

# **Borough of Keyport**

Monmouth County

## **2025 BOROUGH PROPERTIES GRASS CUTTING LAWN MAINTENANCE**

**Receipt Date – March 12, 2025**

**Time – 11:00 AM**

**PUBLIC NOTICE**  
**Borough of Keyport**  
**NOTICE OF SOLICITATION OF PROPOSALS FOR BOROUGH PROPERTY GRASS CUTTING**  
**LAWN MAINTENANCE**

A copy of the proposal document may be obtained at the office of:

Michele Clark, Municipal Clerk  
70 West Front Street  
Keyport NJ 07735

All proposals must be submitted to:  
Michele Clark, Municipal Clerk  
70 West Front Street  
Keyport NJ 07735  
by March 12<sup>th</sup> 2025 – 11:00 AM.

Proposals are being solicited to a fair and open process in accordance with N.J.S.A. 40A:11-4.1et. seq.

The requirement for awarding a contract through **competitive contracting** in New Jersey is found in N.J.S.A. 40A:11-4.1 et seq. of the Local Public Contracts Law (LPCL).

**Key Points of N.J.S.A. 40A:11-4.1 et seq.:**

- **Competitive contracting** is an alternative to public bidding that allows municipalities and other local government units to award certain contracts based on factors other than just price.
- It applies to specific **specialized goods and services** where the lowest bid **may not be the best option**.
- Contracts must be awarded **through a formal Request for Proposals (RFP)** process.

**When Competitive Contracting is Required:**

Under N.J.S.A. 40A:11-4.1, competitive contracting **must** be used for contracts involving:

1. **Proprietary computer software** or systems.
2. **Emergency medical services**.
3. **Consulting services related to the operation of a municipality**.
4. **Concessions for revenue-generating contracts** (e.g., parking meters, food services).
5. **Energy-related services**, including power purchase agreements.
6. **Licensing, operation, or management of public facilities**.
7. **Any other service deemed necessary by the municipality**, provided a resolution is passed authorizing the use of competitive contracting.

**CHECK LIST OF REQUIRED DOCUMENTS**

The following items are required submissions in this proposal package:

	<b>Initials</b>
Affirmative Action Requirements	✓ _____
Americans With Disabilities Act	✓ _____
Applicant and Sub-Applicant Business Registration Certificate	✓ _____
Corporate Disclosure Statement	✓ _____
Qualification Proposal Form	✓ _____
Acknowledgement of Addenda (as applicable)	✓ _____
Affidavit of Non-Collusion	✓ _____
Professional Appointment Certification	✓ _____
Dispute Resolution Acknowledgement	✓ _____
Checklist of Required Documents, signed below	✓ _____
Prohibited Iran Investment Activities	✓ _____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. *THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL PACKAGE.*

\_\_\_\_\_  
COMPANY / APPLICANT'S NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (PRINT)      TITLE

**PROPOSAL**

**2025 BOROUGH PROPERTY GRASS CUTTING LAWN MAINTENANCE**

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

The undersigned declares that he/she has carefully examined and fully understands the Information for Applicants, Specifications and other documents herein referred to and agrees to furnish and deliver all materials and to perform all work in accordance with the contract documents for the 2025 BOROUGH PROPERTY GRASS CUTTING LAWN MAINTENANCE

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

Witness or Attest:

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
(If Corporation, affix Corporate Seal)

BOROUGH OF KEYPORT REQUEST  
FOR PROPOSALS/BIDS  
FOR GRASS CUTTING AND LAWN MAINTENANCE  
SERVICES 2025

The Borough of Keyport requests proposals for grass cutting and lawn maintenance services for 2025 for designated public properties.

Proposals shall be submitted by 3/12/2025 to the Municipal Clerk, 70 West Front Street, Keyport NJ 07735 in a sealed envelope marked:

2025 Grass Cutting and Lawn Maintenance

The proposed cost shall include all labor, equipment and materials required to perform the services, detailed herein for a period ending November 14, 2025. ANY EXCEPTIONS TO THE REQUIRED SERVICES MUST BE LISTED.

