



CITY OF PERTH AMBOY

REQUEST FOR BID SPECIFICATIONS

FOR

THE PURCHASE AND SALE OF BLOCK 349, LOT 3, PERTH AMBOY, NEW JERSEY OWNED BY THE CITY OF PERTH AMBOY

BID OPENING: WEDNESDAY, SEPTEMBER 16, 2026

BID CLOSING TIME: 2:00 p.m.

QUESTIONS CLOSE: WEDNESDAY, SEPTEMBER 2, 2026 AT 10:00 AM

LOCATION:

**CITY HALL COUNCIL CHAMBERS
260 HIGH STREET, PERTH AMBOY, NJ 08861**

**CITY OF PERTH AMBOY
MIDDLESEX COUNTY**

NOTICE TO BIDDERS

This Invitation for Bids (“**IFB**”) seeks bids from qualified bidders for the purchase and sale of real property located at Block 349, Lot 3 (for ease of reference, the “**Property**”) from the City of Perth Amboy, upon the terms and conditions herein set forth.

The successful bidder (the “**Purchaser**”) will be required to perform the contract of purchase and sale, according to the following standards and specifications provided below:

**THE PURCHASE AND SALE OF BLOCK 349, LOT 3, PERTH AMBOY, NEW
JERSEY OWNED BY THE CITY OF PERTH AMBOY**

Bids will be received, opened and read in public by the Purchasing Agent at **260 High Street, Perth Amboy, New Jersey 08861**.

Prospective vendors must download Bid specifications and all addenda forms under Public Notices at www.perthamboynj.org. Failure to download Bid specifications and acknowledge receipt of addenda shall result in Bid rejection.

Interested respondents **MUST submit one (1) original and one (1) digital version (USB) of your proposal** and must be submitted to the City in a sealed envelope, clearly marked on the outside with the word “**Confidential,**” **and indicate the service(s) for which the IFB “THE PURCHASE AND SALE OF BLOCK 349, LOT 3, PERTH AMBOY, NEW JERSEY OWNED BY THE CITY OF PERTH AMBOY”** Proposal must be addressed to: Division of Purchasing, City of Perth Amboy, 260 High Street, Perth Amboy, New Jersey 08861, to be received no later than **2:00 p.m. prevailing time on Wednesday, September 16, 2026**.

Respondents with questions or requiring clarification or interpretation of any section within this IFB must address these questions in writing via email to ProcurementQPA@perthamboynj.org. **The deadline for posting questions and requests about IFB is Wednesday, September 2, 2026, at 10:00 a.m. (prevailing time).**

Any Bid Addenda will be issued via our website under Public Notices, and processed in accordance with applicable law. All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents are required to comply with N.J.S.A. 10:5-31, et seq., P.L. 1975, c. 127, N.J.A.C. 17:27-1 et seq., and all other applicable laws, regulations, or ordinances concerning affirmative action goals and equal employment opportunity.

The City has the right to reject any and all bids is reserved in accordance applicable law.

Alma Benavides-Perez, QPA

Purchasing Agent

Email: ProcurementQPA@perthamboynj.org

Phone: [732-826—0290](tel:732-826-0290) ext. 4011

INSTRUCTIONS TO BIDDERS

Summary

The City of Perth Amboy, NJ will receive bids in reference to “**THE PURCHASE AND SALE OF BLOCK 349, LOT 3, PERTH AMBOY, NEW JERSEY OWNED BY THE CITY OF PERTH AMBOY.**” **Bids will be received until 2:00 p.m. on Wednesday, September 16, 2026,** and then publicly opened and read aloud. Any bid received after 10:00 am shall not be accepted.

The specifications herein set forth the minimum requirements of the City for the purchase and sale of the Property. The minimum acceptable bid is \$100,000.00. All bids must meet the requirements in every respect. The successful bidder will be required to perform the contract of purchase and sale. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City may consider as “irregular” or “non-responsive,” and reject, any bid document and specification, any bid lacking sufficient technical literature or explanation, to enable the City to make a reasonable determination of compliance to the specifications. It shall be the bidder’s responsibility to carefully examine each item of the specifications. Failure to offer a complete bid, or submission of a bid with exceptions or conditions will cause the proposal to be rejected without further review as “non-responsive.”

