

REQUEST FOR SEALED PROPOSALS
FOR
PROFESSIONAL SERVICES UNDER A FAIR
AND OPEN PROCESS

TREE INVENTORY CONSULTANT

2018

CITY OF WOODBURY
33 DELAWARE STREET
WOODBURY
GLOUCESTER COUNTY
NEW JERSEY, 08096

Proposal acceptance & opening date:
Tuesday, December 19, 2017 at 10:00 A.M.

INFORMATION TO RESPONDENTS

Sealed qualifications shall be received in accordance with Public Advertisement as required by law, a copy of said notice being attached hereto and made part of these specifications.

Submission of Proposals

All proposals must be submitted in sealed envelopes bearing on the outside the name of the proposer, his address and the name of the professional service for which the proposal is submitted. Bids must be addressed to the attention of:

Mayor and City Council of City of Woodbury
c/o Qualified Purchasing Agent
33 Delaware Street
Woodbury, NJ 08096

All Proposals shall include the following fully completed and executed documents:
Non-Collusion Affidavit, Affirmative Action Compliance Statement, American with Disabilities Acknowledgment Statement and Stockholder Disclosure Certification.

Proposals Forwarded through the Mail

Must contain the following statement on the envelope:

“THIS IS A SEALED PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL TUESDAY, DECEMBER 19, 2017 AT 10:00 AM BY THE QUALIFIED PURCHASING AGENT OR HIS DESIGNEE.”

The City will not assume responsibility for proposals not delivered in person to the Qualified Purchasing Agent prior to the opening.

Receipt of Proposals

All proposals must be received before or at the time and date specified in the Notice for Qualifications for Professional Services. No proposal will be received after the specified time.

Reservations

The City Council reserves the right to reject any or all proposals, to waive irregularities and technicalities, to request re-submissions, and to award proposals as the City Council deems will best serve the interest of the City.

Questions regarding this Request for Qualifications may be directed to the Qualified Purchasing Agent at (856) 845-1300 ext. 129 or to the City Clerk at ext. 125.

**NOTICE FOR THE SOLICITATION OF PROPOSALS
FOR PROFESSIONAL SERVICES UNDER A FAIR AND OPEN PROCESS**

Notice is hereby given that sealed proposals for professional services in accordance with *N.J.S.A. 19:44A-24, et seq.*, and P.L. 2005 c.271, will be received by the Qualified Purchasing Agent of the City of Woodbury on Tuesday, December 19, 2017, no later than 10:00 am, at which time the sealed proposals will be opened and recorded at the City Hall, 33 Delaware Street, Woodbury, New Jersey, by the Qualified Purchasing Agent and witnessed and recorded by the City Clerk.

Proposals for the following professional services will be accepted for the calendar year 2018:

- Auditor
- Bond Counsel
- City Solicitor
- Computer Consultant
- Engineer – General
- Environmental Consultant
- Financial Advisor
- Grant Consultant
- Labor Attorney
- Landscape Architect
- Planning/Zoning Board Solicitor
- Planning/Zoning Board Engineer
- Planning/Zoning Board Planner
- Redevelopment Attorney
- Redevelopment Planner
- Risk Management Consultant & Insurance Broker
- Tree Inventory Consultant

Each sealed proposal to be considered shall be returned with one (1) original and two (2) copies of the submission and shall provide hourly rates, and/or other terms and conditions, and qualifications. The sealed proposal shall comport to the criteria set forth in the specification packets, and as found in the Code of the City of Woodbury. The specification packets may be obtained online at www.woodbury.nj.us or in the Office of the City Clerk, 33 Delaware St, Woodbury, (856) 845-1300 ext. 125 or via email at DFuss@Woodbury.nj.us. The Municipal Appointing Authority shall thereafter publicly select the professional or business entity for the position so advertised, which shall thereafter be confirmed or approved as required by law, Resolution or Ordinance.

DANEEN D. FUSS, RMC
City Clerk

Request for Proposal for Professional Services

Purpose:

The following procedures are designed to provide for a fair and open process in awarding professional services based on qualifications, merit and cost effectiveness through accessible advertising. Services include annual appointments and day-to-day programs, projects and contracts.

TREE INVENTORY CONSULTANT

Any persons or firms interested in providing professional services to the City of Woodbury (“City”) as defined in the New Jersey Statutes, *N.J.S.A. 40A:11-2(6)*.

