, 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.

ATTACHMENT #1  
(Continued)

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, 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%20compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**ATTACHMENT 2**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Township of Wyckoff, (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 arising 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. 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.

**TOWNSHIP OF WYCKOFF CIVIL RIGHTS POLICY**

It is the policy of the Township Committee of the Township of Wyckoff that all contractors, vendors or entities performing work or service that could otherwise be performed by the Township of Wyckoff to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act.

Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

**MONROE AVENUE  
ELEVATE/STRUCTURAL PRUNING  
REMOVE ALL CHIP DEBRIS**

VENDOR NAME: Downes Tree Service Co., Inc.

District	Street Address	Number of Trees	
2	398 Monroe	1	<span style="border: 1px solid black; padding: 2px;">\$ 227.00</span>
2	392 Monroe	1	<span style="border: 1px solid black; padding: 2px;">\$ 227.00</span>
2	359 Monroe	2	<span style="border: 1px solid black; padding: 2px;">\$ 465.00</span>
2	369 Dorothy Lane (tree on Monroe side of lot)	1	<span style="border: 1px solid black; padding: 2px;">\$ 227.00</span>
2	339 Monroe	1	<span style="border: 1px solid black; padding: 2px;">\$ 187.00</span>
2	331 Monroe	1	<span style="border: 1px solid black; padding: 2px;">\$ 227.00</span>
2	303 Monroe	1	<span style="border: 1px solid black; padding: 2px;">\$ 187.00</span>
2	265 Monroe	1	<span style="border: 1px solid black; padding: 2px;">\$ 187.00</span>
2	261 Monroe	1	<span style="border: 1px solid black; padding: 2px;">\$ 227.00</span>
2	266 Monroe	1	<span style="border: 1px solid black; padding: 2px;">\$ 227.00</span>
2	256 Monroe	1	<span style="border: 1px solid black; padding: 2px;">\$ 227.00</span>
<b>TOTAL PRICE BID FOR ELEVATE/ STRUCTURAL PRUNING (REMOVAL OF ALL DEBRIS)</b>			<span style="border: 1px solid black; padding: 2px;">\$ 2615.00</span>

VENDOR NAME Downes Tree Service Co., Inc.

TECHNICAL SPECIFICATION

STUMP GRINDING  
REMOVE ALL CHIPS DEBRIS

VENDOR NAME:

Downes Tree Service Co., Inc.

District

Street Address

Discription of Work

3

75 Saxonia

One (1) Stump

\$ 85.00

4

815 Albemarle Street

Large stump by mailbox right of driveway

\$ 310.00

TOTAL FOR STUMP GRINDING  
(REMOVAL OF ALL DEBRIS)

\$ 395.00

VENDOR NAME: Downes Tree Service Co., Inc.

TREE REMOVALS AND STUMP GRINDING  
REMOVE ALL CHIP DEBRIS

VENDOR NAME:

Downes Tree Service Co., Inc.

District	Street Address	Discription of Work	
1	218 Fox Hollow Rd	One (1) tree middle of lawn, remove and stump grinding.	\$310.00
1	215 Sunrise Drive/ Grandview Avenue	Ten (10) trees along guard rail, remove and stump grinding.	\$1200.00
1	114 Karen Place	Remove two (2) dead Maples front of property.	\$310.00
1	406 Lafayette Ave	One (1) dead tree marked with red tape right of driveway.	\$310.00
1	39 Hill St	One (1) dead tree to be removed, front lawn.	\$465.00
2	Voorhis Ave. (Behind Fire Co. 1) Grass Island	Remove four (4) dead trees.	\$2850.00
2	318 Martom Road	Remove one (1) maple, middle of the property	\$1125.00
3	56 Saxonia	Remove one (1) dead Maple treeleft side of property.	\$675.00
3	36 Woodside Road	Remove one (1) dead tree.	\$465.00
3	39 Hurley Avenue	Remove one (1) Maple left of driveway.	\$900.00
3	43 Hurley Avenue	Remove one (1) Maple right side of property.	\$675.00
3	49 Hurley	Remove one (1) Maple middle of property	\$525.00
4	504 Coudert	Tree on left side of lawn.	\$165.00
4	769 Hickory Hill Rd	One (1) Maple tree right side of property.	\$525.00
4	373 Durham Rd	One (1) Oak tree on Albemarle	\$1225.00

VENDOR NAME Downes Tree Service Co., Inc.



