

City of Salem  
Legal Notice to Bidders

The City of Salem is requesting bid proposals for Consulting Services for Market Analysis for Site Location on 25 Market Street, Salem, NJ for a Supermarket, Grocery Store or Farmers Market Under the Food Security Grant. Notice is hereby given that sealed proposals responsive shall be received no later than December 28, 2023 at 11:30 AM (prevailing time) at the following location:

City of Salem  
Attn: Kenia Nunez-Acuna, QPA  
17 New Market  
Salem, New Jersey 08079

The Proposals, plans, and specifications (“Bid Documents”) may only be obtained from the City of Salem website ([www.cityofsalemnj.gov](http://www.cityofsalemnj.gov)). If you experience difficulty downloading a bid, please email [knunez@cityofsalemnj.gov](mailto:knunez@cityofsalemnj.gov) provide your full contact information, including US mail address and fax number. Please note that although Bid Documents can be emailed and/or faxed when the documents cannot be downloaded from the City’s website, Bid Documents will not be mailed. However, if exigent circumstances exist, accommodations can be made by providing a copy of the Bid Documents via overnight delivery at the bidder’s expense.

Bid proposals must be submitted SEALED. Bidders must submit a total of four (4) bid proposals, as follows: one (1) original; two (3) copies; submitted in three (3) ways: (1) via hand-delivery during regular business hours from 8:30 AM to 4:30 PM but no later than the due date and time; (2) via certified mail; or (3) overnight delivery. All bid proposals must be submitted at the address listed above. Bids cannot be emailed or faxed.

Respondents must submit bid proposals by no later than December 28, 2023 at 11:30 AM. Late proposals or bids will not be accepted. The City is not responsible for undelivered bid proposals or bid proposals otherwise not arriving on time. Pursuant to N.J.S.A. 40A:11-13.2, the County reserves the right to reject bid proposals for the reasons stated therein.

The City of Salem seek to implement a market analysis for a supermarket, grocery store or farmers market in response to the Food Security Planning Grant awarded by the NJ Economic Development Authority.

Respondents are required to comply with the New Jersey Law Against Discrimination, (N.J.S.A. 10:5-31, et seq.), the Equal Employment Opportunity and Affirmative Action Rules (N.J.A.C. 17:27-1.1, et seq.), and all other applicable laws, regulations, or ordinances concerning affirmative action goals and equal employment opportunity.

Pursuant to N.J.S.A. 40A:11-24, the Common Council of Salem City reserves the right to consider bid proposals for sixty (60) days after receipt. The Common Council further reserves the right to reject any and all proposals in accordance with N.J.S.A. 40A:11-13.2 and to waive minor informalities when authorized to do so under the law.

Kenia Nunez-Acuna, QPA  
Phone: 856-935-0372 x206  
Email: [knunez@cityofsalemnj.gov](mailto:knunez@cityofsalemnj.gov)

## **INTRODUCTION**

The City of Salem, along with its planning partners seek to implement a market analysis for a supermarket, grocery store or farmers market in response to the Food Security Planning Grant awarded by the NJ Economic Development Authority.

The grant activities will focus on the creation of a market analysis and proposed development plan for several parking lots on 25 New Market Street, Salem, NJ 08079 designated Food Desert Community (FDC).

A consulting company will be selected through a formal request for proposal process by the City of Salem to create the market analysis/development plan to enable the City to attract a supermarket, grocery store or a farmer's market on the site. The new supermarket, grocery store or farmers market must be able to provide a general line of food such as fresh fruits and vegetables, and fresh and prepared meats, fish and poultry along with canned and frozen foods.

### **Length of Redevelopment Planning Study**

The following scope of work will be completed within a 3-month period with an additional extension of three (3) months.

The City of Salem assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If submittals are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.

Starting in January 2007, all 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](http://www.elec.state.nj.us).