- A. **Appointment of a Tree Inventory Consultant.** The Tree Inventory Consultant shall be appointed by the City (“City”), and shall serve for a term of one (1) year or until his successor has been appointed. The Tree Inventory Consultant shall be licensed or have one on-staff. In lieu of appointing an individual consultant, City Council may appoint a firm, all members of which shall be licensed to practice in New Jersey. The Tree Inventory Consultant shall not receive a fixed salary but shall be paid as provide for by a contract authorized by the City in accordance with the Laws Governing public contracts. Proposals will be accepted for the calendar year 2018.
- B. **Duties.**
1. The City of Woodbury is seeking proposals from individuals and firms interested in providing a public tree inventory. This project has been funded in part with a grant from the NJ Community Stewardship Incentive Program Grant. The data will be used to prioritize tree management activities throughout the City.
 2. The intent of the City is to award a contract to conduct a tree inventory which will include an estimated 5,000 trees and planting sites within the public right-of-way (ROW). This request for proposals (RFP) outlines the minimum acceptable requirements for a comprehensive citywide street tree inventory for the City of Woodbury. One consulting firm must perform all tasks required for the inventory projects; no sub-contracted consulting firms shall be permitted.
 3. Proposals must include the performance of a complete, public tree inventory of approximately 5,000 trees and sites located on various public properties. The inventory must locate, identify and assess each tree and provide maintenance and planting data in an electronic format.

4. The inventory must be performed using GPS equipment or other GIS-compatible data collection hardware.
5. All tree inventory data shall be available in Microsoft Excel, Access and ESRI shapefile formats, and the i-Tree program. All geospatial data shall be delivered in an ESRI-compatible Shapefile or file geodatabase in the New Jersey State Plane Coordinate System. The software platform utilized needs to contain the fields listed in the scope of work under #4 below.
6. The contractor shall provide a full metadata reference for all delivered data. All accompanying metadata shall be compiled to the current standard endorsed by the Federal Geographic Data Committee (FGDC).
7. Train certain City employees on the tree inventory software for the purpose of conducting and maintaining the inventory, which may include the creation of a work plan.
8. Prepare, and if requested present at a public meeting, a summary report for the Mayor and City Council to explain the project and its results.
9. At the request of the Administrator or City Council, provide information to the public on requested matters.
10. Attend the meetings of the City Council or Planning/Zoning Board; and render such professional services and opinions as may be required. The Tree Inventory Consultant shall render such additional professional services and opinions as may be required from time to time by the City Council or Planning/Zoning Board.
11. **Documents.** The Tree Inventory Consultant shall maintain all papers, documents, memorandum reports, and other materials relating to the administration of this division. Upon termination of his services, the Tree Inventory Consultant shall surrender to the City all such property.

C. MINIMUM QUALIFICATIONS OF CONSULTING FIRM

1. The consulting firm must have completed a minimum of four (4) tree inventory projects similar in scope in the last six (6) years. Firm will provide current references for the four (4) inventory projects listed.
2. Each person employed to collect tree data shall have the necessary qualifications for completing tree inventory data collection. These qualifications include, but are not limited to, International Society of Arboriculture (ISA) arborist certification. It is required that the successful consulting firm have no less than one (1) Certified Arborists Municipal Specialist as designated by the International Society of Arboriculture on staff, and that this professionals have been employed for the company at least one year.

3. Preference will be given to consulting firms with staff having a four (4) year degree in urban forestry or a related field of study.
4. Consulting firm must be able to perform the inventory services without delay from other projects and commitments, and be able to complete the tree inventory scope of work based on the timeline outlined and agreed upon in the contract.

D. **SCOPE OF TREE INVENTORY WORK**

Consulting firm shall inventory various trees located on the public rights-of-way and other public properties as designated by the City. At a minimum, the information collected for each tree shall include:

1. **Location** - Identify the location of each tree. All street tree locations should be organized by sequential tree site number and road name, block side, area and GPS coordinates. An X and Y location will be generated for each site.
2. **Species** - Trees are identified by genus and species using both botanical and common names and by cultivars where appropriate.
3. **Trunk Diameter** - Diameter is measured to the nearest inch in one-inch increments at 4-1/2 feet above the ground, or diameter-breast-height (DBH). Record as a single value, ranges will not be accepted.
4. **Functional and Structural Condition** - The general conditions of each tree is rated according to the following categories adapted from the International Society of Arboriculture's rating system:
 - Good
 - Fair
 - Poor
 - Dead
 - Not Applicable
5. **Primary Maintenance Need**. The following primary maintenance needs will be determined based on ANSI A300 standard specifications:
 - Train - A pruning recommendation to improve structure, health and vigor of a young tree. This will correct structural flaws and make tree more aesthetically pleasing.
 - Thin - A selective removal of live branches to evenly distribute crown weight and to reduce density. The intention of this pruning is to reduce wind resistance, reduce snow and ice loads, and to increase light penetration.
 - Raise - The removal of lower branches from the crown to eliminate obstructions or clearance issues. The majority of these cuts will be made at the tree trunk.
 - Clean - A crown cleaning to remove dead, diseased, damaged, poorly attached, or crossing branches to increase longevity and reduce failures.
 - Remove - The complete removal of a dead or dying tree that has no potential of improving with maintenance.
 - Stump Removal - This category indicates a stump that should be removed. Any stump in the public right-of-way or park over 2 inches from ground level

to be specified for removal.

- Plant - A site well suited for a new tree planting and the recommended species size at maturity
6. **Maintenance Priority.** All of the primary maintenance needs will be prioritized as to the severity of the recommendation. The following descriptions will be used.
- Young - This describes a young or newly planted tree that will probably not need immediate attention to increase longevity.
 - Routine - This maintenance recommendation should be part of a cyclical pruning program.
 - Immediate - Recommended maintenance should be conducted as soon as possible to ensure the health of this tree and to reduce risk.
 - Critical - Maintenance needs to be conducted without delay. This tree is a concern to public safety.
7. **Hardscape Damage.** The presence of sidewalk or curb damage with one inch or more of rise or separation most likely caused by roots of inventoried trees is recorded.
8. **Wires.** The presence of high voltage overhead utilities and any utility conflicts will be noted.
9. **Risk Assessment.** A qualitative risk assessment will be performed and used to prioritize maintenance needs within the inventoried tree population. The specified time period for the risk assessment is one year.
10. **Observations** - General observations warranting recognition include, but are not limited to, the following:
- *Grate/Guard*
 - *Remove Hardware*
 - *Poor Location*
 - *Mulched Improperly*
 - *Planted Improperly*
 - *Trimmed Improperly*
 - *Pest Problem*
 - *Mechanical Damage*
 - *Cavity/Decay*
 - *Poor Roots*
11. **Additional Notes** - Additional information of possible importance is noted here; visible at ground level utility equipment, hardscape materials and others as the City directs.
12. **Date** of survey and name of inspector.

E. QUALITY CONTROL

1. The consultant firm's personnel conducting and completing the inventory must be college-educated and professional arborists. All managing inventory arborists must be Certified Arborists Municipal Specialist or Board Certified Master Arborist through the International Society of Arboriculture. At least one person associated with the project and on-site on a consistent basis shall have the Tree Risk Assessment Qualification (TRAQ) through the International Society of Arboriculture.
2. In addition to computerized quality checks and control, a senior inventory arborist must be on-site regularly to field-check the data collected by other staff to assure adherence to City work specifications and national industry standards.
3. The City may further test the accuracy of the contractor's GPS and GIS equipment and mapping capabilities of staff by requiring the consulting firm to collect location data on known reference points in the City.
4. The consulting firm must assure the City that if any errant tree site location is detected, that is due to operator error or equipment malfunctions, the correction responsibility belongs to the consulting firm and will be promptly remedied.

F. PROPOSAL EVALUATION PROCESS

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. Proposals will be evaluated, in part, according to whether the Contractor meets the minimum qualification and submits a proposal complying with all of the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP, but can include clients not submitted.

30% Cost of proposal – must contain a cost for each project/process recommended as well as a “not to exceed” amount.

10% Staff - capability and availability of professional staff to serve the City of Woodbury in a competent and timely manner.

The City of Woodbury reserves the right to reject any qualification and/or modify the requested qualifications as it sees fit.

The City of Woodbury reserves the right to schedule bid interviews, if necessary, to evaluate the qualifications and approach of proposing firms. All awards or waivers will be by resolution acted on by the City at the City meeting. All awards are subject to availability of funds.