Payment for services shall be made upon submission of a signed payment voucher and invoice at the end of each month which includes the dates services were provided at each location and a report of recommendations, if any.

The Contractor shall provide evidence of New Jersey Business Registration, evidence of insurance including Workers Compensation, General and Auto Liability, and shall provide the Borough with a certificate of insurance naming the Borough as an additional insured.

Direct all questions to the Municipal Clerk via email to [mclark@keyportonline.com](mailto:mclark@keyportonline.com)

ITEM #1: PARKS

Trimming of grass around all structures, ornaments, fences and lamp posts, etc. shall be done on a weekly basis. Edging/blowing of all walkways, ramps and curbs shall be done on a weekly basis. No Lawn business signs allowed on Borough Properties.

Shrubs and small trees will be pruned twice a year in the Spring and Fall. All branches are to be removed from the location.

Ornamental Grasses will be cut back (pruned) once a year in the Spring.

All beds are to be weeded continuously throughout the year and edged twice a year This includes all flower, shrub, tree, and stone areas in the listed parks.

ITEM #1: PARKS:

- Therese Street Park
- Cedar Street Park
- Benjamin Terry Park, Myrtle Avenue
- Veterans Park, Myrtle Avenue
- Kearney Street Park
- Fireman's Park, West Front Street
- Waterfront Park, including boat ramp area adjacent to First Street; and areas adjacent to gazebo and Promenade along American Legion Drive
- Mini Park across from Water Front park by concrete pad and flag pole
- Beach Park, including playground, and concrete pad area on First Street

LUMP SUM for Item #1: \_\_\_\_\_ (number value/ written)

ITEM #2: BOROUGH-OWNED PROPERTIES AND OPEN LOTS

The Borough-owned public properties identified below shall be cut and trimmed bi-weekly to a 2" GRASS LENGTH unless otherwise indicated. These properties DO NOT REQUIRE SOIL TESTING OR FERTILIZER Cutting includes cleaning and removing debris from lawn, bagging all grass clippings and removal/disposal.

1. Keyport Public Library, Broad & Third Street: weed-whack, sidewalk clearing
2. Senior Center, 110 Second Street
3. Vacant (Parking) Lot, corner of Second Street & Church Street: weed-whack
4. Clark Street (North side only from Madison Street to Broadway)

Lump Sum for Item #2 \_\_\_\_\_ (number value/ written)

Total Sum for Items #1 and #2 \_\_\_\_\_ (number value/ written)

Authorized Signature for Vendor/Contractor: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_ Date: \_\_\_\_\_

### Obtaining a Submission Package

Instructions and Proposal documents are available on the Borough's website ([www.keyportonline.com](http://www.keyportonline.com)) and can also be obtained through the Borough Clerk's Office during regular business hours, Monday – Friday, from 9:30 a.m. to 3:30 p.m. The submission package can also be requested via email: [mclark@keyportonline.com](mailto:mclark@keyportonline.com)

### Submission by Facsimile or Email – Not Permitted

Proposals will not be accepted by facsimile transmission or email.

### Submitting Envelope

Completed Proposals must be submitted in the manner designed and outlined in the submission package.

The envelope or package must be enclosed in a sealed envelope bearing the name and address of the Respondent, and the name of the specific professional service on the outside, addressed to the Borough of Keyport. Each interested firm or professional must submit a separate Proposal statement for each area of interest. One Proposal statement for multiple services will not be accepted. Please enclose one (1) original, marked original; one (1) copy (marked copy) and one flash drive of the proposal being submitted for each professional service of interest.

Note: THE BOROUGH OF KEYPORT will consider proposals only from firms or organizations that have demonstrated the capability and willingness to provide high-quality services in the manner described in this Request for Proposal.

The Borough reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that, in their judgment, will be in the best interest of the Borough. The Borough shall award the contract or reject all submissions no later than 60 days from receipt of the same.