Bid Opening

All bids will be opened publicly in the Council Chambers commencing at 2:00 pm, prevailing time on Wednesday, September 16, 2026.

Deadline Instructions

The City will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders. **Bids submitted via email or facsimile will not be accepted.**

Intent

It is the intent of these specifications to set forth the terms and conditions for the purchase and sale of the Property, all in accordance with the Specifications for the Purchase and Sale, as set forth in **Schedule A** appended hereto. Same is incorporated herein by reference as if set forth at length herein.

The City has approved the Specifications for Purchase and Sale as set forth in **Schedule A** and has determined that the specifications are best suited to meet the City’s needs to sell the Property upon the terms and conditions herein set forth.

The City reserves the right to reject any and all bids, or any part(s) thereof, and to waive any minor technicalities. A contract for purchase and sale of the Property will be awarded to the bidder submitting the highest responsible bid therefor, meeting the requirements of these specifications.

Right to Reject

The City reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

Bid Withdrawal

Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

Indemnity

The bidder, if awarded the contract, agrees to protect, defend and save harmless the City against any damage for payment and the further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents. As a material term of this solicitation and any Contract awarded, the Purchaser shall be required to assume all risk of, and responsibility for, and agree to indemnify, defend and save harmless the City of Perth Amboy and its employees, from and against any and all claims, demands, legal or administrative proceedings, suits, actions, recoveries, judgments, losses, damages, fines, penalties, liens, judgments, and costs and expenses (including reasonable attorneys' fees, consultants' fees, experts' fees or costs of suit), whether direct or indirect, known or unknown, foreseen or unforeseen, patent or latent, in connection therewith, which may arise on account of, be attributable to, or be connected with either: a) the Purchaser's performance under the Contract; b) the physical or environmental condition of the Property, including, without limitation, all liabilities relating to the release, presence, discharge, discovery or removal of any Regulated Materials that may be located in, at, about or under the Property, including any pre-existing condition of the property, irrespective of the existence of potentially responsible parties, including the City of Perth Amboy; and/or (c) Purchaser's uses and operations on or of the Property. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in the Contract. This indemnification obligation shall survive closing.

Bid Security

NO BID SECURITY

Mandatory Inquiry Requirements

Bidders shall be required to review all conditions of the bid instructions and information. All items on bid submission shall be answered and signed by the bidder on the bid forms attached as part of this RFB. In the event all material provisions on the bid forms are not answered and/or signed by the bidder, the bid may be rejected.

Pricing Proposal

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

Pricing

- A. All prices and amounts must be provided for in the Bid Proposal Form in the City's e-Procurement Portal Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the City in accordance with applicable law.
- B. Each bid proposal form must give the full business address, business phone, fax, e-mail (if available), the contact person of the bidder, and be signed by an authorized representative as follows:
 1. Bids 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.

2. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary, or other person authorized to bind the corporation in the matter.
3. Bids by sole-proprietorship shall be signed by the proprietor.
4. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

Payment

Payments will be made upon submitted by the successful bidders in accordance with the requirements of the City Council and subject to the City Council customary procedures. The City will not pay interest or late fees regardless of language provided.

Discrepancy in Pricing

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing or accepted and shall be non-responsive.

In the event that there is a discrepancy between the unit prices and the totals, the unit prices shall prevail. In the event there is an error of the summation of the totals, the computation by the Division of Central Purchasing of the extended totals shall govern.

Licenses and Permits

The Purchaser shall be required to obtain and maintain in force all required licenses, permits, authorizations, and any approvals required by the Federal government, the State of New Jersey, county, and municipal governments and/or authorities, necessary to perform the Contract or to conduct operations on the Property, including those pertaining to the environmental condition of the Property which may be issued by any governing entity with jurisdiction (such as the New Jersey Department of Environmental Protection or the United States Environmental Protection Agency by way of example and not limit). Upon request from the City of Perth Amboy, the bidder shall supply the City of Perth Amboy with evidence that such licenses, permits, authorizations and approvals have been obtained or are in force. This requirement shall remain in effect during the term of the Contract.

In the event that any goods or services to be purchased with respect to this bid, require that the bidder possess any licenses, permits, authorizations and approvals issued by the State of New Jersey or any other governmental body, the bidder warrants by the submission of a bid that it possesses all such licenses, permits, authorizations and approvals.

