



Borough of Netcong

23 MAPLE AVENUE
NETCONG, NEW JERSEY 07857
TEL 973-347-0252 FAX 973-347-3020

NOTICE TO BIDDERS

Sealed bids will be received by the Netcong Borough Administrator until **February 21, 2024** at **10:00am** prevailing time at the offices of the Borough, located at the Borough of Netcong Municipal Building, 23 Maple Avenue, New Jersey 07857 at which time and place bids will be opened and read in public for:

DIRENZO PARK PLAYGROUND

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and "**DiRenzo Park Playground**" on the outside, and addressed to Ralph Blakeslee, Borough Administrator, at the address above.

Any Bid Addenda will be issued on the Borough website and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

The Proposal must be accompanied by a Non-Collusion Affidavit, a Corporate Disclosure Statement, and a Stockholders Certificate.

The Proposal must also be accompanied by a Certificate from a Surety Company guaranteeing that the successful respondent will furnish performance and payment (labor and materials) bonds, each in a sum not less than 100% of the total price for the complete Proposal, if awarded, with an approved surety company authorized to do business in the State of New Jersey and acceptable to the Borough.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

This Proposal is being solicited through a fair and open process, in accordance with N.J.S.A. 19:44A-20.4 et seq.

The vendor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Ralph Blakeslee, Borough Administrator
Borough of Netcong

GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
 - (1) Addressed to the Borough Administrator
 - (2) Bearing the name and address of the bidder on the outside
 - (3) Clearly marked "DiRenzo Park Playground" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
- C. It is the bidder's responsibility to see that bids are presented to the Borough Administrator on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Borough disclaims any responsibility for bids forwarded by regular or express mail. **If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Bids received after the designated time and date will be returned unopened.
- D. The Borough reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follow:
 - Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Multiple Bids Not Accepted
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- H. Official Requests for Bid packages are available to prospective bidders from the Borough of Netcong at a cost of. All addenda are posted on the Borough's website and issued in accordance with N.J.S.A. 40A:11-23(c)(1). Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Borough of Netcong is not responsible for third party supplied specifications.

2. BID SECURITY

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

A. ☒ **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County.

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if bidder fails to enter into contract pursuant to N.J.S.A. 40A:11-21. Failure to submit required guarantee shall be cause for rejection of the bid.

B. ☒ **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Borough stating that it will provide said bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit this shall be cause for rejection of the bid.

C. ☒ **PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22.

D. ☒ **LABOR AND MATERIAL (PAYMENT) BOND**

The successful bidder shall with the delivery for the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. ☒ **MAINTENANCE BOND**

Upon acceptance of the work by the Borough, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

- ☐ 1 Year
☒ 2 Years

3. **PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)**

- A. (1) The Borough of Netcong is exempt from any local, state, or federal sales, use or excise tax. The Borough of Netcong will not pay for New Jersey State Sales and Use Tax that are included in any invoices. The Borough of Netcong will not pay service charges such as interest and late fees.

(2) The Borough of Netcong will not complete credit applications as a result of contract(s) resulting from award based on these specifications.
- B. Bids shall be **signed in ink** (Original Signature Required) by the bidder, all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. **Estimated Quantities** (Open-End Contracts, Purchase as Needed) The Borough has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. ***NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.***
- E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Borough. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.
- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60-day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal. ***BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.***

4. **FIRM FIXED CONTRACT**

This is a firm fixed contract, prices firm, FOB Borough of Netcong locations. No price escalation. The vendor shall void the contract and permit the Borough of Netcong to solicit open market pricing should any price increase or surcharge be imposed.

5. **INTERPRETATIONS AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Borough. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors, or omissions noted by bidders should be promptly reported in writing to the Borough Administrator. In the event the bidder fails to notify the Borough of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, **addressed to the Assistant Borough Administrator, referencing the Contract Name and Contract Number in the subject line,** at rproctor@netcong.org. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.

- D. 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 bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The Borough's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

- E. Discrepancies in Bids

1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature **will not** suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of goods and services offered. The Borough reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Borough harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. Wherever practical and economical to the Borough, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

7. METHOD OF CONTRACT AWARD

- A. The Borough reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Borough to do so. Without limiting

the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

- B. The Borough further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Borough. Without limiting the generality of the foregoing, the Borough reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The Borough may also elect to award the contract on the basis of unit prices.
- D. The Borough reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Borough may then, at its option, accept the bid of the next lowest responsible bidder.
- F. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel this contract.
- G. The form of contract shall be submitted by the Borough to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Borough; material exceptions shall not be approved.
- H. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

8. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation, or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Borough may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

- 9. ☒ **NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.** Pursuant to N.J.S.A. 34:11-56.25 et seq, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by

contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at https://www.nj.gov/labor/wagehour/wagerate/wage_rates.html.

- 10. ☒ THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT—N.J.S.A. 34:11-56.48 et seq.** N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub- subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract, and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available online at https://www.nj.gov/labor/wagehour/regperm/pw_cont_reg.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

Effective May 1, 2019 a [Supplement](#) to the PWCR application must be completed for all new and renewal applications. The Supplement pertains specifically to participation in a registered apprenticeship program and possession of all licenses, registrations or certificates required by State law.

11. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall

include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

13. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

2. Construction Contracts

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at www.state.nj.us/treasury/contract_compliance) upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

14. AMERICANS WITH DISABILITIES ACT OF 1990 – 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

15. WORKER AND COMMUNITY RIGHT TO KNOW ACT – N.J.S.A. 34:5A-1 et seq.

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication

Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in the final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

16. STATEMENT OF CORPORATE OWNERSHIP – N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included State of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

17. INSURANCE AND INDEMNIFICATION

The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the Borough of Netcong with insurance companies licensed to provide insurance in the State of New Jersey. Ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better. Insurance shall be evidenced by Certificates and/or Policies as determined by the Borough. Each Certificate or Policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Administrator, Borough of Netcong, by registered mail, return receipt requested and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract number. Certificates of Insurance, with required endorsements attached, shall be delivered to the Borough, prior to the commencement of the project.