**TREE REMOVALS AND STUMP GRINDING  
REMOVE ALL CHIP DEBRIS**

5	317 Newtown Road	Remove one (1) dead tree right corner of property.	\$295.00
5	83 Yale Ave	Remove one (1) dead tree located on the middle of the property.	\$945.00
5	362 Dartmouth/ Block 476 Lot 1	Large dead tree on Township property. Located 90 ft. from corner on Yale Ave.	\$945.00
7	34 Manor Road	Dead/dying Maple tree located to the right of front stairs by the street	\$465.00
7	392 Fern Avenue	Remove two (2) dead trees, right corner of the property by the telephone pole.	\$725.00
7	245 Crescent	One (1) small Maple to the left of driveway.	\$465.00
8	402 Meer Avenue	Remove one (1) dead tree, middle of property.	\$337.50
8	440 Meer Avenue	Remove one (1) dead tree, right of driveway.	\$527.00
8	526 Long Drive	Remove one (1) dead tree left side of property.	\$127.50
<b>TOTAL FOR TREE REMOVALS &amp; STUMP GRINDING (REMOVAL OF ALL DEBRIS)</b>			<b>\$ 16,557.00</b>

VENDOR NAME Downes Tree Service Co., Inc.

VENDOR NAME:

Downes Tree Service Co., Inc.

District	Street Address	Discription of Work	
2	Voorhis Ave. (Behind Fire Co.1) in Grass Island	Six (6) Trees prune, elevate, remove dead branches.	\$1650.00
2	Voorhis Ave. (Behind Fire Co.1) Next to playground.	One (1) Oak prune, elevate, remove dead branches.	\$310.00
2	Voorhis Ave. In playground by sandbox.	One (1) tree prune, elevate, remove dead branches.	\$285.00
2	Voorhis Ave/ (Next to Wyckoff Ambulance Corp.	One (1) large Oak, prune, elevate, remove dead branches.	\$450.00
3	161 Packard Avenue	One (1) tree dropping limbs, needs to be pruned and elevated remove dead branches.	\$310.00
3	90 Colona Street/Crescent Avenue	Two trees on Cresent Ave to be pruned and elevated and remove dead branches.	\$450.00
4	759 Willow Run	Oak tree to be pruned and elevated remove dead branches.	\$285.00
6	445 W Main Street	Four (4) Maple Trees to be pruned, elevated and remove dead wood.	\$645.00
7	228 Navajo Drive/ Navajo Ct.	Three (3) Maple trees, right side of property, one (1) Maple left side of driveway pruned, elevated, removed dead branches.	\$645.00
7	411 Woodbury Drive	One tree center, of property. Prune, elevate remove dead branches.	\$285.00
7	407 Woodbury Drive	One (1) tree left of driveway prune, elevate, remove dead branches.	\$285.00
7	421 Patton Place	Tree to the right of property, prune, elevate, remove dead branches.	\$365.00
7	425 Patton Place	One (1) tree left of driveway, one (1) tree middle of property. Prune, elevate and remove dead branches.	\$715.00
7	117 Barrett Lane	Largetree to the right, remove dead branches, prune and elevate.	\$365.00
8	512 Wellington Drive	Three (3) trees, prune, elevate, remove dead branches.	\$745.00
8	488 William Way North	3 ROW trees that are facing the house, left tree has hanging, dead and broken branches. Prune and elevate all three (3) trees.	\$645.00

TECHNICAL SPECIFICATION

PRUNE, ELEVATE,  
REMOVE ALL DEAD BRANCHES

8	509 Wellington Drive/ Devonshire	Six (6) trees in the ROW to have lower branches pruned up.	\$ 765.00
8	461 Barbara Avenue	Broken branches. Prune and elevate.	\$ 185.00
8	488 Richard Place/William Way	One (1) large Oak hanging over the street. Prune and elevate on William Way. One (1) Maple, prune and elevate remove dead branches on Richard Place.	\$ 565.00
8	534 Long Drive	One (1) tree right of property prune, elevate, remove dead branches.	\$ 215.00
<b>TOTAL FOR PRUNE &amp; ELEVATE (REMOVAL OF ALL DEBRIS)</b>			\$ 10,165.00

VENDOR NAME Downes Tree Service Co., Inc.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

SS:

COUNTY OF Passaic

I Kevin Downes

of the City of Woodcliff Lake

in the County of Bergen

and the State of New Jersey

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

I am President

Of  
The  
firm  
of Downes Tree Service Co., Inc.