All Respondents are required to comply with the affirmative action and non-discrimination provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 14:27.

Kimberly Humphrey  
Borough QPA  
Borough of Keyport

## GLOSSARY

The following definitions shall apply to and are used in this Request for PROPOSALS:

- "Borough" – refers to the Borough of Keyport, its officers and elected and appointed officials, employees and advisors and consultants.
- "Due Date" - refers to the date and time by which Proposals must be received by the Borough in order to be considered for award of the contract or position.
  - "Proposal Statement" - refers to a Respondent's complete response to this RFP.
- "Qualified Respondent" - refers to those Respondents who (in the sole judgment of the Borough) have satisfied the Proposal criteria set forth in this RFP.
  - "RFP/Bids" - refers to this Request for PROPOSALS, including any amendments thereof or supplements thereto.
- "Respondent" or "Respondents" - refers to the interested individuals and firms that submit Proposals.
  - "Services" – refers to the professional services the Borough seeks in this RFP process.
  - "Successful Respondent" – refers to the Respondent selected by the Borough to perform the Services.



SECTION 1  
INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction and Purpose.

The Borough is soliciting Proposals from interested persons and/or firms for the provision of the professional services described herein. Through a Request for Proposal process, persons and/or firms interested in assisting the Borough with the provision of such services must prepare and submit a Proposal Statement in accordance with the procedure and schedule in this RFP. The Borough will review only Proposals that include all the required information as described herein. The Borough intends to qualify persons and/or firms that (a) possess the professional capabilities to provide the proposed services; (b) will agree to work under the compensation terms and conditions set forth; and (c) have demonstrated the capability and willingness to provide high quality services to the Borough.

1.2 Procurement Process and Schedule.

The procurement process for professional services being procured are exempt from bidding pursuant to NJSA 40A:11-4.1) The selection of Qualified Respondents is subject to the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 *et seq.* The Borough has structured a competitive procurement process which ensures that anyone interested in providing the services sought has an opportunity to submit a Proposal Statement in response to this RFP. The Borough will evaluate responses to this RFP. Based upon the totality of the information contained in the Proposal Statement, and from the Respondents' references, the Borough will determine which Respondents are qualified. Each Respondent that meets the requirements of the RFP (in the sole judgment of the Borough) will be designated as a Qualified Respondent and will be considered for selection by the Borough.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are stated in the Anticipated Procurement Schedule. The Borough reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents who have provided contact information to the Clerk upon receipt of this RFP.

Proposals must be received by the Borough's Designated Contact Person, via mail or hand delivery, by 11:00 A.M. prevailing time on the Due Date. Proposals received after 11:00 A.M. on the Due Date will be returned unopened.

DESIGNATED CONTACT:

Borough of Keyport  
Attn: Michele Clark, Municipal Clerk  
70 West Front Street  
Keyport, New Jersey 07735

## ANTICIPATED PROCUREMENT SCHEDULE

<u>ACTIVITY</u>	<u>DATE</u>
1. Issuance of Request for Proposals	February 18,2025
2. Receipt of Proposals/ Due Date	March 12,2025
3. Award	March/April 2025
4. Term of Contract	April 22 <sup>th</sup> 2025 – November 14 <sup>th</sup> , 2025

### 1.3 Conditions Applicable to RFP.

Upon submitting a Proposal Statement in response to this RFP, the Respondent acknowledges and consents to the following conditions:

- This document is an RFP for a competitive contract.
- This RFP does not commit the Borough to issue contract.
- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent. There shall be no claims whatsoever against the Borough, its staff or consultants for reimbursement or payment of costs or expenses incurred in the preparation of the Proposal Statement or other information required by the RFP.
- The Borough reserves the right to reject for any reason any and all responses and components thereof.
- The Borough reserves the right to reject any Respondent that submits incomplete responses to this RFP, or a Proposal Statement that is not responsive to the requirements of this RFP.
- The Borough reserves the right, without prior notice, to supplement, amend, or modify this RFP, or to request additional information.
- All Proposals shall become the property of the Borough and will not be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Borough in accordance with law.