All Certificates of Insurance shall state that the Borough of Netcong, and their professionals, their successors, officers, agents, employees, and servants as additional insureds for this Contract. If the Certificate-of-Insurance includes a provision which require that the policy be endorsed to name additional insured parties or any other provisions of the insurance requirements, the appropriate endorsements must be included with the insurance certificate.

A. Insurance Requirements

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$500,000.00

General Liability Insurance

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages.

- Premises
- Operations
- Use of Independent Contractors and Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Contractor and his Subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations are by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

Automobile Liability Insurance

Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage.

This insurance shall include bodily injury and property damage with the following coverages.

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

Additional Insurance Requirements

All policies and Certificates of Insurance shall be approved by the Borough of Netcong, Risk Manager prior to the inception of any work and shall contain the following:

- Insurers shall have no right of recovery or subrogation against the Borough of Netcong, including its Agents and Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above-described insurance.
- The insurance companies issuing the policy or policies shall have no recourse against the Borough of Netcong including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- The Contractor shall assume all responsibility for loss or damage to Contractor's materials, equipment and machinery involved under the contract.
- The Contractor shall assume all responsibility to save the Borough of Netcong harmless from any loss or damage to all materials, equipment and machinery involved under this contract.
- All Certificates of Insurance shall state that the Borough of Netcong, and their professionals, their successors, officers, agents, employees, and servants are carried as "an additional insured" for the purposes of the contract, and shall include Form CG 20100704 & CG20370704 attached or their equivalent as determined solely by the Borough of Netcong Risk Manager.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

C. Indemnification

The Contractor agrees to indemnify and save harmless the Borough, its officers, agents and employees, 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:

- a) negligent acts or missions 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; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

The Borough of Netcong will not accept Mutual Limitation of Liability terms.

18. PAYMENT

Payment will be made after a properly executed Borough voucher has been received and formally approved on the voucher list by the Borough of Netcong Mayor and Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

19. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. The Borough of Netcong will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees.

20. PROMPT PAYMENT – GOODS & SERVICES – P.L. 2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

21. TERMINATION

- A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Borough of Netcong will pay for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the contractor and the Borough may withhold any payments to the contractor for the

purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.

- C. The contractor agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.
- D. In case of default by the contractor, the Borough may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the Borough.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.
- H. The Borough may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the Borough is conditioned upon the availability of Borough of Netcong funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Borough at the end of any particular fiscal year may terminate such services. The Borough will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Borough to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- I. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Borough of Netcong by notice to the parties.

22. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party.

In this event, the new owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

23. ADDITIONS/DELETIONS OF SERVICE

The Borough reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

24. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

25. Bidders shall not write in margins or alter the official content or requirements of the Borough bid documents.

26. SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

27. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs, and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2010.

28. TRUTH IN CONTRACTING LAW

- N.J.S.A. 2C:21-34, et seq. governs false claims and representation. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

29. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, Borough of Netcong ("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 proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or another 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 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 in 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.

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 \$25.00 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.

30. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

31. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Finance prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

32. Health Insurance Portability and Accountability Act of 1996-HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Borough harmless from any and all liabilities, claims, actions, costs, and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

33. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Borough opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Borough may solicit the goods and/or services from any bidder on this contract.

- 34.** The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

- 35.** The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

36. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:3255 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the Borough is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

SPECIFICATIONS (Varies based on project)

1. Tasks

The Borough anticipates the required Tasks will include:

- 1.1.1. Mobilization/Demobilization
- 1.1.2. Site Preparation & Restoration
- 1.1.3. Installation of Playground Equipment
- 1.1.4. Subgrade Material
- 1.1.5. Curbing
- 1.1.6. Pour-in-Place Rubber

2. SCOPE OF SERVICES

2.1. Objectives

The intent of this project is for the successful Bidder to conduct the work necessary to install the already purchased playground equipment, as well as outfit the playground area with pour-in-place rubber surfacing and any necessary subgrade materials. The work shall begin within a two-week period after resolution of award and memorialization of contract.

3. SPECIFICATIONS:

3.1 Protection of Public, Work and Property

The successful Bidder shall be solely and completely responsible for conditions in, on or near the job site, including safety of all persons and property affected directly or indirectly by his operations during performance of the Work. The successful Bidder shall take all necessary precautions for the safety of employees on the work site, and shall comply with all applicable provisions of federal, state, county and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards and protection of the workmen and the public. This requirement will apply continuously 24-hours a day and shall not be limited to normal working hours. The successful Bidder shall return any area disturbed to the original or better condition subject to the approval of the Borough Engineer.

3.2 Measurement and Scope of Payment

The Borough will make payment for providing materials, performing all required associated with the playground as a lump sum project. The Contractor agrees to accept the lump sum payment provided for in the Schedule of Prices as full payment for furnishing labor, materials, tools, equipment, and other resources necessary to complete the Work, and for performing the Work contemplated and embraced under the Contract in a complete and acceptable manner. Except where specified elsewhere in the Contract, payment will include full compensation for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, or for the action of the elements that the Contractor may encounter during the prosecution of the Work.

3.3 Mobilization/Demobilization

Mobilization consists of the preparatory work and operations, including moving personnel, equipment, supplies, and incidentals to the Project Limits. It also includes all other work performed and costs incurred before beginning work on various items in the Contract.

3.4 Site Preparation & Restoration

This Section describes the requirements for preparing site. The existing play equipment, wood fiber playground surface, and the borders will be removed by the Borough prior to the start of work. However, the area may require minor excavation and leveling at a depth of at least 4" or as specified by the manufacturer to prepare the site for the new equipment and surfacing.

All excavated material (if any) shall be removed from the site and delivered to an appropriate disposal or recycling facility. This work includes moving material and equipment to and from the site. It also includes clean-up of the site at completion of the Contract.

3.5 Installation of Playground Equipment

The Borough has purchased playground equipment from Ben Shaffer Inc. The successful bidder will install the purchased playground equipment according to the specifications and designs provided as **Appendix A** in this packet.

3.6 Subgrade Material

The successful bidder will install a sub base at a depth and thickness of at least 4" or as specified by the manufacturer in the entirety of the 62'x67'2" play area (approx. 4284sqft). The subgrade layer shall be comprised of compacted stone, concrete, or asphalt or equal or better material to any of the aforementioned.