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Wyckoff relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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

Downes Tree Service Co., Inc. (N.J.S.A. 52:34-15)  
(Name of Contractor)

Kevin Downes

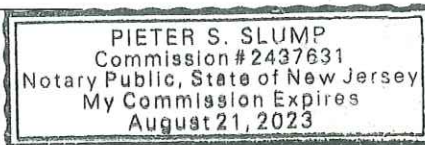
(Also type or print name of affiant under signature)

Kevin Downes

Subscribed and sworn to before me this 27

Day of July 2020

Notary Public of  
My commission expires:



**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information shall render the bid proposal unresponsive and it will not be considered for an award.**

Name of Organization: Downes Tree Service Co., Inc.  
Organization Address: 65 Royal Ave, Hawthorne, NJ 07506

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets in the below format if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Kevin Downes	96 Clairmont Dr., Woodcliff Lake, NJ

**STATEMENT OF OWNERSHIP DISCLOSURE**

Page 2 of 2

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets in the below format if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets in the below format if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Township of Wyckoff* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Township of Wyckoff* to notify the *Township of Wyckoff, Municipal Administrator*, in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *Township of Wyckoff* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kevin Downes	Title:	President
Signature:		Date:	7/27/20

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

**TOWNSHIP OF WYCKOFF**

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revision, 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 this 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
None.		

**Acknowledgment by Bidder:**

Name of Bidder: Downes Tree Service Co., Inc.

By Authorized Representative:

Signature: 

Printed Name and Title: Kevin Downes, President

Date: 7/27/20

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**  
**Page 1 of 2**

**Bid name:** PRUNING, ELEVATING & REMOVAL OF TREES & STUMPS

**Bid Due Date:** TUESDAY, JULY 28, 2020

**Bidder:** Downes Tree Service Co., Inc.

**PART 1:**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the NJ Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director of the NJ Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of Wyckoff under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate



PART 2 is required to be completed if both certification boxes in PART 1 were not certified.

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

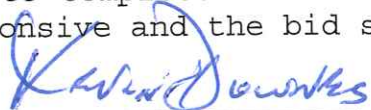
Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

**PART 3: CERTIFICATION SIGNATURE:**

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Wyckoff is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Wyckoff to notify the Township of Wyckoff in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Wyckoff and that the Township of Wyckoff at its option may declare any contract(s) resulting from this certification void and unenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to be responsive to the specifications. Failure to complete Parts 1 and 3 or Parts 2 and 3 will render the bid non-responsive and the bid shall not be considered for an award.



Signature

Kevin Downes

Print Name

President

Title

7/27/20

Date



## State of New Jersey

DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE AND PROPERTY  
 OFFICE OF THE DIRECTOR  
 33 WEST STATE STREET  
 P. O. BOX 039  
 TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. Amona
2. Bank Markazi Iran (Central Bank of Iran)
3. Bank Mellat
4. Bank Melli Iran
5. Bank Saderat PLC
6. Bank Sepah
7. Bank Tejarat
8. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
9. China National Offshore Oil Corporation (CNOOC)
10. China National Petroleum Corporation (CNPC)
11. China National United Oil Corporation (ChinaOil)
12. China Petroleum & Chemical Corporation (Sinopec)
13. China Precision Machinery Import-Export Corp. (CPMIEC)
14. Indian Oil Corporation
15. Kingdream PLC
16. Naftiran Intertrade Company (NICO)
17. National Iranian Tanker Company (NITC)
18. Oil and Natural Gas Corporation (ONGC)
19. Oil India Limited
20. Persia International Bank
21. Petroleos de Venezuela (PDVSA Petróleo, SA)
22. PetroChina Company, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong Fin Cnc Machine Company, Ltd.
25. Sinohydro Co., Ltd.
26. SKS Ventures
27. Som Petrol AS
28. Zhuhai Zhenrong Company

List Date: July 30, 2019

**AFFIDAVIT OF EXPERIENCE & REFERENCES OF:**

**Bidder Name:**

**(Bidder must complete, sign and return with bid package)**

The Township of Wyckoff requires as part of its annual Shade Tree contract the below listed information from each bidder to review the bidder's ability to perform the work described in this specification.

A. **Reference** - Complete the below information for three (3) municipalities for whom you have performed a project of this size and specific work.

