



CITY OF PERTH AMBOY

**UTILITY SERVICE AFFILIATES
PERTH AMBOY, INC.
(USA -PA, INC.)**

INVITATION FOR BIDS

**20" INSERTION VALVE AT
THE RUNYON WATER TREATMENT PLANT**

QUESTIONS DUE DATE: Tuesday, April 21, 2026, at 10:00 A.M.

SUBMISSION DUE DATE: Wednesday, April 29, 2026 at 10:00 A.M.

ADDRESS ALL BIDS TO:

**PURCHASING DEPARTMENT
CITY PERTH AMBOY
260 HIGH STREET
PERTH AMBOY, NEW JERSEY 08861**

**ATTN: ALMA BENAVIDES-PEREZ
PURCHASING AGENT**

**NOTICE TO BIDDER
20" INSERTION VALVE AT
THE RUNYON WATER TREATMENT PLANT**

Public Notice is hereby given that the City of Perth Amboy (the "City"), 260 High Street, Perth Amboy, New Jersey 08861, will receive sealed Bids on **Wednesday, April 29, 2026, at 10:00 a.m.** (prevailing time) in response to its Invitation for Bids for **20" INSERTION VALVE AT THE RUNYON WATER TREATMENT PLANT"** (IFB), as described below, at which time the submissions will be opened in public:

**20" INSERTION VALVE AT
THE RUNYON WATER TREATMENT PLANT**

The IFB is issued in accordance with Section 98.21 et seq. of the Code of the City of Perth Amboy (City Code), which requires that the City utilize a fair and open procurement process in selecting professional services, including The IFB also satisfies the requirements of a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq. Professional services are exempt from bidding pursuant to N.J.S.A. 40A:11- 5(1)(a)(i).

The IFB documents may be obtained from the Division of Purchasing, 260 High Street, Perth Amboy, New Jersey 08861 between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, or can be downloaded from the City's website: www.perthamboy.nj.us.

Interested vendors **must submit one (1) original and one (1) copy, and one (1) digital version (USB) of your bid.** 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 "20" INSERTION VALVE AT THE RUNYON WATER TREATMENT PLANT"**. IFB's 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 **10:00 a.m. prevailing time on Wednesday, April 29, 2026.**

Each bid shall be accompanied by a certified check, cashier's check, or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City of Perth Amboy in an amount not less than ten percent (10%) but in no case in excess of \$20,000.00 of the amount bid. Any such bid bond shall be without endorsement or conditions. Bids shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

The Owner will evaluate bids and any award will be made to the lowest, responsive, responsible bidder. The Owner reserves the right to reject any or all bids and to waive minor informalities or irregularities in bids received.

Bidders with questions or requiring clarification or interpretation of any section within this IFB must address these questions in writing via email to Abenavides@perthamboynj.org. The deadline for posting questions and requests about the IFB is **Tuesday, April 21, 2026, at 10:00 a.m.** (prevailing time).

Bidders 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 reserves the right to consider submitted IFB's for sixty (60) days after receipt, and further reserves the right to reject any and all submissions, waive informalities, and make an award or take any other action as may be in the best interest of the City, consistent with applicable law.

The City of Perth Amboy (the City) promotes equal employment opportunities by prohibiting discrimination and requiring affirmative action in the performance of contracts awarded by the City with financial assistance from a Federal Grant Program. The City provides equal opportunities for the Socially and Economically Disadvantaged (SED) and has adopted policies to this affect.

The Contract Documents will be available in electronic form only. Contractors interested in bidding on the project can call the Purchasing Agent or visit the City's Website, under Public Notices, and under Procurement Opportunities.

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

Pursuant to N.J.S.A. 10:5-33, bidders are required to comply with the requirement of P.L. 1975 c. 127, NJAC 17:27.

The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of Laws of 1963, effective January 1, 1974, section 109 of P.L. 94-369. Higher State or Federal wage rates shall be applied to this project.

Each Bidder must submit with his bid an "Ownership Disclosure Statement" and "Non-Collusion Affidavit" on the forms included in the Contract Documents.

Bidders and their subcontractors of any tier must comply with all applicable provisions of the Public Works Contractor Registration Act, P.L. 1999, c 238 (N.J.S.A. 34:11-56.48) and the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25).