Award Timeframe

Award will be made by City of Perth Amboy City Council within sixty (60) days after receipt of bids.

Equal or Tie Bids

The City of Perth Amboy reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the City to do so, pursuant to N.J.S.A. 40A:11-6.1.

Tax Exempt

The City of Perth Amboy is exempt from any State sales tax or Federal excise tax.

Truth In Contracting

- A. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
1. N.J.S.A. 2C:21-34 governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 2. N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offer benefits to public servants who solicit, accept or agree to accept any benefit, to influence the performance of an official duty or to commit a violation of an official duty.
 3. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 4. Bidder should consult the statutes or legal counsel for further information.

Additional Requirements

- A. The City will award the Contract or Contracts to the lowest responsive and responsible bidder N.J.S.A 40A: 12-1, et seq The City reserves the right to reject bids and to waive informalities in accordance with applicable laws, including but not limited to N.J.S.A. 40A:11-4(b) and (c), N.J.S.A. 40A:11-13.2 and N.J.S.A. 40A: 12-1, et seq,
- B. The City reserves the right to increase or decrease the amount of the contract to cover the actual requirements needed for the contract period.
- C. The vendor shall guarantee all items to be free of defect in material make-up and to be free of flaws. The vendor shall replace any and all items ascertained by the City to be flawed within forty-eight (48) hours after official notification of such, or as otherwise stated herein.
- D. No officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or the profit thereof, to be furnished or performed for the municipality, pursuant to N.J.S.A. 40:69A-163 and R.O. 1996 § 2:4-12.
- E. Bidders shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti- Kickback Act" (40 U.S.C. 276c) and any amendments or modifications thereto.

Interpretation

- A. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing through the Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids.

Addenda

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specifications and bid documents. Any addenda shall be posted on the City's e-Procurement Portal. Addenda

notifications will be emailed to all persons on record as following this ITB. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid as submitted. The City of Newark's interpretations and corrections thereof shall be final.

Notices of revisions or addenda will be in accord with N.J.S.A. 5:34-5.3(e).

The City shall not be responsible to notify prospective bidders who have received bid packages from unauthorized third parties.

New Jersey Business Registration Requirements

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

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

Insofar as applicable, *N.J.S.A. 52:32-44* requires that each bidder submit proof of business registration prior to any contract award. The City of Perth Amboy is requesting that the bidder submit a copy of the bidder's Business Registration Certificate ("**BRC**") with its bid submission. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. *N.J.S.A. 52:33-44* imposes the following requirements on Purchasers and all subcontractors that knowingly provide goods or perform services for a Purchaser fulfilling this contract:

- 1) The Purchaser shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Purchaser;
- 2) Prior to receipt of final payment from a contracting agency, a Purchaser must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of the Contract, the Purchaser 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 *Sales and Use Tax Act*, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

Award of Contract

The City will award a contract or reject the bid(s) at one of its regularly scheduled public meetings. It currently contemplates making such an award at its first regularly scheduled meeting immediately following the bid opening.

Financial Stability

The Offeror confirms that they are financially stable, solvent, and has adequate cash reserves to meet all financial obligations, including any potential costs resulting from an award of the Purchase Contract.

Execution of Contract

By responding to the IFB, the bidder agrees that it will enter into a contract for the purchase and sale of the property with the City, if it is selected as the successful bidder. In addition, the bidder

agrees that, by submitting a bid, the bidder has satisfied itself from its own investigation of the requirements to be met, that it will not make any claim for, or have a right to cancellation or other relief, without penalty, of the contract because of misunderstanding or lack of information. The purchase and sale of the Property is made all as herein set forth, and subject to the terms and conditions hereof.

The City anticipates that a Contract for the purchase and sale of the property identified herein (the “**Contract**”), will be executed within 60 days of award, unless an extension of time is agreed to in writing by the parties. If, prior to execution of the Contract, the Purchaser modifies in any material way the representations made in its Bid Proposal, the City may terminate discussions with that bidder.