**Bid Document Checklist**

The following documents must be included with the Respondent's Bid:

<b>Document Description</b>	<b>Authority</b>
Acknowledgment of Receipt of Addenda	N.J.S.A. 40A:11-23.2 (e)
Statement of Corporate Ownership	N.J.S.A. 52:25-24.2
Bid Proposal	N.J.S.A. 40A: 11-4
Standard Questionnaire	N.J.S.A. 40A:11-26

The following documents must be submitted to the County prior to the contract being executed:

<b>Document Description</b>	<b>Authority</b>
Disclosure of Investment Activities in Iran	N.J.S.A. 52:32-57 (P.L. 2012, c. 25)
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3)
Non-Collusion Affidavit	N.J.S.A 52:34-15
MBE/WBE Program Certification Form <b>NOT REQUIRED</b>	Resolution No. R20210933
Form W-9, Department of the Treasurer Internal Revenue Service	Internal
Business Registration Certificate	N.J.S.A. 52:32-44

**Name of Bidder** (Please Print): \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Name** (Please Print): \_\_\_\_\_

**Title** (Please Print): \_\_\_\_\_ **Date:** \_\_\_\_\_

*\*All documents required for the bid submission and prior to the execution of Agreement to the winning bidder are appended hereto and labeled accordingly. If any of the documents stated herein are missing, please contact the Salem City Purchasing Agent immediately via email [knunez@cityofsalemnj.gov](mailto:knunez@cityofsalemnj.gov)*

All items requested must be submitted, please follow instructions

**NOTE: BID DOCUMENT ENVELOPES MUST CLEARLY IDENTIFY THE BID NAME: FOOD SECURITY PLANNING, AND BID OPENING DATE OF DECEMBER 28, 2023 11:30am**

## I. Scope of Work

The objective of the market analysis/development plan is to improve food access and food security in the First Ward Food Desert Community (FDC) and to develop the property located on 25 New Market Street into a supermarket, grocery store or farmers market.

The market analysis/development plan will evaluate and analyze the highest and best uses of the vacant property owned by City of Salem that will generate uses that improve food access and food security. The engaged consultant will perform the following activities:

1. Evaluate the property for strengths and weaknesses of size; layout; amenities; and ability to be repositioned for viable uses that will reduce food insecurity, i.e., supermarket; grocery store or farmers market.
2. Perform a market analysis to identify the trade area and potential customers of a supermarket; grocery store or farmers market, utilizing customer surveys; customer interviews; and focus groups, etc. In addition, provide an analysis of local demographics in the trade area such as income and spending statistics to understand spending patterns and demand for the supermarket, grocery store or farmers market.
3. As part of the market analysis, identify competition located within the trade area.
4. Perform a general physical evaluation of the site including, but not limited to, environmental and flooding issues; structural attributes; etc.
5. Identify permitting and approval requirements for development, i.e., federal, state, county and municipal permitting, rights-of-way, application timelines and fees, etc.
6. Evaluate transportation options to the site and make specific recommendations for improvements, as necessary.
7. Identify specific supermarket; grocery store and farmers market operators – both private and non-profit that would be appropriate for the site, i.e., local supermarket owners; supermarket chains; farmers markets, etc.
8. Identify potential sources of funding; tax incentives; NJEDA incentive programs; Urban Enterprise Zone; SNAP, WIC, etc. and community partnerships that will ensure the development of a supermarket, grocery store or farmers market, etc.

**Public Outreach:** Assist the Planning Partners in hosting no less than two virtual or in-person community engagement events for the residents of Salem City and other interested parties.

1. Month 2 virtual or in-person presentation must include but is not limited to: initial presentation on the goals and objectives of the market analysis and request suggestions and recommendations from the public to encourage development on the site that will enhance food security.
2. Month 8 virtual or in-person meeting with a final presentation of recommendations and implementation strategy to the public prior to finalization of the report.
3. Place the final study report on public display on the City of Salem and on the County of Salem websites and website of the NJEDA.