Each bidder must provide all required-applicable licenses as well as the subcontractors.

It is the purpose of this Notice to Bidders to summarize some of the more important provisions of the Contract Documents. Prospective bidders are cautioned not to rely solely on this summary, but to read the Bid Documents in their entirety.

Persons interested shall submit to the City such information as is required in the Notice to Bidders.

ALMA BENAVIDES-PEREZ
Purchasing Agent
260 High Street
Perth Amboy, NJ 08861
(732) 826-0290 ext. 4011
Abenavides@perthamboynj.org

DETAILED REQUIREMENTS OF THE INVITATION FOR BIDS

CITY OF PERTH AMBOY FACTS AND FIGURES – The City of Perth Amboy is a municipal government entity. The City was founded in 1683 and chartered in 1718 and operates pursuant to N.J.S.A. 40A:61-1 et seq.

Background

The City of Peth Amboy owns the Runyon Water Treatment Plant located in Old Bridge; NJ is the primary water source for the City of Peth Amboy serving 55,000 residents. Owned by the city and operated by Utility Service Affiliates (Perth Amboy) Inc.

PURPOSE OF REQUEST

The City of Perth Amboy (the City) in coordination with Utility Service Affiliates Perth Amboy (USA-PA Inc.) is hereby soliciting bids for qualified vendors to perform a **20" INSERTION VALVE AT THE RUNYON WATER TREATMENT PLANT AT OLD BRIDGE NEW JERSEY**. The valve is to be installed on a cast iron pipe. The contractor is to provide labor, installation equipment and material to install the valve (1) 20" Open Right Hydra-Stop Insta-Valve 20 on 20" CIP Water Main, with an OD of 21.65. **Installation shall include the manufacture's recommended concrete support. Concrete for the support shall be 5,000 psi quick setting concrete. The excavation and restoration will be provided by others.**

Contract Form

The successful proposer shall be required to execute the City's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft City form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

Award Of Contract

Award of contract, if any, will be to the contractor deemed best qualified by the City and USA-PA, Inc., in accordance with the selection criteria, to perform the services outlined in this IFB. No contract awarded pursuant to IFB shall be assignable by the successful proposer without the written consent of USA-PA, Inc.

CITY OF PERTH AMBOY GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope.
- (1) Addressed to the Purchasing Agent
 - (2) Bearing the name and address of the bidder on the outside
 - (3) Clearly marked "BID" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the city disclaims any responsibility for bids forwarded by regular or express mail. **If the bid is sent by express mail, the designation in B above must also appear on the outside of the express company envelope.** Bids received after the designated time and date will be returned unopened.
- D. The City reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each perspective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Multiple Bids Not Accepted
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- H. Official Request for Bid packages are available from the City's website at www.perthamboynj.org at no cost to the prospective bidders. All addenda are posted on the City's website and issued in accordance with N.J.S.A. 40A:11-23(c)(1). Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The City is not responsible for third party supplied specifications.
- I. Results of all the bids are posted on the City's website.

2. BID SECURITY

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

A. **BID GUARANTEE**

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

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

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into contract pursuant to statute. Failure to submit the required guarantee shall be cause for rejection of the bid.

B. **CONSENT OF SURETY**

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

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

C. **PERFORMANCE BOND**

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

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

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

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

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

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

E. **MAINTENANCE BOND**

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

1 Year

2 Years

3. PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)

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

(2) The City of Perth Amboy or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from the award based on these specifications.

The City of Perth Amboy is rated by:
Standard & Poor's Rating Group: AAA
Moody's Investors Services: AAA

B. Bids shall be ***signed in ink*** (Original Signature Required) by the bidder, all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

- D. *Estimated Quantities* (Open-Ended Contracts, Purchase as Needed) The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*
- E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the City. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.
- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60-day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.*
- H. Results of all bids are posted on the City's website www.perthamboynj.org

4. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the city. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line, at abenavides@perthamboynj.org. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of a written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The City's interpretations or corrections thereof shall be final.