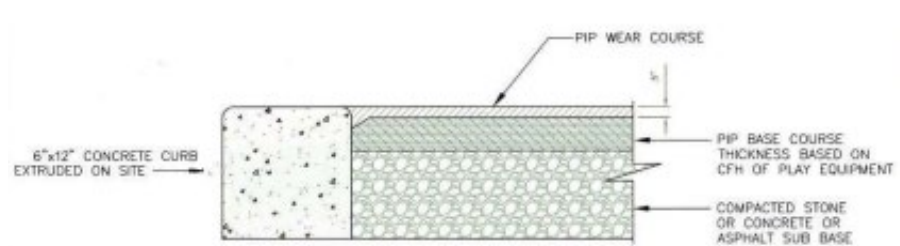
3.7 Curbing

A 6" curb shall be installed on site to act as a boarder for the play area (approx. 260 linear feet). The curb shall be composed of concrete, Playsafe Rubber, High Strength Plastic, or equal or better material to any of the aforementioned.

{NOTE: The curbing material listed in Appendix A is not to be considered for the purposes of this RFQ}

3.8 Pour-in-Place Rubber

The successful bidder will install a pour in place (PIP) wear course, as well as a PIP base course. The thickness of the base course shall be appropriate to the highest fall height of the play equipment. The highest fall height of the equipment is 8'4".



Example Image 1

BOROUGH OF NETCONG

EXCEPTIONS

For each exception, the bidder must identify the specific section of specifications by providing the number and title the exception applies to. It is the responsibility of the bidder to document the equivalence claim in writing. Submitting product brochures is not an acceptable claim of equivalence.

(IF NONE SO STATE)

[illegible]

USE ADDITIONAL SHEET IF NECESSARY

**REQUEST FOR PROPOSALS
DIRENZO PARK
PLAYGROUND
BOROUGH OF NETCONG**

CONTACT PERSON:

Ralph Blakeslee, Borough Administrator

Borough of Netcong Municipal Building

23 Maple Avenue, Netcong, NJ 07857

Phone: (973) 347-0252

Fax: (973) 347-3020

RFP SUBMISSION DEADLINE: **February 21, 2024**

RESPONDING COMPANY NAME: _____

COMPANY CITY/TOWN: _____ **STATE:** _____

BACKGROUND

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

BEFORE YOU SUBMIT YOUR PROPOSAL BE SURE TO CHECK (initial each box):

1. That the Proposal is signed by the President, Vice President, or Authorized Representative.
2. That the following required documents are properly executed, and included as directed.

**Bidder
Initial
Each Box**

DOCUMENT CHECKLIST

<input checked="" type="checkbox"/>	Proposal Form – signed	
<input type="checkbox"/>	Mandatory Equal Employment Opportunity Language - read	
<input type="checkbox"/>	Resolution 2024-34	
<input checked="" type="checkbox"/>	Business Registration Certificate (must be delivered prior to award)	
<input checked="" type="checkbox"/>	Bidder Disclosure Statement – sign	
<input checked="" type="checkbox"/>	Ownership Disclosure Certification Form - sign and notarize	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit Form - sign and notarize	
<input checked="" type="checkbox"/>	Affirmative Action Language Acknowledgement Form - sign	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language – read and sign	
<input checked="" type="checkbox"/>	Addenda Acknowledgement Form - sign	
<input checked="" type="checkbox"/>	Consent of Surety	
<input type="checkbox"/>	Specifications Technical – read in entirety	

☐ - Means Respondent to read the item(s)

☒ - Means Respondent to provide the required form(s) fully executed

NOTE:

- 1) The required forms when not properly executed and returned can result in rejection of the proposal.
- 2) Respondent understands that the specifications herein are incorporated into and fully part of any contract as may be awarded as result of this proposal submittal.
- 3) All questions pertaining to this request must be submitted in writing to the Assistant Borough Administrator via email at rproctor@netcong.org or via fax to (973) 347-3020, no later than three (3) business days prior to the submission due date deadline posted on the cover of this document.
- 4) Please provide one (1) original submission and one (1) photo copy.
- 5) IMPORTANT: REQUIRED FORMS HEREIN SHALL NOT BE SUBMITTED DOUBLE SIDED

Respondent Signature: _____

BOROUGH OF NETCONG, New Jersey
BID PROPOSAL FORM/SIGNATURE PAGE

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

SCHEDULE OF PRICES

DIRENZO PARK PLAYGROUND

NETCONG BOROUGH

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION</u>	<u>EXTENDED TOTAL</u>
1.		Mobilization / Demobilization	
2.		Site Preparation & Restoration	
3.		Installation of Playground Equipment	
4.		Subgrade Material	
5.		Curbing	
6.		Pour-in-Place Rubber	

1.	Lump Sum	Total Project Cost	\$ _____
		(Write unit price)	(Individual)
NAME: _____		(Partnership)	
		(Corporation)	
		(Limited Liability Company)	

ADDRESS: _____

TELEPHONE: _____

DATE: _____

SIGNED: _____ TITLE: _____

SIGNED: _____ TITLE: _____

(Corporation)
The undersigned is a (Partnership) under the laws of the State of _____ having its
(Individual)

Principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number

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 noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets 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:	

BIDDER'S AFFIDAVIT

State of _____)

County of _____)

I, _____, being duly sworn, do make this my affidavit and state:

that he is the _____
(Title and Name of Company)

who signed the above Bid, that he was duly authorized to sign, and that the Bid is a true offer of the Bidder, and the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

(Signer)

(Printed Name)

Subscribed and sworn to before me on

this _____ day of _____, 20____.

(Notary Public) (Seal)

My Commission expires : _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY, COUNTY OF

I, _____ from the Municipality
of _____ in the County of _____ in
the State
of _____, of full age, being duly sworn according to the law on my oath depose and
say that:

I am _____ of the firm of _____ the
bidder making the Bid for the above named project, and that I executed the said Bid 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 Bid and in
this affidavit are true and correct, and made with full knowledge that the Borough relies upon the
truth of the statements contained in said Bid 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

_____ (N.J.S.A. 52:34-15.)

Subscribed and sworn to before me

this _____

day of _____, 20____.