1. Name of municipality Borough of Hawthorne  
Address 445 Lafayette Ave, Hawthorne, NJ  
Telephone# 862-881-7492  
Email Address \_\_\_\_\_  
Contact person Bob Scully Date work performed 2005 - present

2. Name of municipality Borough of Fair Lawn  
Address 8-01 Fair Lawn Ave, Fair Lawn, NJ  
Telephone# 201-794-5340  
Email Address \_\_\_\_\_  
Contact person Walter O'Neill Date work performed 2012 - present

3. Name of municipality County of Bergen  
Address 1 Bergen City Plaza, Hackensack, NJ  
Telephone# 201-832-3757  
Email Address \_\_\_\_\_  
Contact person Steve Tocks Date work performed 2010 - present

B. **List names of personnel who will perform this work.**

<u>Name (please print)</u>	<u>Qualification(s)</u>
<u>Josh Preiskines, Dave King</u>	<u>Crane Operators</u>
<u>Russell Smith, Shawn Jasinski</u>	<u>Foremen</u>
<u>Various laborers</u>	<u>Groundsmen</u>
_____	/
_____	/

C. **Experience** - By completing and signing this affidavit the bidder certifies that his/her company has at least five (5) years of experience in performing the work described in the specifications prior to the date of this affidavit.

Dated: 7/27/20

Downes Tree Service Co., Inc.  
NAME OF COMPANY

Kevin Downes  
AUTHORIZED SIGNATURE & TITLE

Kevin Downes, President  
PRINT AUTHORIZED SIGNATURE & TITLE

65 Royal Ave  
Street Address

Hawthorne, NJ 07506  
City, State Zip

mikef@downes.pro  
Email Address  
973-238-9800  
Telephone #  
973-238-0222  
Fax #

(Page 1 of 3 Bid Proposal Pages)

**PRUNING, ELEVATING, & REMOVAL OF SHADE TREES & STUMPS  
BID PROPOSAL SIGNATURE PAGES**

The undersigned, having read and carefully reviewed the Notice to Bidders, Instruction to Bidders and Technical Specifications and hereby agrees to furnish pruning, elevating and/or removal of trees & stumps under the supervision of a New Jersey State Certified Tree Expert, all in accordance with the specifications and including the requirement of completion of all work within 40 working days, herein set forth and attached hereto.

THE UNDERSIGNED BIDDER HEREBY REPRESENTS TO THE TOWNSHIP OF WYCKOFF THAT HE HAS NOT DISCUSSED, COMPARED OR DISCLOSED HIS BID WITH ANY OR TO ANY OTHER BIDDER AND THAT THIS BID IS NOT IN ANY WAY DIRECTLY OR INDIRECTLY THE RESULT OF ANY FRAUD OR COLLUSION.

**SUMMARY PAGE**

**TOTAL BASE BID**

TOTAL PAGES 16, 17, 18, 19, 20 & 21 \$ 29,337.00

Twenty-nine thousand three hundred thirty-seven dollars.  
(Price in Words)

22-2628132  
Bidder's Tax ID #

Any exceptions to the specification taken?

     YES                        X   NO

If YES, please describe:

LTE #561  
NJ State Certified Tree Expert #

Michael Finocchiaro  
Name of Certified Tree Expert

65 Royal Ave  
Street Address of Certified Tree Expert

Hawthorne, NJ 07506  
City, State, Zip

Respectfully submitted,

Downes Tree Service Co., Inc.  
Name of Corporation or Partnership (Print)

65 Royal Ave  
Address

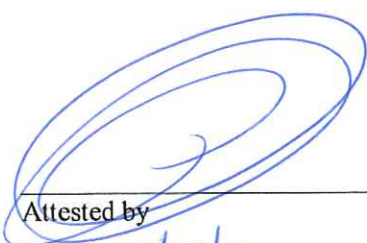
Hawthorne, NJ

mikef@downes.pro  
E-mail address

973-238-9800                      973-238-0222  
Telephone #                      Fax #

Kevin Downes  
SIGNATURE

Kevin Downes, President  
Print or Type Name and Title

  
Attested by

7/27/20  
Date

**BID PROPOSAL PAGE 2**  
*(When a Bidder is a Corporation)*

**CORPORATE RESOLUTION**

**BE IT RESOLVED** that the President of this Corporation is hereby authorized and empowered to execute, acknowledge and deliver such documentation, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of submitting a bid to the **TOWNSHIP OF WYCKOFF** in accordance with bid specifications for:

**PRUNING, ELEVATING, & REMOVAL OF SHADE TREES & STUMPS**

I, SECRETARY of Downes Tree Service Co., Inc. a CORPORATION of the State of New Jersey, hereby certify that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and as was duly and legally adopted at a meeting of the Board of Directors of the Corporation called for that purpose and held on July 24, 2020, pursuant to and in accordance with the Certificate of Incorporation and by-laws thereof; that it has been not modified, amended or rescinded and is in full force and effect as of the date hereof.