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

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

5. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature ***will not*** suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

- C. It is the responsibility of the bidder to demonstrate the equivalency of goods and services offered. The City reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damage resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. Wherever practical and economical to the City, it is desired that recycled or recyclable products be provided in accordance with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. Please indicate when recycled products are being offered.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

6. METHOD OF CONTRACT AWARD

- A. The City reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the City to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The City further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the City. Without limiting the generality of the foregoing, the City reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The City may also elect to award the contract based on unit prices.
- D. The City reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. Should the bidder to whom the contract is awarded fail to enter into a contract, the City may then, at its option, accept the bid of the next lowest responsible bidder.
- F. The effective period of this contract will be one (1) year unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of the unavailability of such funds, the City reserves the right to cancel this contract.
- G. The form of contract shall be submitted by the City to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the City; material exceptions shall not be approved.
- H. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

7. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

8. NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq. and 40 USC 3141-3148

Pursuant to N.J.S.A. 34:11-56.25 et seq, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at https://www.nj.gov/labor/wagehour/wagerate/wage_rates.html.

9. THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-40 USC 3701-3708

40 USC 3701-3708 requires that a contractor compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one- and one-half times the basic rate of pay for all hours worked in excess of 40 hours in a work week. No laborer or mechanic may be required to work in surroundings or under conditions which are unsanitary, hazardous or dangerous.

10. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT-N.J.S.A. 34:11-56.48 et seq.

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

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

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

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

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

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

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

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

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

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

13. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq., N.J.A.C. 17-27 et seq. and 41 CFR Part 60

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

1. Goods, Professional Services and Service Contracts

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

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

2. Construction Contracts

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

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

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

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

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

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in the final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-

0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

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

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

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

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

17. INSURANCE AND INDEMNIFICATION

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss occurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

A. Insurance Requirements

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:35-1.6. Minimum Employer's Liability \$1,000,000.00

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 for any one person and \$3,000,000.00 for any one accident for bodily injury and \$3,000,000.00 aggregate for property damage and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 for any one person and \$3,000,000.00 for any one accident for bodily injury and \$3,000,000.00 for each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

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

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

C. Indemnification

The Contractor agrees to indemnify and save harmless the City, its officers, agents, and employees, from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a) negligent acts or missions on the part of the contractor, the contractor's agents, servants, or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

The City of Perth Amboy will not accept Mutual Limitation of Liability terms.

Additional Insured Endorsement

The City of Perth Amboy, Middlesex County, NJ including all its elected and appointed officials, all its employees and volunteers, USA-PA, Inc. and all its board members, and employees, are included as Additional Insured with respect to liability arising out of the Firm's work and services performed for the City. This coverage shall be primary to the Additional Insured's and not contributing with any other insurance or similar protection available to the Additional Insured's whether other available coverage is primary, contributing or excess.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

18. TERMINATION

- A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract. The City will pay for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of damage due the City from the contractor is determined.
- C. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
- D. In case of default by the contractor, the City may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City

reserves the right to cancel the contract.

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

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

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

20. ADDITIONS/DELETIONS OF SERVICE

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

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

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

23. SPECIFICATIONS

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

unit or the award of contract.

24. OWNERSHIP OF MATERIAL

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

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

Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty five (45) days Advance Written Notification of Non-Renewal shall be sent to Utility Service Affiliates – Perth Amboy, 590 Smith Street, Perth Amboy, NJ 08861. Attention Mr. Theodore Gassmann, P.E., This endorsement superseded the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

Cancellation and Material Changes Endorsement

ADDITIONAL INSURED ENDORSEMENT

The City of Perth Amboy, Middlesex County, NJ including all its elected and appointed officials, all its employees and volunteers, USA-PA, Inc. and all its board members, and employees, are included as Additional Insured's with respect to liability arising out of the Consultant's work and services performed for the City. This coverage shall be primary to the Additional Insured's and not contributing with any other insurance or similar protection available to the Additional Insured's whether other available coverage is primary, contributing or excess.

25. TRUTH IN CONTRACTING LAW

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

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

Pursuant to N.J.S.A. 52:32-44, The 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).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order,

or another contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

27. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT

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

28. PAYMENT

Payment will be made after a properly executed City voucher has been received and formally approved. The voucher will be certified correct by the department/division head who received the goods or services.

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

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

30. W-9

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

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

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

The Contractor shall:

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

The contractor, by execution of the contract, shall thereby indemnify and hold the City harmless from

any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

32. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the City opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor

cannot meet this requirement, the City may solicit the goods and/or services from any bidder on this contract.