Minimum Bid Requirement/Agreement to Contract Terms & Conditions

Bidders submitting a Proposal shall be required to agree and adhere to the terms and conditions set forth in **Schedule A**. In addition, the bidder must submit a proposal amount which is in accordance with the following Minimum Bid Requirement:

- (a) Minimum bid of: \$100,000.00 for the Property; **and**
- (b) Agreement with the terms and conditions respecting the purchase and sale of the Property, as set forth in **Schedule A** hereto, which is incorporated by reference as if set forth at length.

Failure to meet the established Minimum Bid Requirement and agree to the terms and conditions set forth in **Schedule A**, shall result in automatic disqualification of the bidder’s proposal.

The City of Perth Amboy reserves the right to reject any and all such bids if the evidence submitted by or investigation of such bidder fails to satisfy the City of Perth Amboy that such bidder is properly qualified to carry out the obligations of the Contract.

Property Accepted “AS - IS”

As a material term of this solicitation and any Contract the Purchaser shall accept possession of the Property “AS IS, WHERE IS, WITH ALL FAULTS,” including the environmental condition thereof.

Property Information: No Representations

Attached hereto as **Schedule I**, the City of Perth Amboy is providing certain limited information related to the Property.

Neither the City of Perth Amboy or any employee, agent or representative of the City of Perth Amboy, shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Purchaser with respect to the Property. Purchaser has conducted or had the opportunity to conduct any due diligence it has deemed necessary or advisable to conduct relative to the general condition, environmental condition, and/or use of the Property and any other related matter prior to entering into any Contract and, by signing any Contract and taking possession of the Property, is signifying and confirming its satisfaction with the result of any such investigations.

Release

As a material term of this solicitation and any Contract awarded, Purchaser, on behalf of itself and its successors and assigns, shall be required to release the City of Perth Amboy and its employees, agents or representatives from, and waive any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees, consultants' fees, experts' fees and court costs), whether direct or indirect, known or unknown, foreseen or unforeseen, patent or latent, that may arise on account of, be attributable to, or be connected with the Property, whether arising or accruing before execution of the Contract and taking possession of the Property, and whether attributable to events or circumstances which arise or occur before, on or after such date, including, without limitation, the following: (a) any and all statements or opinions heretofore or hereafter made, or information furnished, by the City of Perth Amboy, or any employee, agent or representative of the City of Perth Amboy to Purchaser; and (b) any and all liabilities with respect to the physical or environmental condition of the Property, including, without limitation, all liabilities relating to the release, presence, discharge, discovery or removal of any Regulated Materials (as defined herein) that may be located in, at, about or under the Property; (c) any and all claims or causes of action based upon or arising from Environmental Laws (as defined herein); and (d) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Leased Premises.

For purposes of this IFB, "Environmental Laws" shall mean any applicable federal, State, local, municipal or other statutes, laws, ordinances, rules, regulations or other legally enforceable requirements, whether presently existing or hereinafter enacted, promulgated or otherwise created for the protection of the environment or human health from Regulated Materials, as the same may be amended or supplemented from time to time, including, without limitation, (a) the New Jersey Spill Compensation and Control Act (the "Spill Act"), as amended, N.J.S.A. 58:10-23.11 et seq.; (b) the New Jersey Industrial Site Recovery Act ("ISRA"), as amended, N.J.S.A. 13:1K-6 et seq.; (c) the New Jersey Underground Storage of Hazardous Substances Act, as amended, N.J.S.A. 58:10A-21 et seq.; (d) the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq.; (e) the New Jersey Solid Waste Management Act ("SWMA"), N.J.S.A. 13:1E-1 et seq.; (f) the New Jersey Brownfield and Contaminated Site Remediation Act; N.J.S.A. 58:10B-1 et seq.; (g) the Coastal Area Facility Review Act, N.J.S.A. 13:19-1 et seq.; (h) the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq.; (i) the Solid Waste Utility Control Act, N.J.S.A. 48:13A-1 et seq.; (j) Comprehensive Environmental Response, Compensation & Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq.; (k) the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. § 6901 et seq.; (l) the Hazardous Material Transportation Act, as amended, 49 U.S.C. § 180 et seq.; (m) the Occupational Safety and Health Act, as amended, 29 U.S.C. § 651 et seq.; (n) the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C et seq.; (o) the NJDEP Remediation Standards, N.J.A.C. 7:26D et seq.; or (p) the Technical Requirements for Site Remediation, N.J.A.C. 7:26E et seq.

