

## NOTICE TO BIDDERS

TAKE NOTICE that on May 28, 2024 at 12:00 pm, at the Borough of Buena municipal building, 616 Central Avenue, Minotola, NJ 08341, the Borough of Buena shall receive sealed for the mowing of the field portions of municipal property known as Blackwater Pond Park, Block 122 Lot 10.01 and Lot 10.02. Lot 10.01 consists of mostly wooded areas and is @ 99 acres in total. Lot 10.02 is all fields and is @ 53.14 acres. Specifications are available at the offices of the Borough Clerk between the hours of 8:30 am and 4:00 pm, Monday through Friday. The successful bidder shall be required to pay the bid amount within 24 hours of the close of bids and shall post an insurance certificate as required by the specifications within 5 days of the close of bids.

BY ORDER of the Council of the Borough of Buena

*Pamela Johnston*

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PAMELA JOHNSTON  
BOROUGH ACTING CLERK

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough of Buena, Atlantic County, New Jersey for Sale of Hay Crop. Proposals are to be opened and read in public at Borough Hall, located at 616 Central Avenue, Minotola, New Jersey on May 28, 2024 at 12:00p.m. Local Time.

Specification may be obtained from the Borough Clerk's Office, 616 Central Avenue, Minotola, New Jersey, 08341 office hours are Monday-Friday 8:30 AM to 4:00 PM. We cannot be responsible for bids not arriving to you on time. Bids must be on the Standard Proposal form contained in the Specifications and must be enclosed in a sealed envelope and plainly marked: **Mowing- Black Water Pond Park** bearing the name and address of the Bidder on the outside.

During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The Borough reserves the right to award a contract for either Option 1 or Option 2 in its sole discretion and further reserves the right to reject any and all bids, waive irregularities and decide as to the responsibility of the bidders.

By order of the Borough Council of the Borough of Buena, Atlantic County, New Jersey.

In accordance with the "Open Public Meetings Law" P.L. 1975, Chapter 231, this meeting is published and the public may attend.

By: Cindi Holland, QPA

## SPECIFICATIONS

### NATURE OF SERVICE:

The Borough of Buena is seeking bids to be received for the mowing of the field portions of municipal property known as Blackwater Pond Park, Block 122, Lot 10.01 and Lot 10.02 as depicted on the map attached marked Exhibit A. Lot 10.01 consists of mostly wooded areas and is @ 99 acres in total. Lot 10.02 is all fields and is @ 53.14 acres. The field portions of Lots 10.01 and 10.02 are to be mowed at minimum of 3 times per year; June, August, and October, but no more than 4 times per year with no mowing to take place before June. Cutting height shall not be less than 3 inches or higher than 4 inches. Bidders shall list all equipment to be used by make, age and type. All equipment shall be in good operating condition with no fuel or oil leakage. The Borough reserves the right to inspect the equipment and prohibit its use should there be any potential environmental impact from the equipment due to leakage. Cutting blades shall be sharp to have a clean cut. Successful bidders shall be careful not to disturb ground nesting birds in the field and shall schedule mowing to prevent the disturbance of ground nesting birds.

The Borough is seeking bids for two (2) options:

**Option 1.** Successful bidder shall mow all field portions of Lots 10.01 and 10.02 and shall not remove or harvest cut grass/hay after each cut.

**Option 2.** Successful bidder shall mow all field portions of Lots 10.01 and 10.02 and shall remove/harvest the cut grass/hay after each cut for their own use.

**All bids for option 2 shall provide the amount the successful bidder shall pay to the Borough for the right to cut and harvest the grass/hay for their own use. Bidders are encouraged to inspect the grass/hay prior to bidding. The address and directions may be obtained through the Office of the Borough Clerk.**

All bidders shall provide a bid for each Option. Failure to provide a bid for each Option shall cause the bid to be rejected.

The Borough reserves the right to award a contract for either Option 1 or Option 2 in its sole discretion and further reserves the right to reject any and all bids, waive irregularities and decide as to the responsibility of the bidders.

The Borough of Buena will consider a bidder's past performance in determining the best bid. Borough of Buena in its sole judgment may exclude any bidder the Borough of Buena determines to have demonstrated unsatisfactory past performance. Such determination will be based on relevant factors including but not limited to bidder's performance on previous projects and whether a bidder has ever been suspended by a governmental body from bidding eligibility.