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

34. FORCE MAJEURE

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the City of Perth Amboy by notice to each party.

35. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

36. PROHIBITED RUSSIA-BELARUS ACTIVITIES

Pursuant to law, N.J.S.A. 52:32-60.4 provides that N.J.S.A. 52:32-60.1 "shall not apply in circumstances when their application would violate federal law." Accordingly, to enforce N.J.S.A. 52:32-60.1 in a manner consistent with the District Court's decision and federal law, Treasury deems its list of persons and entities engaging in prohibited activities in Russia or Belarus to consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus.

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

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

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit award to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for

improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

38. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT-42 USC 7401-7671q. AND 33 USC 1251-1387

42 USC 7401-7671 q. and 33 USC 1251-1387 require the award to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the federal Water Pollution Control Act as amended.

39. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

Executive Orders 12549 and 12689 prohibit contract award to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

40. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

31 USC 1352 requires that contractors must file the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

41 LIQUIDATED DAMAGES

1. As permitted by N.J.S.A. 40A:11-19 it is understood that the damages that the City of Perth Amboy may sustain due to delay in completion of the project may be difficult to quantify. Therefore, in addition to the other remedies permitted by the Contract or provided by law, the City of Perth Amboy shall be entitled to liquidated damages in the following amount for delay in completion of the project from the completion dates stated in the Contract. This is to be construed as not being a penalty but in lieu of actual damages. The City of Perth Amboy shall represent the cost for technical and procedural costs of the project for each day of delay including weekends and holidays in completion of any stage of the project. The City of Perth Amboy will charge \$500.00 per calendar day for delay. One (1) to Thirty (30) Days beyond contract time limit and One Thousand (\$1,000.00) dollars per calendar day Thirty-One (31) days beyond contract time limit.
2. In addition to liquidated damages, be advised that in the event of late performance of this contract, the City of Perth Amboy reserves the right to consider any unjustified delay beyond the contract completion date as a bearing on your responsibility to perform future contracts for the City of Perth Amboy.
3. The contractor shall not be penalized or charged with liquidated damages because of any delays in the completion of the contract due to unforeseeable causes beyond the control and without the fault of the government, fires, floods disputes and unusually severe weather conditions. Documentation of any/all delays must be provided by the contractor. The contractor shall be responsible for costs of construction inspection / administration services necessary due to a delay in completion of the project within the contractual time frame or for inspection / administration costs should the contractor work beyond the normal workday, as allowed by Section 40A:11-17 of the New Jersey Public Bidding Laws.
4. In the event that Contractor has caused damage to private property, Contractor is required to

repair any damage within five (5) working days of written notification by the City. If the damaged property has not been repaired within five (5) working days of written notification by the City, you will be assessed damages in the amount of \$500.00 per day for every working day until the damage has been repaired.

5. The city will deduct and retain all damages out of any money due or to become due hereunder.

GENERAL TERMS AND CONDITIONS –

- A. The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the City to do so.
- B. During the proposal evaluation, USA-PA, Inc. reserves the right to request additional written information to assist in the evaluation of proposals. Proposals and written responses request for additional information shall be signed by proposer.

(if an individual), by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract. Upon receipt, the proposals shall become the property of the City of Perth Amboy for disposition or usage by the City of Perth Amboy at its discretion.
- C. In case of failure by the successful proposer, the City of Perth Amboy may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract and hold the proposer responsible for any excess cost occasioned thereby.
- D. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- E. Each proposal must be signed by the person authorized to do so.
- F. Sealed proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals WILL NOT be accepted by facsimile or e-mail.
- G. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposers must agree to submit individual employer certifications and number or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated

by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- H. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.
- I. No proposer shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- J. No proposer shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- K. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City Law Department decision shall be final and conclusive.
- L. The City of Perth Amboy shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- M. The checklist, affidavits, notices and the like presented at the end of this bid document are a part of this bid and shall be completed and submitted as part of this proposal.

The City of Perth Amboy shall authorize the use of professional services from those applicants that best meets the needs of the City but reserves the right to not select from any of the proposals submitted. The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the City to do so.