For purposes of this IFB, "Regulated Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in § 101(14) of CERCLA, or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in RCRA, or regulations promulgated under RCRA; (iii) any substance regulated by ISRA, the Spill Act, the SWMA, or any regulations promulgated thereunder; (iv) any substance regulated by the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; (v) gasoline, diesel fuel, or other petroleum hydrocarbons; (vi) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vii) polychlorinated biphenyls; (viii) radon gas; and (ix) any additional substances or materials which are now or hereafter determined, classified or considered to be hazardous, toxic or subject to regulation and that may need to be specially treated, handled, and/or removed from the Property pursuant to Environmental Laws.

Pay to Play Disclosure

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.

Statement of Ownership

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Certification of Non-Involvement in Prohibited Activities in Iran and Russia Belarus

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

SPECIFICATIONS AND SCOPE OF WORK

SCOPE OF WORK – THE PURCHASE AND SALE OF BLOCK 349, LOT 3, PERTH AMBOY, NEW JERSEY OWNED BY THE CITY OF PERTH AMBOY

SCHEDULE A

INCLUDING TERMS AND CONDITIONS THEREOF

Bidders submitting a Proposal shall be required to agree and adhere to all terms and conditions set forth in Ordinance O.2301-2026 (a certified copy of which is enclosed herewith as Exhibit H, adopted by the Municipal Council on May 13, 2026). Such terms and conditions included, but are not limited to the following:

A. The public sale, if not canceled, shall take place by open public sale to the highest bidder at a date and time set forth in the public notice to be published in accordance with the requirements of N.J.S.A. 40A:12-13(a) and as more particularly described in subsection L., below the minimum acceptable bid for the Property shall be One Hundred Thousand Dollars (\$100,000.00). Any bid submitted for less than this amount will be rejected.

B. The City of Perth Amboy shall have the right to remove the Property from the public sale for any reason whatsoever until the time of the public sale. Notice of such removal will be posted prior to the commencement of the public sale.

C. The Property shall be sold subject to 2026 taxes, pro-rated from the date of sale.

D. The City of Perth Amboy may, at its discretion, reject all bids.

E. Potential Bidders are advised: (1) to conduct all necessary title searches prior to the date of the sale; (2) that the description of the Property is intended as a general guide only and may not be accurate; (3) no representations of any kind are made by the City of Perth Amboy as to the condition of the Property which is being sold in its present condition, "as is"; (4) that the sale is made subject to all applicable laws, statutes, regulations, and ordinances of the United States, State of New Jersey, and The City of Perth Amboy.

F. At the conclusion of the public sale, the successful bidder shall, within three (3) business days, provide a deposit of 10% of the bid by certified check or money order and shall execute an Agreement of Sale. Said Agreement of Sale shall be binding upon the high bidder until such time that the Municipal Council either: (1) does not accept the bid in which case bidders deposit will be returned; or (2) accepts the bid whereupon the City of Perth Amboy shall execute the Agreement of Sale and both parties shall be held bound by the terms and conditions contained therein. The balance of the purchase price shall be paid at closing which shall occur not later than sixty (60) days following the acceptance of the bid by the City of Perth Amboy. The purchaser shall be entitled to possession immediately following closing of title.

G. At the conclusion of the public sale, the successful bidder shall, within three (3) business days, provide a deposit of \$500.00 dollars by certified check or money order as a deposit on all applicable fees and City of Perth Amboy costs related to the sale of the property.

H. In the event the City of Perth Amboy is unable to convey clear and marketable title, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, the City of Perth Amboy will forthwith return to the purchaser any and all deposit moneys previously submitted by the purchaser, and neither party shall have any further rights against the other. The acceptance of a deed by the purchaser from the City of Perth Amboy shall extinguish any claims that said purchaser may have against the City of Perth Amboy in connection with the quality of title conveyed.

I. The Property herein sold is subject to any existing encumbrances, liens, easements, zoning ordinances, other restrictions of record, such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefiting said property. The City of Perth Amboy makes no representations as to the presence of any environmental conditions on the Property and the purchaser assumes the risk of any such condition, all Property being sold "as is."