**1. INDEMNIFICATION:**

The successful proposer shall be responsible for, shall keep, save and hold the Borough of Buena harmless from, and shall indemnify the Borough of Buena against any claim, loss liability, expense (specifically including but not limited to costs, counsel fees, and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the successful proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the successful proposer's failure to provide for the safety and protection of its employees, or from the successful proposer's performance or failure to perform pursuant to the terms and provisions of this contract.

The successful proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**2. INSURANCE:**

Upon notification by the Borough, the highest responsible bidder shall supply to the Clerk of the Borough of Buena, within five days of notification, a certificate of insurance providing for general liability coverage in the aggregate amount of \$1,000,000.00 per occurrence and workers compensation coverage in accordance with the statutes of the State of New Jersey required by law. The certificate shall name the Borough of Buena as an additional insured, as proof that the insurance policies required by these specifications are in full force and effect.

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

**3. APPLICABLE LAW:**

The terms and provisions of this contract shall be construed pursuant to the laws of the State of New Jersey.

**4. INDEPENDENT CONTRACTOR STATUS**

The parties acknowledge that the successful proposer is an independent contractor and is not an agent of the Borough of Buena.

**5. TERMINATION:**

Any contract entered into by and between the Borough of Buena and the successful proposer may be terminated as follows:

- A. If successful proposer and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the contractor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such Registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
  
- B. The Borough of Buena shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten (10) calendar days' notice to the successful proposer. However, the Borough of Buena shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.

Note: Supplemental information may be requested and an interview may be required.

6. **COST PROPOSAL** – Proposers should submit a cost proposal which would include all details of any fees to be paid to proposer. The Borough of Buena does not provide payment for or reimbursement for travel expenses.

7. **DISCUSSIONS WITH PROPOSERS** – An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Borough of Buena. However, the Borough of Buena may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation. No oral interpretation and/or clarification of the meaning of the specifications for any goods or services will be made to any proposer. Such requests shall be in writing, addressed to the Clerk/Purchasing Agent. In order to be given consideration, a written request must be received at least ten (10) business days prior to the date fixed for the opening of the proposal. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective proposers. All addenda so issued shall become part of the specifications and documents and shall be acknowledged by the proposer. The Borough's interpretation or corrections thereof shall be final.

8. **PROPOSAL EVALUATION** – Borough of Buena will select the most advantageous proposal based on all the evaluation factors set forth at the end of this RFP. However, cost is important to the Borough of Buena. The Borough of Buena may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The borough of Buena will make the award that is in the best interest of the Borough of Buena based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Borough of Buena reserves the right to:

- a. Not select any of the proposals.
  - b. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify of the proposal that they consider "bundled".)
  - c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.
  - d. The Borough of Buena shall not be obligated to explain the results of the evaluation process to any proposer.
  - e. The Borough of Buena may require proposers to demonstrate any services described in their proposal prior to award.
9. **PROPOSAL LIMITATIONS** – This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Borough of Buena's sole discretion to refuse any proposal submitted.
10. **PROPRIETARY INFORMATION** – Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the Borough of Buena. All materials submitted become the property of the Borough of Buena and may be returned only at the Borough's option.

## **11. GENERAL TERMS AND CONDITIONS –**

- A. The Borough reserves the right to reject any or all proposals, if necessary, or to waive any informality in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Borough to do so.
- B. In case of failure by the successful proposer, the Borough of Buena may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- C. The Proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Borough of Buena harmless from, shall indemnify and shall defend the Borough of Buena against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract the proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- D. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. General and Automobile Liability and shall be subject to approval for adequacy of protection.
- E. Each proposal must be signed by the person authorized to do so.
- F. Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Borough of Buena and subject to Council Approval.
- G. The Borough of Buena is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H. The contract shall be in effect for one (1) year from date of award unless otherwise state.
- I. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers, in the case of mailed proposals, the Borough assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual

employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or 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, sex or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- K. All services shall be performed within the United State of America.
- L. All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- M. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Borough harmless in any case of any such infringement.
- N. No proposer shall influence, or attempt to influence or cause to be influenced, any borough officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.
- O. No proposer shall cause or influence, or attempt to cause or influence, any borough officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.