Contracts subject to the fair and open process delineated herein are subject to additional requirements, and any other applicable laws including, but not limited to the Local Public Contracts Law.

SCOPE OF SERVICES

PREPARATION OF SCOPE OF WORK FOR INSTALLATION OF 20" INSERTION VALVE AT THE RUNYON WATER TREATMENT PLANT LOCATED IN OLD BRIDGE, NJ FOR THE CITY OF PERTH AMBOY, NEW JERSEY

General:

The installation should utilize a Hydro-Stop insert valve or an approved equal that meets AWWA standards to ensure compliance and reliability. Please note this project will not require a public works certification. The scope of work does not include any line-stopping or system shutdown requirements, as this task is to be performed on a charged main.

The contractor shall provide all labor, equipment, materials, and expertise necessary to complete the work.

Time is of the essence for this valve installation. Each bid shall provide the anticipated number of workdays between award and mobilization to install the valve. Preference will be given to bidders who can supply and install the valve in the shortest timeframe. Bidders who fail to meet the bidders anticipated schedule to install

1. City Responsibilities
 - a. City will provide onsite supervision to include verification of installation, witness of pressure testing, and point of contact in case of emergency.
2. Hours of Work
 - a. Normal Business Hours are defined as Monday through Friday, 8:00 a.m. – 4:00 p.m., except City observed Holidays.
 - b. Emergency mobilization (within 24-hour window) to include after-hours work will be coordinated with the City to establish a work schedule at locations accessible before or after normal business hours or weekends.
3. Deliverables
 - a. Photos, before and after installation
 - b. Pressure test and disinfection reports on water mains
 - c. Valve documentation (i.e. manufacturer, model, size, serial number, etc.).

1. **Proposal Content**

To standardize responses and simplify the comparison and evaluation of responses, all statements must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested shall be provided in the proposal under a single cover.

- d. Business Organization. The full name and address of the firm's organization and the branch office that will perform the services described herein shall be stated. The Principal-in-Charge of the branch office shall be identified. A statement shall be included from the firm that to the best of its knowledge, there are no circumstances that shall cause a conflict of interest in performing services for the City of Perth Amboy.
- e. Related Technical Experience. Contractor must be a licensed registered plumber. Must have experience in installing a minimum of 5 installations of the 20" insertion valve.

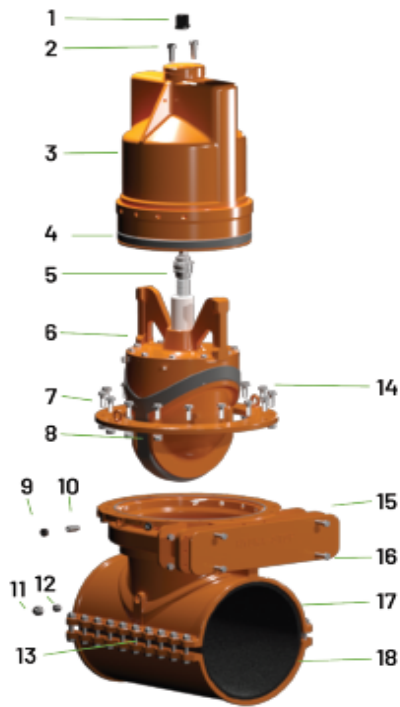
- f. Project Staffing and Organization. Qualifications of the project manager and personnel, including anticipated sub-contractors, with specialized skills shall be highlighted.
- g. Timely Completion of the Project. Discuss the contractor's participated Sub-contractor's current workload and its ability to complete the project in timely manner
- h. Time of Completion. The contractor has 30 calendar days starting from the day the "Noticed to Proceed" is issued to complete the project. Any delays must be justifiable and approved by the Assistant Director of Operations.
- i. Fines by the DEP. Additionally, any fines by the DEP that are caused due to the negligence of the contractor and the failure to complete the work within the 180 calendar days period with no approved justification will be the responsibility of the contractor.