J. All conveyances by the City of Perth Amboy shall be made by Quitclaim Deed.

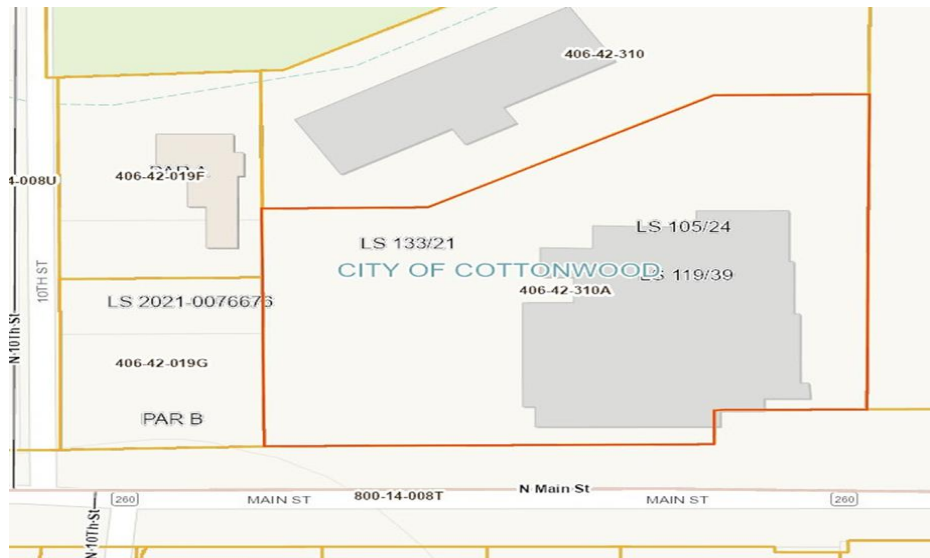
K. Acceptable bids shall be confirmed by resolution of the Municipal Council no later than the first regular meeting of the Municipal Council following the date of such sale.

L. The Ordinance shall constitute and serve as the public notice to be published in a newspaper circulating in the City of Perth Amboy at least once a week for two (2) consecutive weeks, the last publication being not earlier than seven (7) days prior to the date set forth for the public sale.

M. In the event the successful bidder fails to close on the property, the bidder shall forfeit the ten percent (10%) deposit.

N. The Municipal Council reserves the right to withdraw this offer to sell, or upon completion of the bidding to accept or reject any or all bids for said Property or to waive any informality in relation thereto.

Project Location



SCHEDULE B

THE PURCHASE AND SALE OF BLOCK 349, LOTS 3, CITY OF PERTH AMBOY, NEW JERSEY

BIDDER'S ACKNOWLEDGMENT AND AGREEMENT OF CONTRACT TERMS AND CONDITIONS

The bidder acknowledges that it has read the Terms and Conditions for the award of a contract under this IFB, as such are set forth in Schedule A of this IFB, and hereby agrees, that if it is awarded the contract, it will abide by the Terms and Conditions in Schedule A, and perform the actions required therein, as a condition of the contract.

Signed: _____

Title: _____

Company: _____

Date: _____

Required with Bid	BID CHECK LIST - ITEMS WITH ASTERISK MUST BE SUBMITTED	Bidder's Initials
Failure to Submit any of these items is MANDATORY cause for Rejection of Bid		
N/A	Bid Guarantee (Bid Bond, Certified/Cashier Check) with Power of Attorney for Full Amount of Bid Bond	N/A
N/A	Consent of Surety (Certificate from Surety Company)	N/A
*	Acknowledgement of Receipt of Addenda (To be completed if Addenda(s) are issued.	
*	Statement of Ownership Disclosure Form	
N/A	Sub-Contractors Disclosure (Prior to Award, but effective at time of bid)	N/A
*	Disclosure of Investments Activities in Iran	
*	Prohibited Russia-Belarus Activities	
*	Cost Proposal - Schedule E	
*	Business Registration Certificate – Required by Law prior to Award of Contract	
*	Non-Collusion Affidavit	
N/A	Mandatory Equal Employment Opportunity Language Exhibit A (Goods, Professional Service and General Contracts) Exhibit B (Construction)	
*	Required Evidence EEO/Affirmative Action Regulations Questionnaire	
*	Americans with Disability Act of 1990 Language	
N/A	Public Works Contractor Registration Certificate (s) for the Bidder and Designated Sub-Contractors (Prior to Award of Contract)	N/A
N/A	License (s) or Certification (s) Required by the Specifications	N/A
N/A	Certification of Available Equipment	
N/A	Certification of Compliance/ Significant Public Building Construction Contracts Requirements	N/A
*	Pay to Play	
*	W-9	
N/A	References	
*	Affidavit of No Disciplinary Sanctions or Professional Negligence /Debarment	
*	Schedule I – Limited Property Information	N/A
*	Insurance – If Applicable	