### **Schedule of Work Product Completion**

1. Selected consultant will provide a detailed milestone chart indicating the timing of the completion of all work products.
2. Monthly virtual meetings with Planning Partners
3. Mid-point written report, the Preliminary Report, must be provided at the end of the 3<sup>th</sup> month of the contract
4. Final report at the completion of the project

### **Reporting**

1. Monthly virtual meetings with Planning Partners
2. Mid-point written report, the Preliminary Report, must be provided at the end of the 3<sup>th</sup> month of the contract
3. Final report at completion of project in electronic and paper formats
4. Conference call/virtual meetings as needed

### **II. Deliverables and Requirements for Consulting Services for Market Analysis for Site Location on 25 New Market, NJ for a Supermarket, Grocery Store or Farmers Market Under the Food Security Grant**

1. Licensed planner; or economist with knowledge of business development; or licensed real estate company specializing in real estate development. Consortiums of different specialties/fields of knowledge are welcome.
2. Description of staff expertise and company flow chart.
3. Consultant will list the staff who will be working on the study and each milestone; the number of hours devoted to the milestone and their rate of compensation.
4. The Consultant will list the name and principal of any study partners and which part of the market analysis they will be implementing; staff devoted to the project and rate of compensation.

### **Budget/Schedule of Compensation**

1. This project is funded through a grant from the NJ Economic Development Authority, Food Security Planning Grant program. The budget for the selected consultant will not exceed \$125,000.
2. Consultant will provide a detailed budget by milestones of accomplishment
3. Consultant will list the staff who will be working on each milestone; the number of hours devoted to the milestone and their rate of compensation
4. Compensation will be tied to milestone accomplishments and will not exceed 50% at the midpoint of the contract

### **III. Award of Contract via Competitive Contracting**

The successful Respondent will be awarded using the competitive contracting process as set forth in N.J.S.A. 40A:11-4.1, *et seq.* Pursuant to N.J.S.A. 40A:11-4.4(b), the methodology for the awarding of a competitive contracts will be based upon the evaluation and ranking under the following categories: (1) technical; (2) management; and (3) cost. The proposals will be evaluated pursuant to N.J.S.A. 40A:11-4.5(d) by the Purchasing Agent, City Counsel, or Director of Commerce, and shall prepare a report evaluating and recommending the award of contract to a Respondent.

Pursuant to N.J.S.A. 40A:11-4.5(e), the Salem City Council shall award the contract or reject all bids no more than sixty (60) days after the receipt of bids, except that the bids of any bidders who consent thereto may, at the request of the City, be held for consideration for such longer period as may be agreed.

### **IV. Subcontracting**

Under no circumstances shall a Respondent sub-contract any part of the contract with the City of Salem without prior written permission.

Respondent shall submit a bid for the Project either in person prior to the hour designated herein via regular mail, overnight delivery, or hand delivery to the following address:

**City of Salem – Division of Purchasing**  
Attn: Kenia Nunez-Acuna, QPA  
17 New market Street, New Jersey  
08079

Bids delivered by regular mail, overnight delivery, or hand delivered prior to the date and time as set forth herein shall be inserted in a sealed envelope. The name and address of the bidder is to be written on the outside of the envelope. The City of Salem is not responsible lost, undelivered proposals.

**Bidders must submit all required documentation as stated herein, including all of the items listed on the Bid Document Checklist. Please take note of the following:**

1. A respondent's bid proposal shall not be considered responsive if submitted with any qualifying conditions or provisions.
2. The Statement of Corporate Ownership enclosed hereto and required under N.J.S.A. 52:25-24.2 must set forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class, or any individual partners in a partnership who own a ten percent (10%) or greater interest therein.
3. The Non-Collusion Affidavit required under N.J.S.A. 52:34-15 must be signed and notarized.
4. If any discrepancies or omissions appear in the Bid Documents, the bidder shall notify the Purchasing Agent in writing of any such discrepancy or omission.