Attachment#2 Materials



PRODUCT SUBMITTAL

20"-24" INSTA-VALVE® 20-24

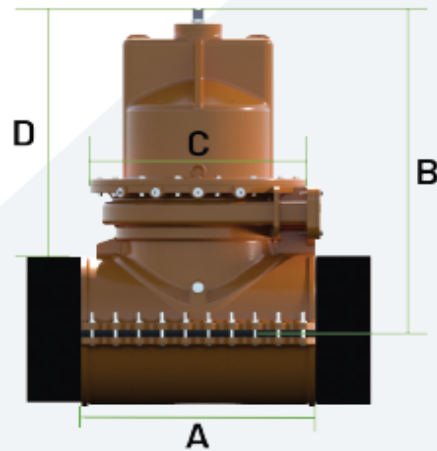


INSTA-VALVE 20-24 ASSEMBLY			
ITEM	DESCRIPTION	MATERIAL	QTY
1	OPERATING NUT	STEEL, CAST	1
2	BONNET COVER BOLTS	STAINLESS STEEL	4
3	BONNET COVER	DUCTILE IRON	1
4	SEAL RING	SBR RUBBER	1
5	FEED SCREW	STAINLESS STEEL	1
6	VALVE CARTRIDGE ASSEMBLY	VARIOUS	1
7	BONNET FLANGE	DUCTILE IRON	1
8	RESILIENT WEDGE	SBR RUBBER	8
9	SET PIN COVER PLUG	STEEL, S25C	20" VALVE: 6 24" VALVE: 8
10	SET PIN	STAINLESS STEEL	20" VALVE: 6 24" VALVE: 8
11	SEAL PLUG COVER	STAINLESS STEEL	1
12	SEAL PLUG	STAINLESS STEEL	1
13	VALVE MOUNTING HARDWARE (BOLTS, NUTS, WASHERS)	STAINLESS STEEL	20" VALVE: BOLTS: 18 NUTS: 18 WASHERS: 36 24" VALVE: BOLTS: 22 NUTS: 22 WASHERS: 44
14	BONNET FLANGE HARDWARE	STAINLESS STEEL	BOLTS: 16 NUTS: 16 WASHERS: 32
15	GATE VALVE COVER	DUCTILE IRON	1
16	GATE VALVE COVER BOLTS	STAINLESS STEEL	4
17	UPPER VALVE BODY	DUCTILE IRON	1
18	LOWER VALVE BODY	DUCTILE IRON	1

WEIGHTS AND DIMS					
Size	A	B	C	D	Approx. Weight
20"	35.5"	52.5"	32.5"	42"	2,228 lbs.
24"	38.5"	60.5"	36"	47"	3,139 lbs.