Name of Company\Vendor _____

Name of Proposer _____ Title _____

Signature _____ Date: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges its receipt of the below-listed notice(s) of revisions, clarifications and/or addenda to the IFB. By indicating the date of receipt, the Respondent hereby acknowledges that its submitted Response takes into account all of the provisions contained in such listed notices of revisions, clarifications and/or addenda. The Respondent hereby acknowledges and agrees that the City's record of notices of revisions, clarifications and/or addenda shall take precedence over the Respondent's accounting of such notices. The Respondent further acknowledges and agrees that any failure of the Respondent to include and specifically reference its receipt of any such notices of revisions, clarifications and/or addenda on this document as part of its Response, may be cause for rejection of the Response.

City of Perth Amboy Revision/Addenda Title/Number	Method of Receipt (Mail, Fax, Delivery)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **CHECK HERE IF NONE.**

RESPONDENT'S ACKNOWLEDGEMENT:

Respondent's Name: _____

Authorized Representative: _____,
(print name) (print title)

Signature: _____

Date: _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposals submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Business: _____

Address of Business: _____

Name of Person Completing this Form: _____

N.J.S.A. 52:25-24.2 Submission of Statement required for Bidding on Public Contracts.

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

The Attorney General has advised that provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships, apply to limited partnerships, limited liability partnerships, and Subchapter S Corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause
for automatic rejection of the bid or proposal**

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific) _____

Part II

☐ The list below contains the contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

or

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individuals) or Business Address

Part III: Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in Part II

- ☐ Pages attached with the name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.
- or**
- ☐ Submit here the links to the websites (U.R.L.S.) containing the last annual filings with the Federal Securities and Exchange Commission or the foreign equivalent.

- and**
- ☐ Submit here the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

Part IV: Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> _____ to notify the <type of contracting unit> _____ in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement (s) with the, permitting the <type of contracting unit> _____ to declare any contract (s) resulting from this certification void and unenforceable.

SUBSCRIBED AND SWORN
BEFORE ME THIS _____ DAY
OF _____, 20 _____

(Type or Print Name of Affiant under Signature)

NOTARY PUBLIC

MY COMMISSION EXPIRES:
_____, 20____.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RESPONDENT'S NAME: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or response 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 Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew: (Please check all statements that are true)

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the response 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

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____

Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____ Respondents

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 the City of Perth Amboy is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City to notify the City of Perth Amboy in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Perth Amboy, New Jersey and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____

Signature: _____

Title _____

Date: _____



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([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 identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law 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

ⁱ 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).

**THE PURCHASE AND SALE OF BLOCK 349, LOT 3,
CITY OF PERTH AMBOY, NEW JERSEY OWNED BY THE CITY OF PERTH AMBOY**

SCHEDULE E

PRICING PROPOSAL

The following bid shall apply to the Contract:

Base Bid: as specified in **Schedule A** for the

Purchase & Sale of **Block 349, Lots 3:**

196 Hall Avenue, Perth Amboy NJ 08861

\$_____

The undersigned acknowledges that the minimum acceptable bid is \$100,000.00 and certifies that the bid submitted meets or exceeds that amount, for the purchase and sale of Block 349, Lots 3, in consideration of all of the terms and conditions set forth in Schedule A to the Invitation for Bids.

This price includes ALL expenses of the Purchaser in connection with carrying out its duties and responsibilities listed in the IFB, including compliance with the terms and conditions of the Invitation for Bids, including those set forth in Schedule A thereto. No further or additional costs or reimbursements shall be payable by the City of Perth Amboy to the Purchaser.