- Any Proposals not received by the Borough timely will be rejected.
- The Borough shall not be liable for any claims or damages alleged to have been incurred as a result of this RFP process, including the Borough's review of Proposals and its award of contracts.

#### **1.4 Rights of Borough.**

The Borough reserves the following rights with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal Statement received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the Borough deems necessary or convenient, to clarify the information provided as part of a Proposal Statement, and to request additional information to support the information included in any Proposal Statement.
- To suspend or terminate the procurement process described in this RFP at any time, commence a new procurement process, or exercise any other rights provided under applicable law without any obligation to the Respondents.

The Borough shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

#### **1.5 Addenda or Amendments to RFP.**

After the issuance of the RFP, but no later than five (5) business days prior to the Due Date, the Borough may issue an addenda, amendments or answers to written inquiries. Addenda will be noticed by the Borough and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of any addenda issued.

## GENERAL INFORMATION FOR APPLICANTS

### **I. SUBMISSION OF QUALIFICATIONS**

- A. Borough of Keyport, Monmouth County, New Jersey (hereinafter referred to as "BOROUGH") invites sealed proposals pursuant to the Notice to Applicants.
- B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Applicants, and at such time and place will be publicly opened and read aloud.
- C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the Borough of Keyport, (2) bearing the name and address of the applicant written on the face of the envelope, and (3) clearly marked "Property Lawn Maintenance" with the contract title.
- D. It is the applicant's responsibility to see that proposals are presented to the Borough on the hour and at the place designated. Proposals may be hand delivered or mailed; however, Borough disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed proposals forwarded to Municipal Clerk before the time of Receipt of proposals may be withdrawn upon written application of the applicant who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or Borough may reject irregularities of any kind. Any Changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.
- G. Each proposal form must give the full business address of the applicant and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and 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. Proposals 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. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

### **II. INTERPRETATION AND ADDENDA**

- A. The applicant understands and agrees that its proposal is submitted on the basis of the requirements prepared by the Borough. The applicant accepts the obligation to become familiar with these requirements.
  - B. Applicants are expected to examine the requirements with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the appropriate official. In the event the applicant fails to notify the Borough of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.
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- C. No oral interpretation of the meaning of the specifications will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Borough's representative stipulated in the proposal. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the Receipt of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the applicant in the proposal. The Borough's interpretations or corrections thereof shall be final.

### **III. PREPARATION OF PROPOSALS**

- A. the Borough is exempt from any local, state or federal sales, use or excise tax.

### **IV. STATUTORY AND OTHER REQUIREMENTS**

- A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127).

#### **Procurement, Professional and Service Contracts**

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

- B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the proposals and services is prohibited. The successful applicant is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful applicant is obligated to comply with the Act and to hold the Borough and Borough of Keyport harmless.

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### C. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

### D. Non-Collusion Affidavit

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

### E. New Jersey Business Registration Requirements

Non-Construction Contracts – The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c134 (C.52:32-44 et al) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

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

## V. METHODS OF AWARD

- A. All contracts shall be for 12 consecutive months or less.
  - B. may award the work based on the terms stated in Exhibit A.
  - C. The successful applicant will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Borough.
  - E. This contract will be awarded pursuant to a fair and open process as prescribed in NJSA 19:44A-20.4 (P.L. 2005, c. 51).
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**VI. TERMINATION OF CONTRACT**

- A. If, through any cause, the successful applicant shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Borough shall thereupon have the right to terminate this 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.
- 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 Borough from the contractor is determined.

**EXHIBIT A**

**REQUEST FOR PROPOSAL FOR BOROUGH PROPERTY GRASS CUTTING AND LAWN MAINTENANCE**

1. The Borough of Keyport is soliciting proposals for the **BOROUGH PROPERTY GRASS CUTTING AND LAWN MAINTENANCE** for the calendar year 2025. Proposals will be accepted for the specific professional services set forth in the Public Notice, a copy of which is attached hereto.