**V. New Jersey Business Registration Certificate**

Prior to the award of contract to the lowest responsible bidder, the Contractor shall provide a Business Registration Certificate (hereafter "BRC") pursuant to N.J.S.A. 52:32-44. A Business Registration Certificate is required for all contractors and any subcontractors performing work on the Project. Under N.J.S.A. 52:32-44, the following requirements are imposed on contractors or subcontractors that knowingly provide goods or perform services for a contractor fulfilling the services required herein:

1. The contractor shall obtain and provide the owner the BRC of subcontractors knowingly used on this Project.
2. The contractor shall maintain and submit to the City a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods and services rendered under the contract.
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the N.J.S.A. 54:32B-1 et seq. on all taxable sales of tangible personal property delivered into the State.

Failure to submit the BRC with the bid is not a cause for rejection. However, the City prefers the BRC be submitted with the bid response. If it is not provided prior to execution of a contract the bidder's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible bidder.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of twenty-five dollars (\$25.00) for each day of violation, not to exceed fifty thousand dollars (\$50,000), for each BRC not properly provided or maintained under a contract with the City.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services.

Information on obtaining a BRC is available by visiting [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml) or by phone at (609) 292-2929.

## **VI. Prompt Payment.**

All payments for work performed will be made by the City in compliance with N.J.S.A. 2A:30-1, *et seq.*

## **VII. Discrimination in Employment**

The terms and conditions as set forth in the New Jersey Civil Rights Act, N.J.S.A. 10:1, *et seq.* are hereby made part of every contract entered into by the City of Salem. Pursuant to N.J.S.A. 10:1, *et seq.*, the bidder agrees to the following conditions:

1. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
2. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
3. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
4. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Pursuant to N.J.S.A. 10:5-32, no contract be awarded by the City, nor shall any moneys be paid thereunder to any contractor, subcontractor or business firm which has not agreed and guaranteed to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression, in accordance with an affirmative action program approved by the New Jersey State Treasurer.

Bidders are required to comply with the requirements of P.L.1975, c.127. The terms and conditions as set forth in N.J.S.A. 10:5-33 are hereby made a part of every contract entered into by the City of Salem, specifically, that, during the performance of the contract, the contractor agrees as follows:



1. 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 contracting officer setting forth the provisions of this nondiscrimination clause;
2. 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; and
3. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he 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.

Pursuant to N.J.S.A. 10:5-34, each prospective bidder is required to submit an Affirmative Action Plan to the New Jersey State Treasurer, as set forth in the law:

*Each prospective bidder on a public works contract or contracts and each subcontract bidder to a prime contract bidder shall formulate and submit to the State Treasurer his or its affirmative action program of equal opportunity whereby he or it guarantees minorities employment in all employment categories; the submission shall be accompanied by a fee in an amount to be fixed by the State Treasurer. For the purposes of this section, equal employment opportunity but not affirmative action is required with respect to persons identified solely by their affectional or sexual orientation and gender identity or expression. The State Treasurer shall notify the bidder of approval or disapproval of his or its program within 60 days of its submission; failure of the State Treasurer to so act within 60 days shall constitute approval of the program. Any existing federally approved or sanctioned affirmative action program shall be approved by the State Treasurer.*

*No subcontract bidder who has less than five employees need comply with the provisions of this section.*

### **VIII. Equal Opportunity for Individuals with Disabilities**

All bidders expressly agree to comply with the provisions of the American with Disabilities Act of 1990, 1990 Enacted S. 933, 101 Enacted S. 933, 104 Stat. 327, 101 P.L. 336, 1990 Enacted S. 933, 101

Enacted S. 933, and any amendments thereto, that established a clear and comprehensive prohibition of discrimination on the basis of disability. The rules and regulations promulgated under the American with Disabilities Act of 1990, and any amendments thereto, are hereby made a part of every contract entered into by the County of Passaic with the lowest responsible bidder.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Americans with Disabilities Act of 1990, and any amendments thereto, during the performance of the contract, the contractor shall indemnify, protect, and save the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, or whatever kind of nature arising out of claimed to arise out of an alleged violation.