(Notary Public) (Seal)

My Commission expires: _____

BOROUGH OF NETCONG, NEW JERSEY
EXHIBIT A
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

Goods and General Service Vendors

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

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

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

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

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

AFFIRMATIVE ACTION AFFIDAVIT

(TO BE COMPLETED BY FIRMS WITH LESS THAN 50 EMPLOYEES)

STATE OF NEW JERSEY }

COUNTY OF }

I, _____, of the (City, Town, Borough) of _____ in the
County of _____, State of _____, of full age, being duly sworn according to law
on my oath depose and say that:

1. I am (President, partner, owner) of the firm of _____, a
bidder making a proposal upon the above-named project.
2. ___ does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975 c. 127, its rules and
regulations issued by the Treasurer, State of New Jersey pursuant thereto.
4. ___ has complied with all the affirmative action requirements of the State of New Jersey, including
those required by P.L. 1975 c. 127 and the rules and regulations issued by the Treasurer, State
of New Jersey pursuant hereto.
5. I am aware that if _____ does not comply with P.L. 1975 c. 127
and rules and regulations issued pursuant thereto, that no monies will be paid by the State of
New Jersey, County of _____, (City, Town, Borough)
of _____, until an affirmative action plan is approved. I am also aware
that the contract may be terminated and _____ may be
debarred from all public contracts, for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative
Action Office and complete an Employee Information Report (AA-302).

Signature of Authorized Representative

Name and Title

Subscribed and sworn to before me
this _____ day
of _____, 20__.

(Notary Public) (Seal)

My Commission expires: _____

BOROUGH OF NETCONG, NEW JERSEY
EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27-1.1 ET SEQ.
CONSTRUCTION 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targets employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union

at least five business days prior to the commencement of the construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever

vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**A RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE DIRENZO PARK
PLAYGROUND FLOOR AND INSTALLATION AND AUTHORIZING THE
BOROUGH ADMINISTRATOR TO RE-ADVERTISE FOR BIDS FOR SAID PROJECT**

WHEREAS, the Borough of Netcong solicited bids for the installation of Playground Equipment and Pour-in-Place Rubber Flooring; and

WHEREAS, on January 24, 2024, the Borough received eight bids for the performance of said work; and

WHEREAS, all of the bids received by the Borough exceeded the Borough's remaining budget for the DiRenzo Park Playground Project; and

WHEREAS, the Borough Administrator has recommended that the Borough Council reject all bids received and re-advertise for said work; and

WHEREAS, the Borough Council has considered the recommendation of the Borough Administrator and wishes to reject all bids and re-advertise for the project.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Netcong, in the County of Morris, and State of New Jersey, as follows:

1. The Borough of Netcong hereby rejects all bids received for the above-entitled project pursuant to N.J.S.A. 40A:11-13.2.
2. The Borough Administrator is hereby authorized and directed to re-advertise for bids for the DiRenzo Park Playground which bids shall be received on February 21, 2024.
3. This Resolution shall take effect immediately.

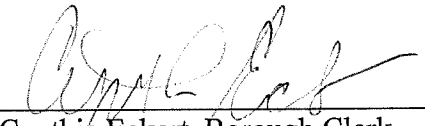
BOROUGH OF NETCONG

By: 
Elmer Still, Mayor


Dated:

CERTIFICATION

I, Cynthia Eckert, Clerk of the Borough of Netcong, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Borough at a meeting held on February 1, 2024.


Cynthia Eckert, Borough Clerk

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification 111XX	
CERTIFICATE OF EMPLOYEE INFORMATION REPORT	
INITIAL	
<p>This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX</p>	
<p>SAMPLE COMPANY, INC. 33 WEST STATE STREET TRENTON, NJ 08625</p>	 State Treasurer

BOROUGH OF NETCONG, NEW JERSEY

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE	07/14/04	
TRENTON NJ 08611		
EFFECTIVE DATE:		
01/01/01		
FORM-BRC(08-01)		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823533	

BOROUGH OF NETCONG, NEW JERSEY

**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 II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

BOROUGH OF NETCONG, New Jersey

Disclosure of Investment Activities in Iran

Bidder Name:	
---------------------	--

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

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 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 may 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.

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 nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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

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

APPENDIX A

DESIGN SUMMARY

Ben Shaffer Recreation, Inc. is very pleased to present this proposal for consideration for the DiRenzo Park located in Netcong. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Netcong Borough. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: DiRenzo Park
- Project Number: 130-159352-2
- User Capacity: 166
- Age Groups: Ages 5-12 years
- Dimensions: 67' 2" x 62' 0"
- Designer Name: John Uelmen

Ben Shaffer Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the DiRenzo Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 130-159352-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the DiRenzo Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

2706 SQ.FT.

PERIMETER

396 FT.

STRUCTURE SIZE

67' 2" x 62' 0"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
☐ 2-5 YEAR OLDS
☒ 5-12 YEAR OLDS
☐ 13 + YEAR OLDS



Registered
to ISO 9001

Registered
to ISO 14001



To verify product certification,
visit www.ipema.org

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.

NOTE: ALTHOUGH ALL ATTEMPTS HAVE
BEEN MADE TO PROVIDE AN ACCURATE SITE
IT MAY NOT TRULY REPRESENT THE AREA
WHERE THIS STRUCTURE IS TO BE PLACED.

LAKE

PARKING LOT

WATER STREET

GRASS

DELL AVE.