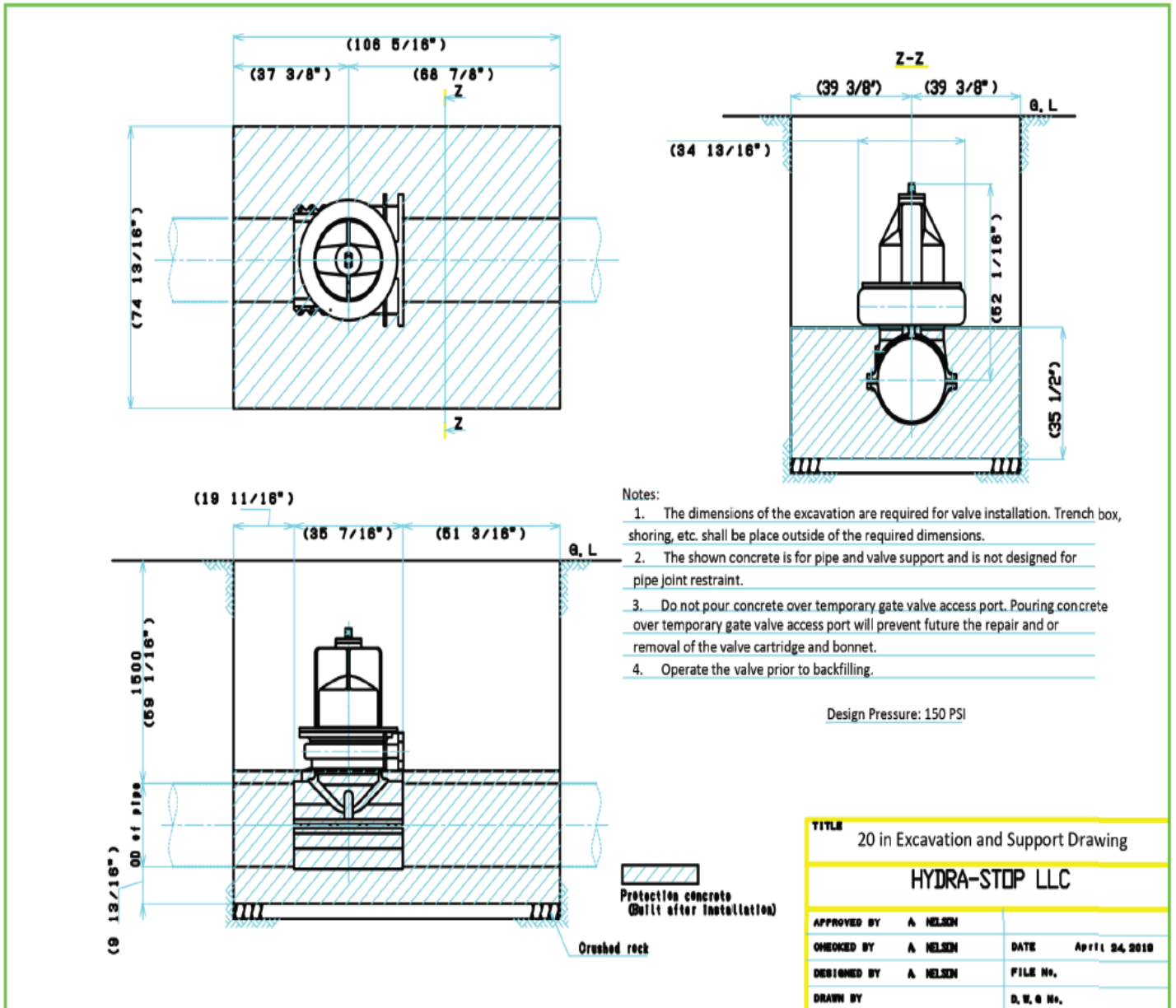
OTHER SPECIFICATIONS
Valve Body Minimum Test Pressure: 1.5 times system working pressure
Valve Body Maximum Test Pressure: 225 psi, Maximum Working Pressure: 150 psi
Coatings: Inside: 0.3 mm epoxy powder coating. Outside: 0.25 mm epoxy powder coating.
Valve ID Range: The ID range for the 20-inch Insertion valve is 20.00"-20.82" and the 24-inch Insertion valve's is 24.00"-24.89".
Valve OD Range: The OD range for the 20-inch Insertion valve is 21.40"-22.20" and the 24-inch Insertion valve's is 25.00"-26.47".

Proprietary Information: This property of Hydra-Stop shall not be used, reproduced, or distributed without written consent. All design and invention rights are reserved. Materials, pricing, and specifications subject to change without notice.



SUBIV2024(12-16-25)

20" Hydra-Stop Concrete Support Details



Minimum excavation dimension: 6' wide x 9' long
 Recommended excavation dimension: 8' wide x 9' long

Attachment #3 Location



CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR SUBMISSION

Required By Owner	Submission Requirement	Initial each required entry
[*]	Original and (1) one copy and one (1) USB with signed Proposals	
[*]	Business Registration Certificate (Before Award of Bid)	
[*]	Cost Proposal	
[*]	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	
[*]	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
[*]	Sub-Contractors Certification Listing	
[*]	Affirmative Action Language Signed	
[*]	Mandatory Equal Employment Opportunity Language	
[*]	New Jersey Anti-Discrimination Provisions	
[*]	Americans with Disabilities Act of 1990 Language	
[*]	Non-Collusion Affidavit	
[*]	Equipment Certification	
[*]	References	
[*]	Certification of Compliance with Local Pay to Play	
[*]	Affidavit of no Disciplinary Sanctions or Debarments	
[*]	Disclosure of Investments Activities in Iran	
[*]	Non-Involvement in Prohibited Activity in Russia or Belarus	
[*]	Acknowledgement of Receipt of Addendum	
[*]	Prevailing Wage Determination	
[*]	Public Works Contractor Certificate	

Name of Proposer

Title

Signature of Authorized Representative

Date

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Respondent (Contractor) submit proof of business registration with the bid response. Proof of registration shall be a copy of the Respondent Business Registration Certificate (BRC). 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. 52:32-44 imposes the following requirements on Contractors and all subcontractors that **knowingly** provide goods or perform services for a Contractor fulfilling this contract:

- The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
- Prior to receipt of final payment from a contracting agency, a Contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- 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 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.