**IX. Insurance Requirements of the Respondent**

The Respondent shall submit and maintain insurance as set forth herein for the duration of the Project, including, but not limited to the following:

New Jersey Workers' Compensation pursuant to N.J.S.A. 34:15-1, *et seq.*;  
General Liability Insurance;  
Property Damage Liability Insurance; and  
Business Automobile Liability Insurance

The Respondent shall maintain a guarantee of such insurance in the following amounts:

Workers' Compensation	\$100,000 to \$300,000
General Liability Insurance	\$1,000,000
Property Damage Liability Insurance	\$500,000
Business Automobile Liability Insurance	\$250,000

The contractor is given the option to obtain a combined single limit insurance policy in the amount of one million dollars (\$1,000,000.00).

The City of Salem shall be named as an additional insured on the insurance policies required herein. The contractor shall require a certificate of insurance upon execution of the contract. The certificates of insurance shall expressly state that the insurers will notify the City of termination of coverage no less than thirty (30) days prior to termination. In the event that any of the insurance policies herein lapse, the contractor shall notify the City of a lapse in coverage immediately.

In the event the contractor shall cause his insurance coverage to lapse, the contractor shall immediately notify the City of same. In addition, the insurance policy additional named insured provision naming the City as an additional insured on same shall contain language regarding the insurer to provide timely notification to the City about lapse in coverage.

The contractor shall also agree to indemnify and hold harmless the City for all claims, cost and judgments arising out of the allegations of negligence, errors, omissions, or allegations otherwise sounding in tort while performing within the scope of this agreement, to include but not limited to the actions of any subcontractors or suppliers.

The insurance requirements set forth herein may be supplanted and increased by the City pursuant to values as set forth in the supplementary specifications for the Project.

## **X. State and Federal Taxes**

Pursuant to N.J.S.A. 54:32B-9 and applicable federal law, the City of Salem are exempt from sales and use tax and the federal excise tax for the purchase of fuel.

## **XI. Anti-Kickback Act**

The bidder must comply with 18 U.S.C. 874, the Anti-Kickback Act, and any other applicable regulations promulgated by the United States Department of Labor applicable to public works projects in the United States. The contractor shall include applicable provisions in any agreements with subcontractors retained for the Project to ensure compliance.

## **XII. Document Retention**

Pursuant to N.J.A.C. 17:44-2.2, the successful bidder shall maintain all documentation related to products, transactions, or other services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **XIII. Award and Execution of Contract**

Pursuant to N.J.S.A. 40A:11-24(b), the contract awarded to the selected Respondent shall be signed by all parties no later than twenty-one (21) days after the award of the contract, Sundays and holidays excepted, after the making of an award. The contractor, upon written request to the City, is entitled to receive, within seven (7) days of the request, an authorization to proceed pursuant to the terms of the contract on the date set forth in the contract for work to commence, or, if no date is set forth in the contract, upon receipt of authorization.

## **XIV. Dispute Resolution**

Prior to submitting a cause of action to a court for relief, by submitting a proposal bidders are expressly agreeing to first submit to non-binding arbitration for resolve disputes that arise, as governed by N.J.S.A. 40A:11-50 and N.J.S.A. 2A:6-23B, *et seq.* The costs of arbitration shall be fully borne by the Respondent. The process as set forth in N.J.S.A. 2A:6-23A-1, *et seq.* are hereby made a part of every contract entered into by the City of Salem.

## **XV. Liquidated Damages**

In accordance with N.J.S.A. 40A:11-19, liquidated damages are hereby made a part of every contract entered into by the City of Salem and the winning bidder. If the winning bidder fails to deliver any of the services as outlined herein, the County is entitled to one hundred and fifty dollars (\$150.00) per day as liquidated damages, and not as a penalty.

## **XVI. Termination for Cause**

In the event that the contractor shall fail to comply with any of the conditions herein provided and as covered by the contract, the Purchasing Agent shall notify the contractor of such failure or default and demand that the same be remedied within five (5) days. In the event of the failure of the contractor to remedy the same within said period, the Purchasing Agent shall take steps to terminate the contract, and the performance bond shall be forfeited.