Signature: _____

Print Name: _____

Name of Company: _____

Date: _____

SCHEDULE I

LIMITED PROPERTY INFORMATION

Block 349, Lots 3, more commonly known as 196 Hall Avenue, Perth Amboy, New Jersey 08861, is owned by the City of Perth Amboy and is not necessary for public use. The sale of such Property will return it to the tax rolls of the City of Perth Amboy.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

SS:

COUNTY OF UNION

I, _____ (name) of full age, being duly sworn according to law,
on my oath depose and say:

I am the _____ (title)

of _____ (name of bidder), the bidder for the above named
project, and that I executed the said bid with full authority so to do; that the bidder has not, directly or indirectly,
entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the IFB, and that all statements contained in the proposal and in this affidavit
are true and correct, and made with full knowledge that the City of Perth Amboy relies upon the truth of the
statements contained in the proposal and in the statements contained in this affidavit in awarding a contract for said
engagement.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract
upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide
employees or bona fide established commercial or selling agencies of the respondent. (N.J.S.A. 52:34-25)

SUBSCRIBED AND SWORN

BEFORE ME THIS _____ DAY

OF _____, 20 ____.

(Type or Print Name of Affiant under Signature)

NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____, 20 ____.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

EXHIBIT A
(CONT)

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

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

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

The contractor shall submit to the public agency, after notification of award but before execution of a goods and services contract, one of the following three (3) documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance)

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

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

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

Goods and General Service Vendors

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

Do you have a federally-approved or sanctioned EEO/AA program?

Yes ☐ No ☐

If yes, please submit a photo static copy of such approval.

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

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐

If yes, please submit a photo static copy of such approval.

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

Acknowledged:

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

The contractor and the City of Perth Amboy, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. SJ 21 OJ et seq.), which prohibits discrimination based on disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. If the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against 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 all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner that is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Acknowledged:

Name: _____

Signature: _____

Date: _____

**AFFIDAVIT OF NO DISCIPLINARY SANCTIONS OR PROFESSIONAL
NEGLIGENCE/ DEBARMENTS**

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

I am _____, an officer of the Respondent firm of _____ submitting a Response to the IFB in the above matter, and I executed the said IFB with full authority to do so; Respondent at the time of making this Response, Respondent is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in the Affidavit are true and correct.

The undersigned further warrants that the professional licenses and/or certifications of those individuals listed in this IFB are valid and not expired or suspended.

The undersigned further warrants that should the name of the firm making this submission appear on the Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this contract, including any Guarantee Period, that Respondent shall immediately notify the City. Further, should the professional licenses and/or certification of any individuals listed in the IFB be suspended or revoked, Respondent shall immediately notify the City.

Name of the Firm (Print or Type)

Signature of Authorized Representative/ Title

(Type or Print Name of Authorized Representative Affiant)

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

Notary Public of New Jersey

My Commission Expires _____, 20_____.

CITY OF PERTH AMBOY

**CERTIFICATION OF COMPLIANCE WITH THE
CITY OF PERTH AMBOY'S LOCAL PAY TO PLAY ORDINANCE**

(Article I, Contributions by Public Contractors, §98.1 et seq., Perth Amboy City Code, attached)

Name of Respondent

Address

I, _____, of full age, certify as follows:

1. I am an authorized representative of the above named Professional Business Entity.

2. On behalf of the above named Respondent, I have read Article I, Contributions by Public Contractors, §98.1 et seq., of the Perth Amboy City Code (the "City Pay-to-Play Ordinance"), attached hereto, and certify, under penalty of perjury, that:

a) I understand the definition of "Professional Business Entity," contained in the City Pay-to-Play Ordinance, and acknowledge that the above-named Respondent is a Professional Business Entity in accordance with therewith;

b) The above-named Respondent has not made a contribution in violation of the attached City Pay-to-Play Ordinance, and if awarded a contract, will comply with the City Pay-to-Play Ordinance during the term of the contract.

In accordance with §98.3 of the City Code, I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Signature

Type or Print Name

Date _____, 20____

Title

REQUEST FOR REFERENCES

Name _____

Address _____

Telephone _____

Email _____

Name _____

Address _____

Telephone _____

Email _____

Name _____

Address _____

Telephone _____

Email _____

Name _____

Address _____

Telephone _____

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Name _____

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