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	38
NUMBER OF ELEVATED PLAY EVENTS:	26
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 2
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 24
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 12
NUMBER OF GROUND-LEVEL PLAY EVENTS:	PROVIDED: 8
NUMBER OF TYPES OF GROUND-LEVEL PLAY EVENTS:	PROVIDED: 5

Burke

SERIES: Basics, Intensity, Nucleus

SITE PLAN

DRAWN BY: John Uelmen

DiRenzo Park

32 Dell Ave

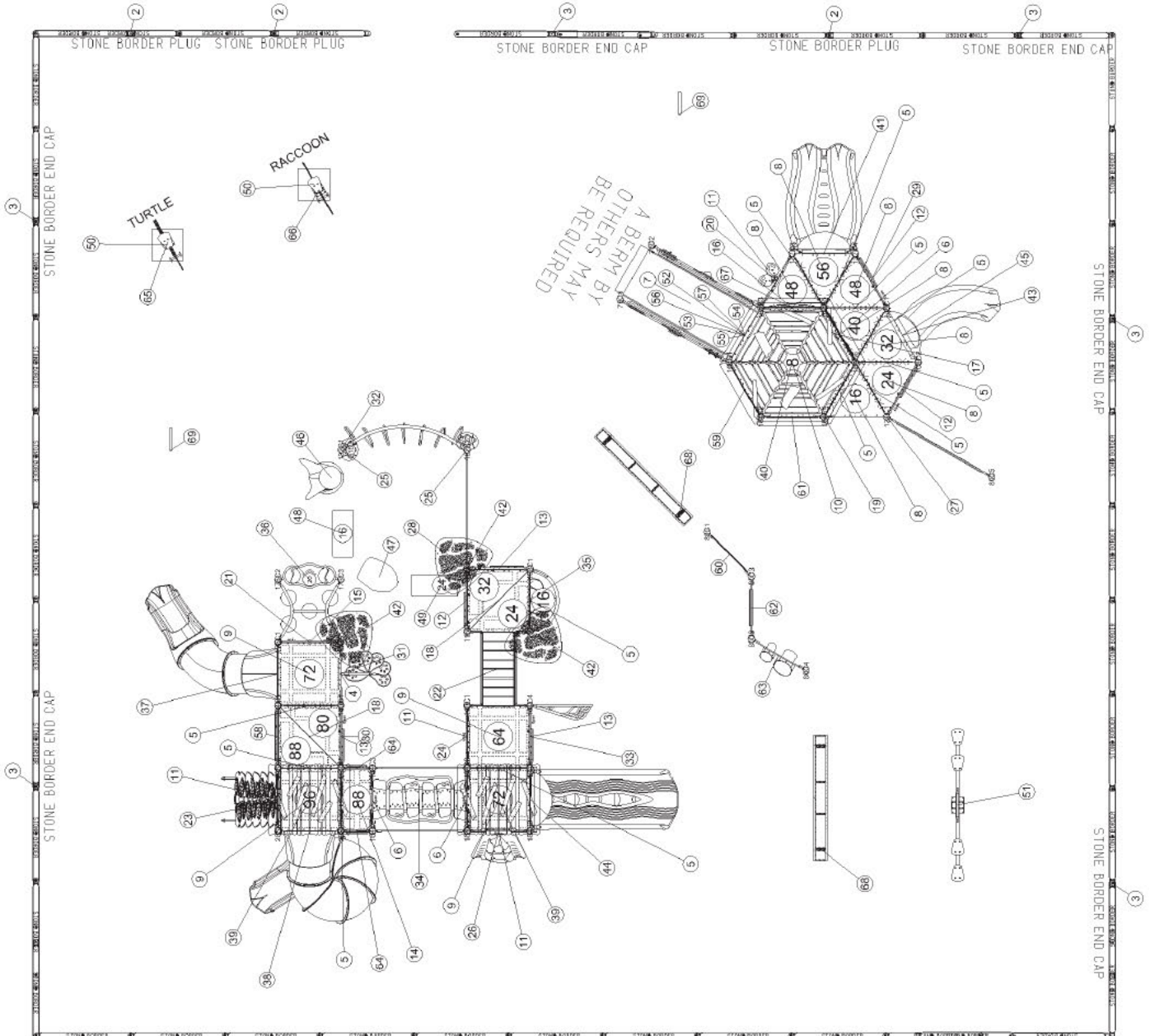
Netcong, NJ 07857

February 09, 2023

Ben Shaffer Recreation, Inc.

130-159352-2

ITEM	COMP.	DESCRIPTION
1	046-0053	6ft STONE BORDER/2 DRIVE PINS
2	046-0054	PLUG
3	046-0055	END CAP
4	270-0007	CLUBHOUSE STANCHION
5	270-0009	8" CLOSURE PLATE, ELLIPSE
6	270-0120	EVOLUTION UNITARY ENCLOSURE
7	270-0125	SENSORY RAIL 8" RISE ENTRANCE
8	270-0129	TRIANGLE PLATFORM
9	270-0130	SQUARE PLATFORM
10	270-0131	HEXAGONAL PLATFORM S5P
11	270-0192	CLUBHOUSE UNITARY ENCLOSURE
12	270-0193	CLUBHOUSE OFFSET ENCLOSURE
13	270-0194	CLUBHOUSE OFFSET ENCLOSURE
14	270-0290	HALF PLATFORM
15	270-0292	EVOLUTION CENTER MOUNT EN
16	270-0296	40" ABSTRACT PLATFORM OFFS
17	270-0298	ABSTRACT PLATFORM LADDER
18	270-0301	SPLIT SQUARE PLATFORM CLOS
19	370-0016	GRAB BAR ASSEMBLY
20	370-0089	LEAF CLIMBER 40" - 48"
21	370-0166	PODSTEP CLIMBER 64"-72"
22	370-0469	40" TRANSITION STAIR W/BARRI
23	370-0799	JUNGLE VINE CLIMBER 96"
24	370-0864	TREE BRANCH CLIMBER 64"
25	370-1608	OVISTEP LAUNCH PAD
26	370-1648	MANITOU CLIMBER 72"
27	370-1651	TRANGO CLIMBER, POST TO PO
28	370-1655	TRANGO TWO, POST TO POST 5
29	370-1664	SHASTA CLIMBER, 40"-48"
30	370-1666	SHASTA CLIMBER, 80"-96"
31	370-1673	PETAL STEP CLIMBER 64"-72"
32	370-1675	STRAIGHT OVERHEAD, NUCLEU
33	370-1695	VIA CLIMBER 64"-72"
34	370-1715	MESA CLIMBER
35	470-0075	CRESCENT PLATFORM
36	470-0101	DYNAMIC PAD
37	470-0105	COBRA SLIDE CURVED 72"
38	470-0109	COBRA SLIDE CORKSCREW LEF
39	470-0625	CLUBHOUSE RETREAT ROOF
40	470-0638	CLUBHOUSE HEX ROOF
41	470-0755	LUGE SLIDE, 48"-56"
42	470-0764	SOLIS POST TOPPER
43	470-0802	MONACO SLIDE, 32"-40"
44	470-0803	CONTOUR SLIDE, 64"-72"
45	470-0804	SLIDE HOOD, LOW SIDE WALL
46	560-0554	NATURE PLAY STUMP - LARGE
47	560-2614	NATURE PLAY ROCK, SMALL
48	560-2615	NATUREPLAY HORIZONTAL SPL
49	560-2617	NATUREPLAY SLOPED SPLIT LC
50	570-0016	RUBBER MAT ROCK N RIDE
51	570-0053	4 SEAT ROCKER
52	570-0109	CHROMA SENSORY EVENT, LOW
53	570-0110	BELL SENSORY EVENT, LEFT
54	570-0118	MELODY SENSORY EVENT, MID
55	570-0120	RAINDROPS SENSORY EVENT, T
56	570-0125	GROOVY SENSORY EVENT, LOW
57	570-0126	GRASS SENSORY EVENT, TOP
58	570-0782	CLUBHOUSE FULL BOARD PANE
59	570-0842	ABC 2-SIDED PLAY PANEL
60	570-0845	SPANISH 2-SIDED PLAY PANEL
61	570-0848	SIGNING 2-SIDED PLAY PANEL
62	570-0851	CHIMES PANEL, BELOW PLATFO
63	570-0852	DRUM PANEL, BELOW PLATFOR
64	570-2625	CLUBHOUSE HALF BOARD PANE
65	570-2681	TURTLE ROCKER
66	570-2692	RACCOON ROCKER
67	570-2701	COLLISION PANEL, ABOVE PLAT
68	580-1009	8" PVC TRADITIONAL BENCH BA
69	580-1399	WELCOME SIGN, CUSTOM