## **XVII. Requests for Information**

All requests for information made by a bidder prior to the designated bid opening shall be made in writing to the following designated official:

**KeniaNunezAcuna**  
Purchasing Agent  
Phone: (856) 835-  
0372 x206  
Email: [knunez@cityofsalemnj.gov](mailto:knunez@cityofsalemnj.gov)

Requests for information by a bidder shall be shared with every contractor who has picked up the Bid Documents with corresponding answers.

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following addenda. If no addenda were issued, check the "No addenda were received" box.

Addenda Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**No addenda were received**

**Name of Bidder** *(Please Print)*: \_\_\_\_\_

**Signature of Authorized Representative**: \_\_\_\_\_

**Name** *(Please Print)*: \_\_\_\_\_

**Title** *(Please Print)*: \_\_\_\_\_ **Date**: \_\_\_\_\_

\*Signature is required only if an addendum was issued.

**STATEMENT OF CORPORATE OWNERSHIP**  
**SIGNATURE REQUIRED ON PAGE 2**

*Check the applicable statement:*

I certify that the list below contains the names and addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

I certify that no one (1) stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned.

**Legal Name of Bidder:** \_\_\_\_\_

*Check the applicable business entity in the space provided below:*

<b>Business Entity</b>	<b>Check the applicable business entity</b>
Partnership	
Corporation	
Sole Proprietorship	
Limited Partnership	
Limited Liability Partnership	
S Subchapter	
S Corporation	
Limited Liability Company	
Other:	

If the Bidder is either a Corporation, S Corporation, or Limited Liability Company, provide the date incorporated and the place of incorporation, if not, skip to next item:

**Dated Incorporated:** \_\_\_\_\_ **Place of Incorporation:** \_\_\_\_\_

**Business Address** (Please Print): \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

In accordance with N.J.S.A. 52:25-24.2, list below the names and addresses of all stockholders, partners, or individuals who own ten percent (10%) or more of stock of any class, or who own ten percent (10%) or greater interest therein. The disclosure shall be continued until the names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the ten percent (10%) ownerships criteria has been listed.

**Name** (Please Print): \_\_\_\_\_

**Address** (Please Print): \_\_\_\_\_

**Name** (Please Print): \_\_\_\_\_

**Address** (Please Print): \_\_\_\_\_

**STATEMENT OF CORPORATE OWNERSHIP** (continued)

**Name** (Please Print): \_\_\_\_\_

**Address** (Please Print): \_\_\_\_\_

*\*Continue on additional sheet if necessary*

**Publicly traded parent company disclosure.** Submit the URL providing the last annual Security and Exchange Commission, or foreign equivalent filing:

\_\_\_\_\_

**Name of Bidder** (Please Print): \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Name** (Please Print): \_\_\_\_\_

**Title** (Please Print): \_\_\_\_\_ **Date:** \_\_\_\_\_

**BID PROPOSAL**

**Proposals showing any erasure alteration must be initialed by bidder in ink. Altered items not initialed will not be considered for award.**

**Name of Bidder** (Please Print): \_\_\_\_\_

*submits the following proposal for the*

**Consulting Services for Market Analysis for Site Location on 25 New Market Street, Salem, NJ 08079 for a Supermarket, Grocery Store or Farmers Market Under the Food Security**

**Contract Period: Contract Period: December 15, 2023 through February**

**28, 2024 with a 90 day extension subject to approval**

**DELIVERY:**

No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience.

Merchants who substitute commodities or deliver commodities not according to specifications, or who do not deliver at time specified in the proposal will be classified, as undesirable and their proposals will be refused in future bidding.