In applying these criteria specifically to this RFP, firms will be evaluated based upon the following:

- 1) The specialized experience and technical competence of the firm with respect to tree inventory and management services.
- 2) The firm's reference list of previous street and park tree inventories.
- 3) The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations.
- 4) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.
- 5) The firm's ability to deliver high quality data in a variety of formats as desired by the City including but not limited to i-Tree, MS Excel, MS Access, shapefile, etc.

G. INFORMATION / ASSISTANCE TO BE PROVIDED BY THE CITY

- 1) Street maps of the areas to be inventoried.
- 2) Right-of-way width or other information that will enable the contractor to determine if trees are located on public property.
- 3) GIS data layers and digital ortho-photographs that the City may have.
- 4) Have daily contact with city arborist and/or supervisory personnel.

**Applicants'/Proposers' Responsibility in Responding to
City's Request For Proposals for Professional Services**

The applicant/proposer shall in response to the City's Request for Proposals, at a minimum, include the following information:

1. Qualification requirements to compete for the needed service or activity as set forth in the "duties and responsibilities" of the position defined in the City's Request for Proposals. Qualifications, at a minimum, shall include requirements defined as follows:
 - A. Full name and business address.
 - B. Listing of all post high school education of the applicant and/or members of a professional firm seeking to provide professional services as described within the body of the Request for Proposal.
 - C. Dates of licensure in the State of New Jersey and any other state as to the professional discipline requested to serve the needs of the City.

- D. A listing of any professional affiliations or membership in any professional societies or organizations, with an indication as to any offices held.
 - E. The number of licensed professionals employed (if a professional firm) and/or affiliated with the professional entity seeking to provide services to the City. A description of each individual's qualifications, including education, licensure and years of professional experience.
 - F. A listing of all previous Public Sector entities served by the applicant/proposer licensed professional including dates of service and position(s) held.
 - G. Proposed cost of the service(s) or activities, **including the hourly rate** of individuals who will perform the services or activities. The proposed cost should include:
 - a. Attendance at meetings.
 - b. Site visits and expenses.
 - c. Expenses for travel, postage and telephone excluded from the hourly rate.
 - d. Additional services defined beyond the scope of regular services.
 - H. **Insurance.** The applicant/proposer, as a member of a profession which is subject to suit for professional malpractice, shall provide documentation that insurance for professional liability/malpractice coverage with limits as to liability acceptable to the City.
 - I. **Financial Disclosure.** The applicant/proposer as a "professional", if required by law, shall file a Financial Disclosure Statement pursuant to Local Government Ethics Law *N.J.S.A. 40A:9-22(1) et seq.*
 - J. **Law Against Discrimination and Affirmative Action.** The applicant/proposer as a "professional" shall file a statement as to compliance with *N.J.S.A. 10:5-1 et seq.* (Laws Against Discrimination) and P.L. 1975, c.127 (Affirmative Action).
2. The applicant/proposer shall **submit one (1) original and two (2) copies** of their proposal for review and consideration by City Council and the Qualified Purchasing Agent.

NON-COLLUSION AFFIDAVIT

STATE OF

SS

COUNTY OF _____

I, _____ of the City of _____
(Name)

in the County of _____ and the State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____, a _____
(Name) (Title, Position, etc.)

in the firm of _____ the bidder making the

proposal to the City of Woodbury for work under

(Proposal)

and that I executed the said Proposal with 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

(Name of Owner)

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 commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

(Also type or print name of affiant under signature).

Subscribed and Sworn to before me this _____ day of _____, 2017.

Notary Public of
My Commission Expires _____

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes 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 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 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signature & Date

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

The contractor and the City of Woodbury (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. 5121 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.

Signature & Date

**STATEMENT OF OWNERSHIP (OWNERSHIP DISCLOSURE
CERTIFICATION)**

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 Included with All Bid and Proposal
Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"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 or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal 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 noncorporate 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."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that 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.

OR

- I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

(Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“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.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

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

(Affiant)

(Notary Public)
My Commission expires:

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN IF UNABLE TO CERTIFY ABOVE

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below:

Name:

Relationship to Proposer:

Description of Activities:

Duration of Engagement:

Anticipated Cessation Date:

Proposer Contact Name:

Contact Phone Number:

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

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 City of Woodbury 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 City of Woodbury to notify the City of Woodbury 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 City of Woodbury and that the City of Woodbury at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: _____

Signature: _____

Title: _____

Date: _____