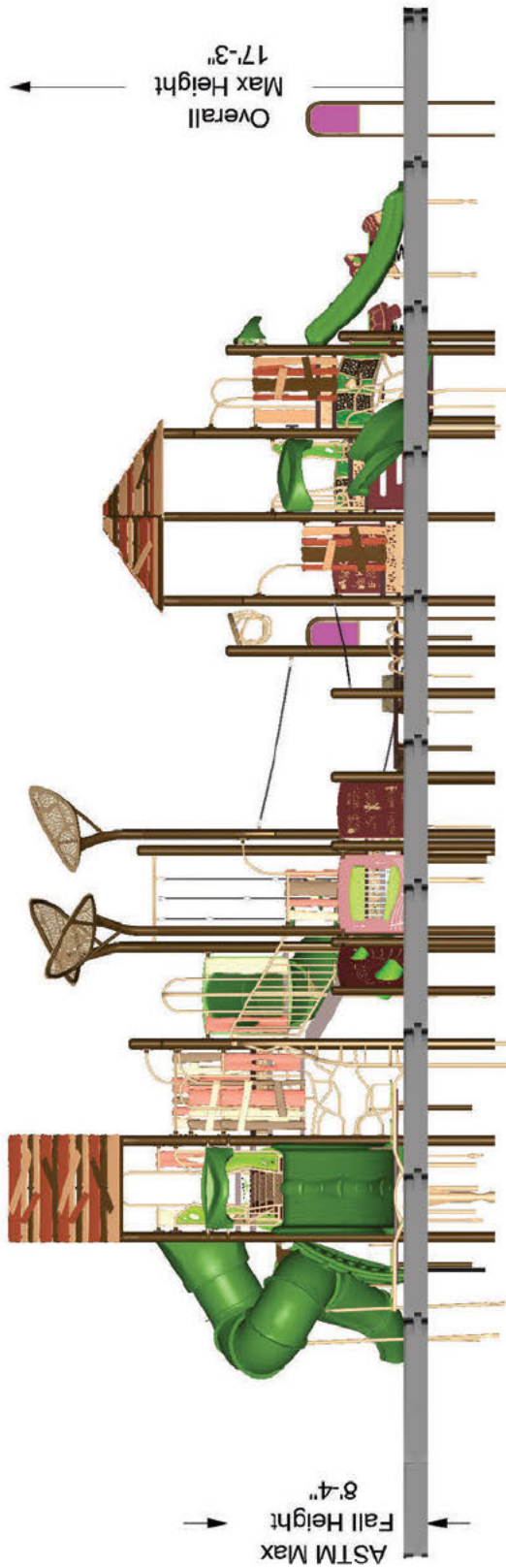


Burke

SERIES: Basics, Intensity, Nucleus
COMPONENT PLAN
DRAWN BY: John Uelmen

DiRenzo Park
32 Dell Ave
Netcong, NJ 07857

February 09, 2023
Ben Shaffer Recreation, Inc.
130-159352-2



The protective surfacing for this design must accommodate the critical fall height.