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 \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

BID PROPOSAL FORM

(20" INSERTION VALVE AT THE RUNYON WATER TREATMENT PLANT)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specifications and made part hereof:

Amount in words

Company Name

Federal ID #

or

Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Date

Telephone Number

Fax Number

Email Address

BID SECURITY

*******NON-CURABLE ITEM*******

This Bid Proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

- A. Surety Bid Bond _____
- B. Certified/Treasurer's check _____
- C. Cash _____

the amount of _____ (\$ _____)
payable to City of Perth Amboy

The Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the Bidder shall fail to execute and deliver the Contract and the required Performance Bond or other required documents in accordance with therequirements of this Proposal and other sections of the Contract Documents within the time specified, then the Bidder shall be deemed to have abandoned the Contract and thereupon the Proposal and acceptance shall be null and void and the security accompanying the Proposal shall be forfeited to and retained by the Owner, as liquidated damages for such failure or neglect, and to indemnify the Owner for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish documents as aforesaid. Nothing in the Specifications and Contract Documents shall prevent Owner from recovering actual damages over and above the sum of the forfeited bid security.

In compliance with the Laws of the State the Bidder is:

An Individual _____

A Partnership _____

A Corporation _____

of _____ having principal offices at

*****NON-CURABLE ITEM*****

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

SUB-CONTRACTOR CERTIFICATION FORM

*******NON-CURABLE ITEM*******

All subcontractors/consultants designated by the respondent shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated sub-contractor/consultant shall also be provided with the bid/proposal submission. Specifically, the respondent shall include a listing of all relevant services provided by the sub-contractor/consultant within the past two (2) years.

Please print the following information legibly. **NOTE:** Provide this information on additional sheets, as required, in accordance with the following format.

How many years has sub-contractor/consultant been engaged in this particular field? ____ years.

Sub-contractor/consultant

Firm Name _____

Address _____

Contact Person _____

Telephone # _____

Email _____

State License # _____

THIS FORM TO BE SIGNED AND SUBMITTED BY THE SUB-CONTRACTOR/CONSULTANT

Name of Sub-Contractor/Consultant Firm

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public

Provide a list of relevant contracts (identify company or firm name) completed by sub-contractor/consultant within the last two (2) years.

**DO NOT INCLUDE WORK WITH THE CITY OF PERTH AMBOY.
(This form may be duplicated.)**

1. _____
Company Name Telephone # Completion Date

Address Contact Person

City/State/Zip Contract Amount
2. _____
Company Name Telephone # Completion Date

Address Contact Person

City/State/Zip Contract Amount
3. _____
Company Name Telephone # Completion Date

Address Contact Person

City/State/Zip Contract Amount
4. _____
Company Name Telephone # Completion Date

Address Contact Person

City/State/Zip Contract Amount
5. _____
Company Name Telephone # Completion Date

Address Contact Person

City/State/Zip Contract Amount

STATEMENT OF OWNERSHIP DISCLOSURE

*******NON-CURABLE ITEM*******

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 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_____.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 AND N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the City of Perth Amboy, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

- (c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

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

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

Respondent understands and acknowledges that the attached Exhibit A Mandatory Equal Employment Opportunity Language shall be part of any agreement awarded hereunder.

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

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: _____

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: _____

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 _____.

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

REQUEST FOR REFERENCES

1. Name _____
Address _____
Telephone _____
Email address _____
Contact Individual _____
2. Name _____
Address _____
Telephone _____
Email address _____
Contact Individual _____
3. Name _____
Address _____
Telephone _____
Email address _____
—
Contact Individual _____
4. Name _____
Address _____
Telephone _____
E-mail address _____
Contact Individual _____
5. Name _____
Address _____
Telephone _____
E-mail address _____

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:
 1. 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

**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 _____.

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"¹) 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

¹ 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).

*******NON-CURABLE ITEM*******

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' Name: _____

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

Signature: _____

Date: _____