The undersigned hereby declares that he/she has carefully examined the Bid Documents and that he will contract to carry out and complete said Project at the following prices:

a. **Base Agreement.**

<b>CONTRACT YEAR</b>	<b>START DATE</b>	<b>END DATE</b>	<b>COST</b>
Year One	<b>December 16, 2023</b>	<b>February 28, 2024</b>	\$
<b>TOTAL</b>	<b>December 16, 2023</b>	<b>February 28, 2024</b>	\$

**Name of Bidder** (Please Print): \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Name** (Please Print): \_\_\_\_\_

**Title** (Please Print): \_\_\_\_\_ **Date:** \_\_\_\_\_



**STANDARD QUESTIONNAIRE**

**Name of Bidder:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

1. How many years have you been in business as a contractor as your present business name given above?

\_\_\_\_\_ Year(s)

2. How many years have you been the Principal Officer of a general contracting firm under a different name?

\_\_\_\_\_ Year(s)

3. List three (3) projects similar in nature previously completed by your organization:

<b>Name of Owner</b>	
<b>Project Manager</b>	
<b>Project Manager Phone #</b>	
<b>Project Type</b>	
<b>Project Location</b>	
<b>Amount of Contract</b>	\$
<b>Date of Completion</b>	

<b>Name of Owner</b>	
<b>Project Manager</b>	
<b>Project Manager Phone #</b>	
<b>Project Type</b>	
<b>Project Location</b>	
<b>Amount of Contract</b>	\$
<b>Date of Completion</b>	

<b>Name of Owner</b>	
<b>Project Manager</b>	
<b>Project Manager Phone #</b>	
<b>Project Type</b>	
<b>Project Location</b>	
<b>Amount of Contract</b>	\$
<b>Date of Completion</b>	

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Part 1: Certification**

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the State of New Jersey Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review the list prior to completing the certification below. Failure to complete the certification will render a bidder's proposal non-responsive.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed herein nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25. 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 of more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

**Part 2: Please provide further information related to investment activities in Iran.**

Name \_\_\_\_\_ **Relationship to Bidder/Officer** \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Officer Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that Salem City 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 City to notify the City 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 Salem City, New Jersey and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

**Name of Bidder** (Please Print): \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Name** (Please Print): \_\_\_\_\_

**Title** (Please Print): \_\_\_\_\_ **Date:** \_\_\_\_\_

# CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

CONTRACT / BID SOLICITATION TITLE \_\_\_\_\_

CONTRACT / BID SOLICITATION No. \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus<sup>ii</sup>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

### CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus **and** is not engaged in prohibited activities in Russia or Belarus.

**OR**  
 B. That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.

**OR**  
 C. That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.  
**Description of Prohibited Activity** *(Attach Additional Sheets If Necessary.)*

### Additional Certification of Federal Exemption and/or License

*(Complete only if appropriate)*

D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor's activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license is set forth below. *(Attach Additional Sheets If Necessary.)*

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Vendor's Authorized Representative

\_\_\_\_\_  
Vendor's FEIN

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Vendor's Phone Number

\_\_\_\_\_  
Vendor's Address (Street Address)

\_\_\_\_\_  
Vendor's Fax Number

\_\_\_\_\_  
Vendor's Address (City/State/Zip Code)

\_\_\_\_\_  
Vendor's Email Address

**Definitions**

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

ii Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of Passaic

ss:

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder making this proposal for the bid entitled **Consulting Services for Market Analysis for Site Location on 25 New Market Street, Salem City, New Jersey 08079 for a Supermarket, Grocery Store or Farmers Market Under the Food Security Grant**, and that I executed the said proposal with full authority to do so, that said bidder has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named contract, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the City of Salem relied upon the truth of the statements contained in said bid proposal and in this affidavit in awarding the Contract for the said bid proposal.

**Name of Bidder** *(Please Print)*: \_\_\_\_\_

**Signature of Authorized Representative**: \_\_\_\_\_

**Name** *(Please Print)*: \_\_\_\_\_

**Title** *(Please Print)*: \_\_\_\_\_ **Date**: \_\_\_\_\_

**Subscribed and sworn to before me on this**  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Signature of Notary Public**

**FORM W-9, DEPARTMENT OF THE TREASURER INTERNAL REVENUE SERVICE**

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
					-				
<b>OR</b>									
<b>Employer identification number</b>									

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**SAMPLE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	<small>Acting Director</small>	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

**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