February 09, 2023

SERIES: Basics, Intensity, Nucleus

ELEVATION PLAN

DRAWN BY: John Uelmen

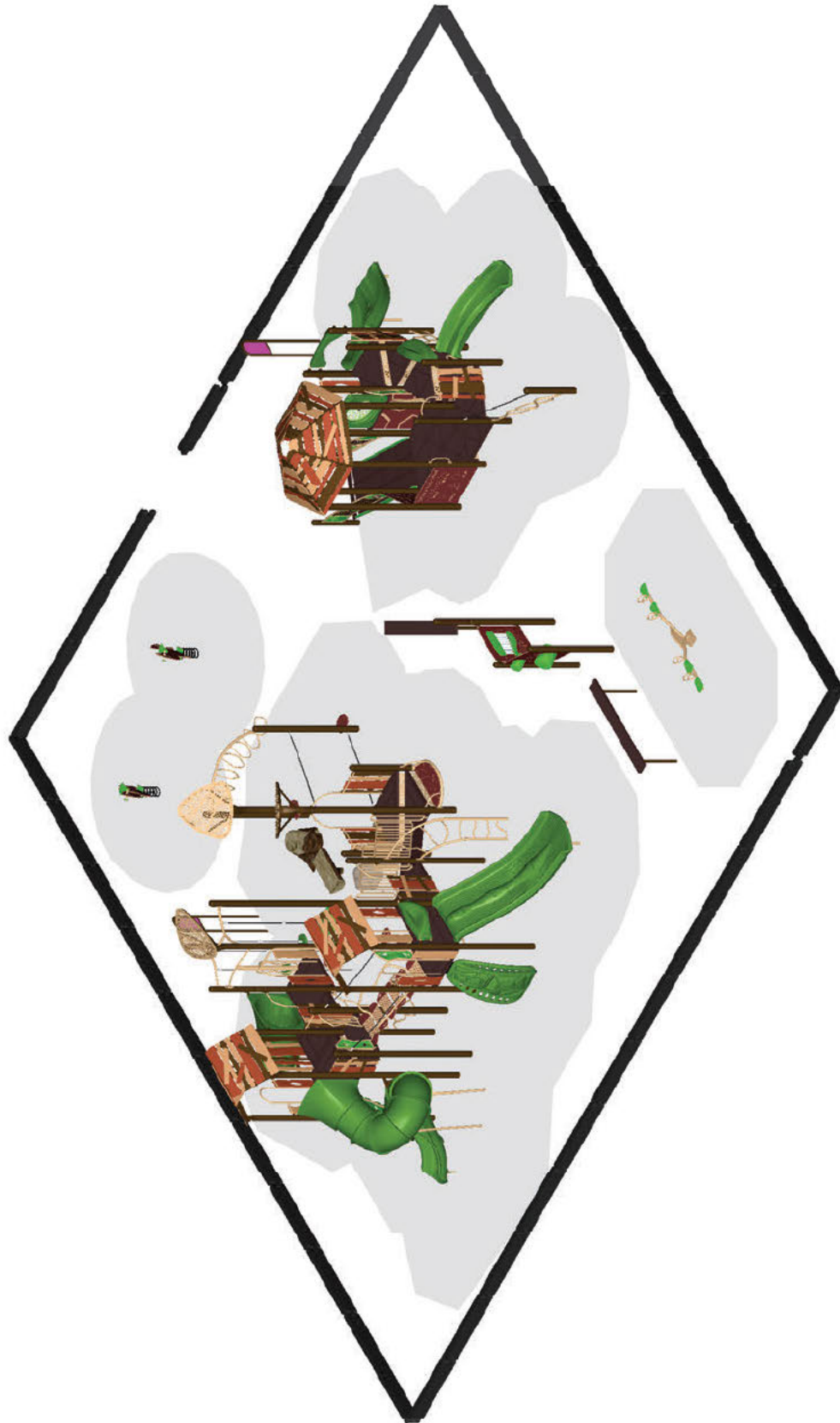
DiRenzo Park

32 Dell Ave

Netcong, NJ 07857

Ben Shaffer Recreation, Inc.

130-159352-2



Burke

February 09, 2023

SERIES: Basics, Intensity, Nucleus

ISOMETRIC PLAN

DRAWN BY: John Uelmen

DiRenzo Park

32 Dell Ave

Netcong, NJ 07857

Ben Shaffer Recreation, Inc.

130-159352-2

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Proposal # 130-159352-2

February 09, 2023
2023 Pricing

Proposal Prepared for:

Ralph Blakeslee
Netcong Borough
23 Maple Avenue
Netcong, NJ 07857
Phone:

Project Location:

DiRenzo Park
32 Dell Ave
Netcong, NJ 07857

Proposal Prepared by:

Ben Shaffer Recreation, Inc.
PO Box 844
Lake Hopatcong, NJ 07849
Phone: 973-663-2021
Fax: 973-663-4615
sales@benshaffer.com

Scott Tumminello
Phone: 973-663-2021
Fax: 973-663-4615
scott@benshaffer.com

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
6' Stone Borders						
046-0053	6ft STONEBORDER/2 DRIVE PINS	45	0	0	32	1,440
046-0054	PLUG	3	0	0	1	3
046-0055	END CAP	6	0	0	4	24
Burke Basics						
560-0554	NATURE PLAY STUMP - LARGE	1	1	1	113	113
560-2614	NATURE PLAY ROCK, SMALL	1	1	1	95	95
560-2615	NATUREPLAY HORIZONTAL SPLIT L...	1	2	2	212	212
560-2617	NATUREPLAY SLOPED SPLIT LOGCL...	1	2	2	217	217
570-0016	RUBBER MAT ROCK N RIDE	2	0	0	17	34
570-0053	4 SEAT ROCKER	1	4	4	161	161
570-2681	TURTLE ROCKER	1	1	1	75	75
570-2692	RACCOON ROCKER	1	1	1	65	65
580-1009	8' PVC TRADITIONAL BENCH BACK...	2	0	0	81	162
580-1399	WELCOME SIGN, CUSTOM	2	0	0	45	90
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Intensity						
370-1608	OVISTEP LAUNCH PAD	2	1	2	10	20
370-1655	TRANGO TWO, POST TO POST 5 TO...	1	5	5	10	10
370-1675	STRAIGHT OVERHEAD, NUCLEUS	1	6	6	53	53
470-0101	DYNAMIC PAD	1	2	2	27	27
Nucleus						
072-0500-108C	5" OD X 108" CAPPED POST	2	0	0	57	114
072-0500-116C	5" OD X 116" CAPPED POST	1	0	0	61	61
072-0500-124C	5" OD X 124" CAPPED POST	1	0	0	65	65
072-0500-132C	5" OD X 132" CAPPED POST	4	0	0	69	276
072-0500-140C	5" OD X 140" CAPPED POST	1	0	0	74	74
072-0500-148C	5" OD X 148" CAPPED POST	1	0	0	78	78
072-0500-164C	5" OD X 164" CAPPED POST	4	0	0	86	344
072-0500-176C	5" OD X 176" CAPPED POST	3	0	0	92	276
072-0500-180C	5" OD X 180" CAPPED POST	1	0	0	94	94
072-0500-76C	5" OD X 76" CAPPED POST	2	0	0	40	80
072-0500-80C	5" OD X 80" CAPPED POST	5	0	0	42	210
072-0502-164S	5" OD X 164" SWAGED POST	6	0	0	86	516
072-0502-172S	5" OD X 172" SWAGED POST	1	0	0	90	90