All sealed proposals shall be submitted to:

Michele Clark, Municipal Clerk  
70 West Front Street  
Keyport NJ 07735

by March 12, 2025 – 11:00 AM. **Two (2) copies of the proposal shall be submitted, one being an original. One being a copy along with an entire proposal on a thumb drive.**

- 3. All proposals shall include, at a minimum: the name, address and all contact information of the person or firm making the proposal; a statement of qualifications, including all applicable professional licenses held; a statement of experience in rendering such services to public entities
  - 4. All proposals will be evaluated by the Borough Administrator and Public Works Superintendent
  - 5. Proposals will be evaluated by the Borough on the basis of the proposals deemed to be most advantageous, price and other factors considered. The evaluation will consider:
    - a. Experience and reputation in the field;
    - b. Knowledge and experience with municipalities;
    - c. Knowledge of the subject matter to be addressed under the contract;
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- d. Availability to accommodate any required meetings of the agency;
- e. Support staff and equipment availability;
- f. Compensation proposal;
- g. Other factors, if determined to be in the best interest of the Borough and its agencies.

**FORMS REQUIRING SIGNATURES**

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**AFFIDAVIT OF NON-COLLUSION**

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at \_\_\_\_\_  
\_\_\_\_\_
2. The name of the within applicant is \_\_\_\_\_  
\_\_\_\_\_
3. I executed the said proposal on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposal in connection with the contract.
5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that Borough of Keyport, Monmouth County, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to  
before me on this day of

\_\_\_\_\_, 2025

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print Name

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**AFFIRMATIVE ACTION CERTIFICATION**

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

1. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bid threshold (available upon request).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.**

The following questions must be answered by all applicants:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

**Note: A contractor's proposal must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.**

Applicant's Name

Title

Authorized Signature

Telephone

Print Name

**EXHIBIT A**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO  
PROPOSAL DOCUMENTS FORM**

Pursuant to N.J.S.A. 40A: 11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or proposal documents. By indicating date of receipt, applicant acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

<u>Addendum Number</u>	<u>How Received (mail, fax, pick-up, etc.)</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*\*\*If no addenda has been issued, please write "N/A" above and complete the form below\*\*\*

Company/Applicant: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

**AMERICANS WITH DISABILITIES ACT**

**Equal Opportunity For Individuals With Disabilities**

The Contractor and the Borough do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Borough pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Borough, 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 changes 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 Borough grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough 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 Borough 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 Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Borough or its representatives.

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

It is further agreed and understood that the Borough or Borough 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 Borough from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

\_\_\_\_\_  
COMPANY / BIDDER'S NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (PRINT)                      TITLE

**DISPUTE RESOLUTION**

Any dispute arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-41.1 as follows:

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1. All remedies provided elsewhere in the Contract documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with paragraph 2.
2. Prior to litigation, the Borough and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. The Engineer shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance and final payment nor after the date when institution of legal or equitable proceedings regarding the matter in dispute would be barred as a matter of law.
3. Nothing herein shall be construed to prevent the Borough and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.
4. Nothing herein shall be construed to prevent the Borough from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

Company/Applicant:

\_\_\_\_\_

By Authorized Representative:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Date:

\_\_\_\_\_





**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR TRADITIONAL CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8**

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (name of firm) have not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 2, 2024 as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).


**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all Owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
(Affiant)

My Commission expires:

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**BOROUGH OF KEYPORT**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the BOROUGH or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any Committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party Committee" means the State Committee of a political party, as organized pursuant to R.S.19:5-4, any county Committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal Committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate Committee" means a Committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates Committee" means a Committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

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**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

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# Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

## Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purLibraryse/pdf/Librarypter25List.pdf](http://www.state.nj.us/treasury/purLibraryse/pdf/Librarypter25List.pdf).