DATED: July 24, 2020

ADWNS

SECRETARY

(Page 3 of 3 Bid Proposal Pages)

**BID PROPOSAL PAGE 3**  
*(when Bidder is an Entity other than a Corporation)*

**CERTIFICATION WHEN BIDDER IS OTHER THAN A CORPORATION**

State of \_\_\_\_\_

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

I, \_\_\_\_\_  
(Print Name)

certify that I am the \_\_\_\_\_  
(State Title)

Of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Date)

NOTARY:

Subscribed and sworn to before me

at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

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

**CERTIFICATION FROM THE CONTRACTOR THAT ALL  
SHADE TREE WORK WAS COMPLETED AND  
PERFORMED IN COMPLIANCE WITH THE  
REQUIREMENTS OF THE SPECIFICATONS**

I certify that \_\_\_\_\_ (Tree Company) has performed and completed all the work listed in the Township of Wyckoff bid specification – “PRUNING, ELEVATING, REMOVAL OF SHADE TREES & STUMPS” as required by the specifications of bid opening dated July 28, 2020.

**ATTACH BUSINESS CARD  
HERE**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Print Name of President/Owner

\_\_\_\_\_  
Signature of President/Owner

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

Sworn to and subscribed  
Before me on the \_\_\_\_\_ day  
Of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary

My commission expires on: \_\_\_\_\_

**TOWNSHIP OF WYCKOFF  
BID SUBMISSION CHECK LIST**

This check list is provided to assist bidders with submitting a bid which includes the items required for a bid to be responsive to the bid specifications. If a bidder fails to include any of these requirements in their submitted bid, the bid is non-responsive to the bid specification and cannot be considered for a contract award.

The Township of Wyckoff requires the following documents to be included with a vendor's bid for this type of non-construction procurement

Required with  
Submission of Bid  
(owner's checkmarks)

X	A statement of ownership of business entity, pursuant to N.J.S.A. 52:25-24.2
X	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document
	Business Registration Certificate required by P.L. 2004, c.57
X	Non-Collusion Affidavit
X	Copy of the New Jersey Certified Tree Expert Certificate for the bidder who is supervising the work
X	Affidavit of Experience and References
X	Certification – Disclosure of Investment Activities in Iran
X	Technical Section/List of Trees Requiring Work with Prices Listed – Pages 16, 17, 18, 19, 20, & 21
X	Proposal Page with Bidder's Signature (pages 30)
X	If Bidder is a Corporation, bidder shall provide a completed Corporate Resolution certifying the person signing the bid has the authority to sign for the Corporation submitting the Bid. (Bid Proposal, page 31)
X	If the bidder is an entity other than a Corporation, (Bid Proposal, page 32), this page shall be signed and notarized.





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** KEVIN DOWNES TREE SERVICE CO., INC.  
**Trade Name:**  
**Address:** 65 ROYAL AVENUE  
HAWTHORNE, NJ 07506  
**Certificate Number:** 0102867  
**Date of Issuance:** October 31, 2006

**For Office Use Only:**  
20061031124935241



State of New Jersey



# Board of Tree Experts

## Tree Expert and Tree Care Operators Licensing Act

Pursuant to N.J.S.A. 45:15C-22, et seq. of the Tree Experts and Tree Care Operators Licensing Act, this certificate of registration is issued for the purposes of engaging in approved services of either tree expert or tree care operator in the State of New Jersey

**HAS REGISTERED**

**Downes Tree Service Co., Inc.**

65 Royal Ave., Hawthorne, NJ 07506

as a

New Jersey Tree Company

**Business Registration # NJTC 767613**

**09/14/2021**  
EXPIRATION DATE



*To be conspicuously displayed at the facility*  
*This certificate may not be transferred or assigned and may be revoked or suspended for cause by the Board of Tree Experts*



State of New Jersey



## Board of Tree Experts

Tree Expert and Tree Care Operators Licensing Act

*This Certifies That*

# Michael Finocchiaro

LTE # 561

*In accordance with the provisions of Chapter 237, P.L. 2009, has been duly examined  
or accepted in reciprocity and licensed to practice as a*

## Licensed Tree Expert

Licensed No. 197190  
12/30/2021  
Expiration Date

*In Witness Whereof, I have  
hereunto caused the Seal of the  
State of New Jersey to be affixed.*  
Steve M. Chisholm, President  
Board of Tree Experts

*Licenses are renewable. This certificate may not be transferred or assigned and may be revoked or suspended for cause by the Board of Tree Experts*