Proposal # 130-159352-2

February 09, 2023

2023 Pricing

072-0502-180S	5" OD X 180" SWAGED POST	2	0	0	94	188
072-0502-184S	5" OD X 184" SWAGED POST	4	0	0	96	384
072-0502-208S	5" OD X 208" SWAGED POST	4	0	0	109	436
270-0007	CLUBHOUSE STANCHION	1	0	0	33	33
270-0009	8" CLOSURE PLATE, ELLIPSE	12	0	0	8	96
270-0120	EVOLUTION UNITARY ENCLOSURE	3	0	0	34	102
270-0125	SENSORY RAIL 8" RISE ENTRANCE...	1	0	0	440	440
270-0129	TRIANGLE PLATFORM	7	2	14	48	336
270-0130	SQUARE PLATFORM	4	6	24	106	424
270-0131	HEXAGONAL PLATFORM S5P	1	12	12	287	287
270-0192	CLUBHOUSE UNITARY ENCLOSURE	4	0	0	34	136
270-0193	CLUBHOUSE OFFSET ENCLOSURE, R...	3	0	0	36	108
270-0194	CLUBHOUSE OFFSET ENCLOSURE, L...	3	0	0	35	105
270-0290	HALF PLATFORM	1	3	3	57	57
270-0292	EVOLUTION CENTER MOUNT ENCLOS...	1	0	0	40	40
270-0296	40" ABSTRACT PLATFORM OFFSET ...	1	0	0	43	43
270-0298	ABSTRACT PLATFORM LADDER 32"	1	1	1	34	34
270-0301	SPLIT SQUARE PLATFORMCLOSURE ...	2	4	8	108	216
370-0016	GRAB BAR ASSEMBLY	1	0	0	6	6
370-0089	LEAF CLIMBER 40" - 48"	1	4	4	41	41
370-0166	PODSTEP CLIMBER 64"-72"	1	10	10	143	143
370-0469	40" TRANSITION STAIR W/BARRIE...	1	4	4	279	279
370-0799	JUNGLE VINE CLIMBER 96"	1	2	2	161	161
370-0864	TREE BRANCH CLIMBER 64"	1	2	2	25	25
370-1648	MANITOU CLIMBER 72"	1	4	4	86	86
370-1651	TRANGO CLIMBER, POST TO POST	1	5	5	32	32
370-1664	SHASTA CLIMBER, 40"-48"	1	2	2	20	20
370-1666	SHASTA CLIMBER, 80"-96"	1	4	4	32	32
370-1673	PETAL STEP CLIMBER 64"-72"	1	4	4	66	66
370-1695	VIA CLIMBER 64"-72"	1	3	3	75	75
370-1715	MESA CLIMBER	1	4	4	143	143
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0105	COBRA SLIDE CURVED 72"	1	2	2	203	203
470-0109	COBRA SLIDE CORKSCREW LEFT 96"	1	1	1	309	309
470-0625	CLUBHOUSE RETREAT ROOF	2	0	0	182	364
470-0638	CLUBHOUSE HEX ROOF	1	0	0	335	335
470-0755	LUGE SLIDE, 48"-56"	1	4	4	198	198
470-0764	SOLIS POST TOPPER	3	0	0	87	261
470-0802	MONACO SLIDE, 32"-40"	1	2	2	71	71
470-0803	CONTOUR SLIDE, 64"-72"	1	4	4	232	232
470-0804	SLIDE HOOD, LOW SIDE WALL	1	0	0	32	32
570-0109	CHROMA SENSORY EVENT, LOWER	1	0	0	13	13
570-0110	BELL SENSORY EVENT, LEFT	1	0	0	24	24
570-0118	MELODY SENSORY EVENT, MIDDLE	1	0	0	20	20
570-0120	RAINDROPS SENSORY EVENT, TOP	1	0	0	23	23
570-0125	GROOVY SENSORY EVENT, LOWER	1	0	0	26	26
570-0126	GRASS SENSORY EVENT, TOP	1	0	0	16	16
570-0782	CLUBHOUSE FULL BOARD PANEL	1	0	0	35	35
570-0842	ABC 2-SIDED PLAY PANEL	1	2	2	44	44
570-0845	SPANISH 2-SIDED PLAY PANEL, B...	1	2	2	46	46
570-0848	SIGNING 2-SIDED PLAY PANEL	1	2	2	44	44
570-0851	CHIMES PANEL, BELOW PLATFORM	1	4	4	58	58
570-0852	DRUM PANEL, BELOW PLATFORM	1	4	4	53	53
570-2625	CLUBHOUSE HALF BOARD PANEL	2	0	0	19	38
570-2701	COLLISION PANEL, ABOVE PLATFO...	1	1	1	55	55



Proposal # 130-159352-2

February 09, 2023
2023 Pricing

600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5

Total User Capacity: 166

Total Weight: 12,222 lbs.

Total Price: [REDACTED]

Information is relative to the Feb 9 2023 4:35AM database.

Special Notes:

[REDACTED]



Proposal # 130-159352-2

February 09, 2023

2023 Pricing

Selected Color List

Color Group	Color
<i>Phase 1</i>	
Accessory	Tan
Platform	Brown
1 Color Extruded/Flat	Lime
Post	Brown
Kore Konnect	Brown
Rotomolded	Olive
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
<i>Phase 2</i>	
Accessory	Tan
Post	Brown
Kore Konnect	Brown
Platform	Brown
1 Color Extruded/Flat	Lime
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
Rotomolded	Olive
Intensity/Rocky Mountain	Lime
<i>Phase 3</i>	
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
Kore Konnect	Brown
Sprocket Overlay & Cruiser Side Panels	Lime
Drums	Lime
Post	Brown
<i>Phase 4</i>	
Accessory	Tan
1 Color Extruded/Flat	Lime
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
Table/Bench Legs	Brown
Table/Bench	Brown
Post	Brown