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

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

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

**CONTRACT AWARDS AND RENEWALS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**



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

**IF UNABLE TO CERTIFY**



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

**Part 2: Additional Information**

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

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

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

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any Changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.*

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

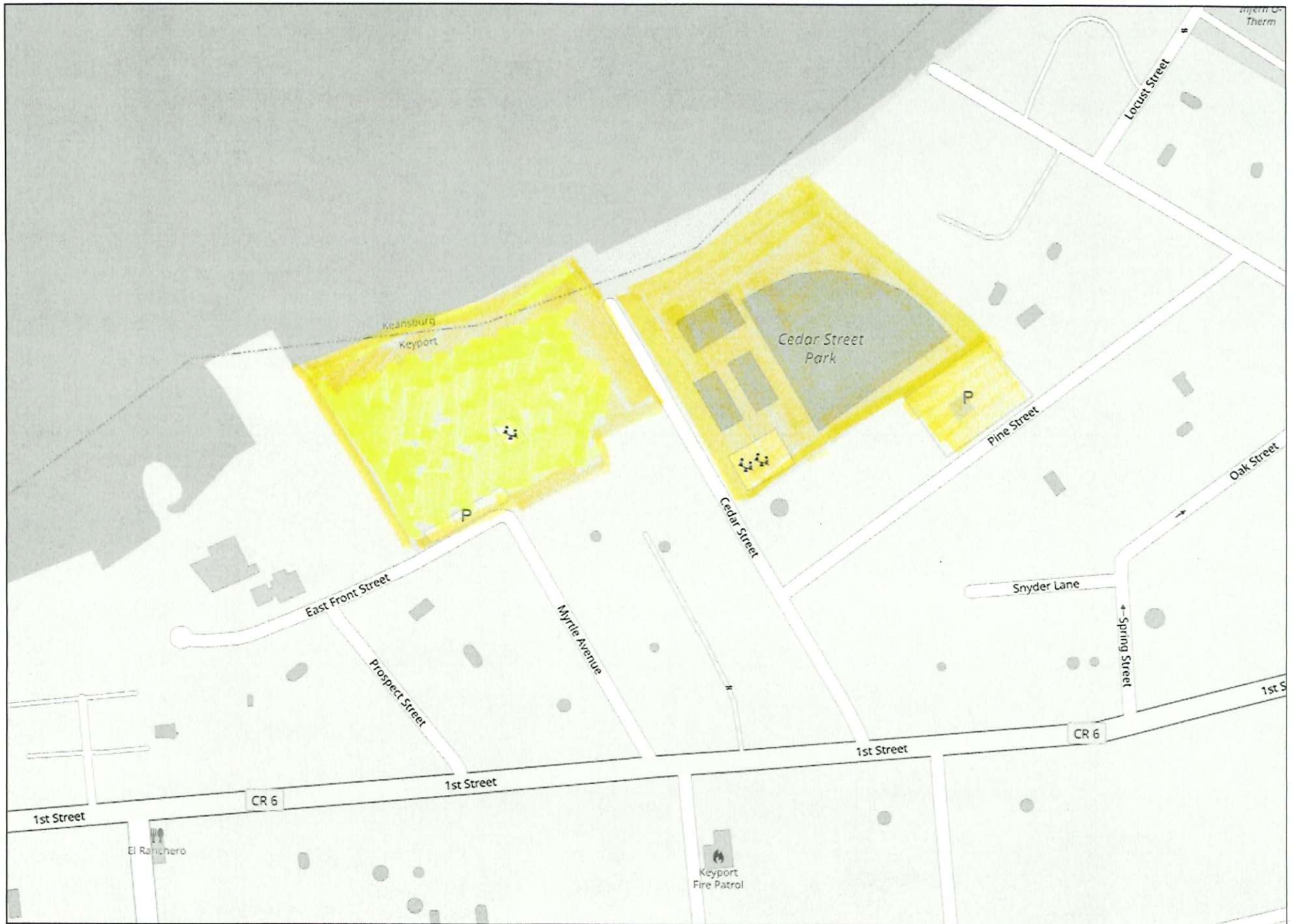
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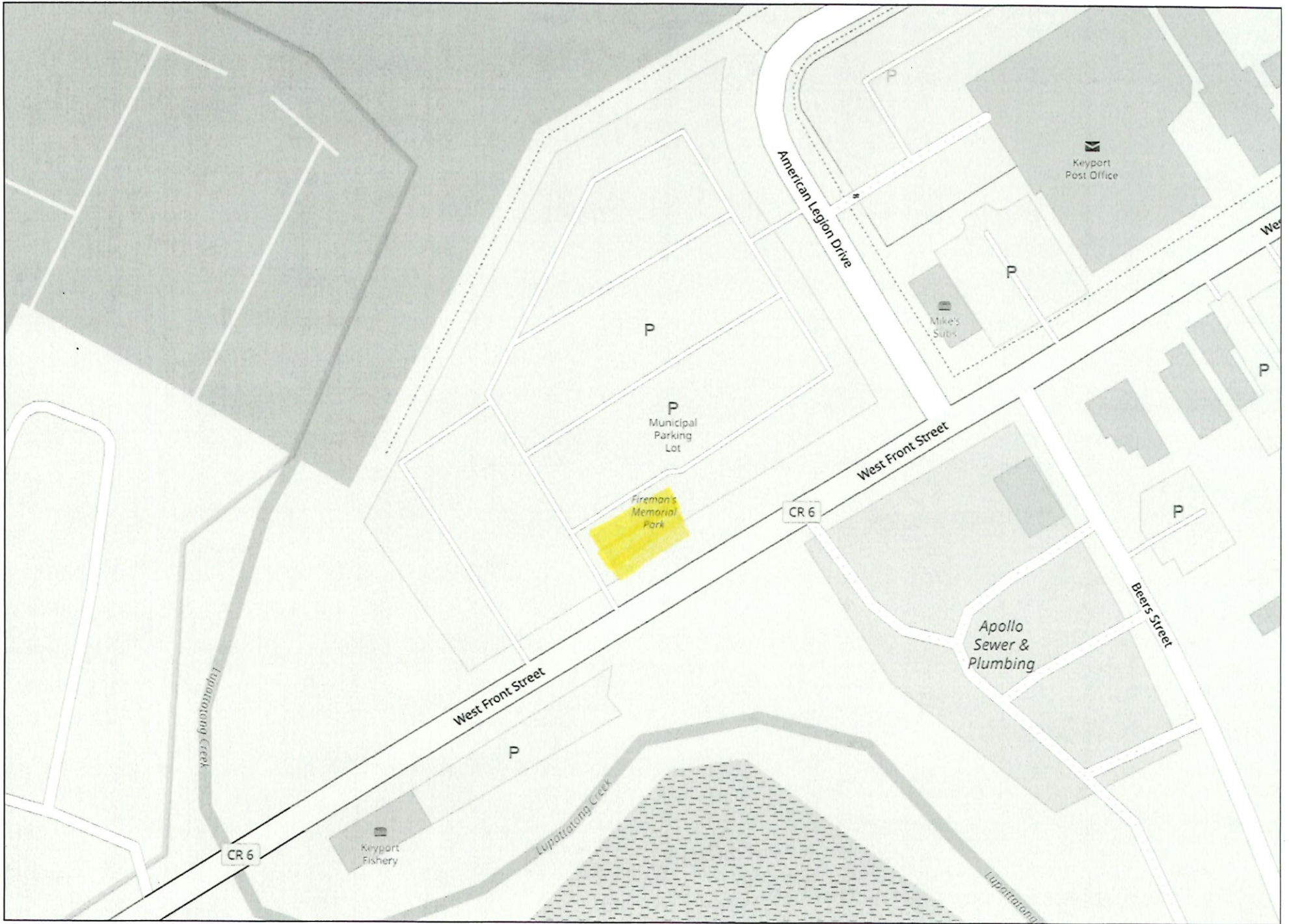
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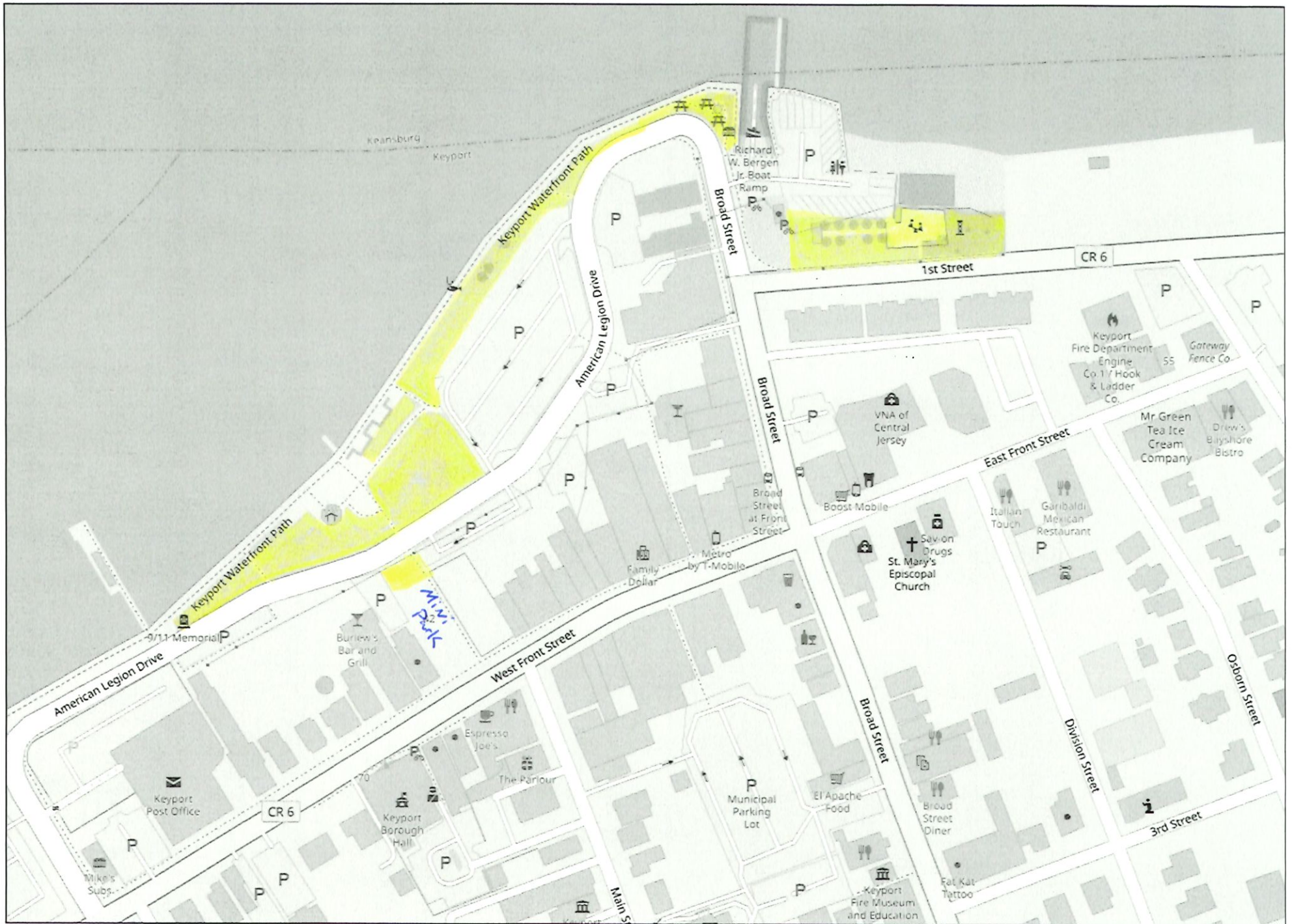
*Item 1*











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<https://openstreetmap.org>

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*Item 2*