- P. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Borough of Buena purchasing agent's decision shall be final and conclusive.
- Q. The Borough of Buena shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- R. Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Borough of Buena Purchasing Department no fewer than Three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- S. The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

**(Name of Contracting Unit)  
BID DOCUMENT CHECKLIST**

Checked if Required	Submission Requirement	Initial each required entry and if required, submit the item
<input type="checkbox"/>	Ownership Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for <b>full amount</b> of <i>Bid Bond</i> )	
<input type="checkbox"/>	Consent of Surety for Performance Bond (with Power of Attorney for <b>full amount</b> of <i>Bid Price</i> )	
<input type="checkbox"/>	<i>Evidence of Affirmative Action Compliance*</i>	
<input type="checkbox"/>	<i>Proof of Business Registration (BRC)*</i>	
<input type="checkbox"/>	Acknowledgement of Receipt of Revisions or Addenda	
<input type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Public Works Contractor Registration Certificate	
<input type="checkbox"/>	Subcontractor Listing	
	<i>Equal Employment Opportunity</i>	
	<i>Americans with Disabilities Act</i>	
	<i>NJ Anti-Discrimination Provisions</i>	

**\*Statutorily allowed to be provided with bid OR prior to execution of contract.**

Full Name (Print):		Title:	
Signature:		Date:	

**ATTACHMENT A – EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.  
**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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, and 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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 N.J.A.C. 17:27-1.1 et seq.

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

The contractor and the 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.

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS**  
**N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

*(Include the following only for boards of education)*

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

**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 is cause for automatic rejection of the bid or proposal.

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**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 if more space is needed):

Name of Individual or Business Entity	Address

**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 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 non-corporate 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 if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	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 *<name of contracting unit>* 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 *<type of contracting unit>* to notify the *<type of contracting unit>* 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 *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**NON-COLLUSION AFFIDAVIT**

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

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

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

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

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

knowledge that the \_\_\_\_\_ relies upon the truth of  
(name of contracting unit)

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 \_\_\_\_\_.  
(name of firm)

Subscribed and sworn to before me this day, \_\_\_\_\_, 2\_\_\_\_:

\_\_\_\_\_  
Signature of affiant

\_\_\_\_\_  
Type or print name of affiant

\_\_\_\_\_  
Notary public of

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

(Seal)



**BID PROPOSAL FORM**

\_\_\_\_\_  
(Contract Title and Bid Number, if applicable)

\_\_\_\_\_  
(Description of goods/services being bid)

The undersigned, being authorized, proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

\_\_\_\_\_  
Amount in words

\$ \_\_\_\_\_  
Amount in numbers

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email address

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

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, *Borough of Buena* ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

(Name of Contracting Unit)

### ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

This form must be submitted whether or not addenda were issued. If no addenda were issued, check the "No Addenda were received box" and complete the signature section.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number/Description	Dated	Acknowledge Receipt (initial)

No addenda were received

Name of Bidder:	
By:	
(Signature of Authorized Representative)	
Name:	
Title:	
Date:	

## Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

### Part 1: Certification

#### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

### CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

## EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

Check here if documentation is attached.

Name of Bidder:	
By:	
(Signature of Authorized Representative)	
Name:	
Title:	
Date:	



**BOROUGH OF BUENA**  
**CONTRACTORS INDEMNIFICATION HOLD HARMLESS**  
**AGREEMENT**

I. Indemnification

\_\_\_\_\_, hereinafter referred to as “the Contractor” shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor’s Contract.

## II. Insurance

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

Contractor shall be required to name the Municipality as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Municipality with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured".

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

## Schedule of Insurance

Notwithstanding the indemnification and defense obligations of the Contractor, the "Contractor" shall provide at its own cost and expense proof of the following insurance to the "Municipality":

A. Workers' Compensation

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability Including Products & Completed Operations

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars\** with a minimum annual aggregate of *two million (\$2,000,000) dollars\**.

Municipality shall be named as "Additional Insured".

C. Automobile Liability Insurance

With a minimum combined single limit of liability per accident of *one million (\$1,000,000) dollar\** for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

D. Errors and Omissions/Professional Liability

A minimum limit of liability of *one million (\$1,000,000) dollar\** per incident and in the annual aggregate.

Failure by the Contractor to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract. The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the "Municipality's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Municipality

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

County Commissioners

{County Executive}

Surrogate

County Clerk

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM**

**[https://www.nj.gov/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.nj.gov/dca/divisions/dlgs/programs/pay_2_play.html) A COUNTY-BASED, CUSTOMIZABLE FORM.**