

## 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

/s/ *Pamela Johnston*

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.