



CITY OF PERTH AMBOY

REQUEST FOR BID SPECIFICATIONS

FOR

SNACK AND BEVERAGE VENDING MACHINE SERVICES

BID OPENING: WEDNESDAY, JUNE 17, 2026

QUESTIONS: WEDNESDAY, JUNE 10, 2026

LOCATION:

260 HIGH STREET, PERTH AMBOY, NJ 08861

- **BID ADVERTISEMENT DATE: WEDNESDAY, JUNE 3, 2026**

Bid Category: 10- Miscellaneous Commodities and Services

NOTICE TO BIDDERS

SNACK AND BEVERAGE VENDING MACHINE SERVICES

Notice is hereby given that the City of Perth Amboy (the “City”), 260 High Street, Perth Amboy, New Jersey 08861, will receive Sealed bids will be received by the Purchasing Agent for the City of Perth Amboy on **Wednesday, June 17, 2026** at **10:00 a.m.** prevailing time in the Council Chambers, City Hall, 260 High Street, Perth Amboy, NJ 08861 at which time and place bids will be opened and read in public for:

SNACK AND BEVERAGE VENDING MACHINE SERVICES

SNACK AND BEVERAGE VENDING MACHINE SERVICES

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

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

Interested respondents **MUST submit one (1) original and one (1) digital version (USB) of your proposal** and must be submitted to the City in a sealed envelope, clearly marked on the outside with the word “**Confidential,**” **and indicate the service(s) for which the IFB “SNACK AND BEVERAGE VENDING MACHINE SERVICES”** IFB 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, June 17, 2026.**

Respondents 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 IFB is Wednesday, June 10, 2026, at 10:00 a.m. (prevailing time).**

Any Bid Addenda will be issued via our website under Public Notices, and processed in accordance with 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.

Specifications and instruction to bidders may be obtained at the Purchasing Office or the City’s website under Public Notices at www.perthamboynj.org.

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

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

Alma Benavides-Perez, QPA

Purchasing Agent

Email: Abenavides@perthamboynj.org

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

INSTRUCTIONS TO BIDDERS

Summary

The City of Perth Amboy, NJ will receive bids in reference to “**SNACK AND BEVERAGE VENDING MACHINE SERVICES.**” **Bids will be received until 10:00 am on Wednesday, June 17, 2026**, and then publicly opened and read aloud. Any bid received after 10:00 am shall not be accepted.

Contact Information

For further information regarding these specifications, contact

Alma Benavides-Perez, QPA

Purchasing Agent

Email: Abenavides@perthamboynj.org

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

Bid Opening

All bids will be opened publicly in the Council Chambers commencing at 10:00 am, prevailing time on Wednesday, June 17, 2026, at 10:00 am

Deadline Instructions

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

Intent

The purpose of this bid package is to provide the City of Perth Amboy with a Contractor who will provide, install, service and maintain coin/card operated vending machines to the various City of Perth Amboy departments. One (1) Year with Two (2) One (1) year term.

Right to Reject

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

Bidder Default

In case of default by the bidder or contractor, the City of Perth Amboy may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

Multiple Contract Award

The City reserves the right to make multiple awards of this specification and the needs of the City for this particularized service. If and where multiple awards are made, contract shall be awarded and the vendors utilized based on the specification, locations and price sheet submitted with this bid.

Bid Withdrawal

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

Indemnity

The bidder, if awarded a contract, agrees to protect, defend and save harmless the City against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

Bid Security

NO BID SECURITY

Pricing Proposal

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

Pricing

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges 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 the vendor's convenience when a single shipment is ordered.

- A. All prices and amounts must be provided for in the Bid Proposal Form in the City's e-Procurement Portal Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the City in accordance with applicable law.
- B. Each bid proposal form must give the full business address, business phone, fax, e-mail (if available), the contact person of the bidder, and be signed by an authorized representative as follows:
 1. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 2. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary, or other person authorized to bind the corporation in the matter.
 3. Bids by sole-proprietorship shall be signed by the proprietor.
 4. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

Payment

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

Discrepancy in Pricing

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

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

Award Timeframe

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

Equal or Tie Bids

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

Tax Exempt

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

Equivalent Product

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

Quantities

Quantities shown are approximate and the City reserves the right to decrease or omit quantities. The City will not consider minimums placed on order quantities. The City also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

Truth In Contracting

A. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

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

Additional Requirements

- A. The City will award the Contract or Contracts to the lowest responsive and responsible bidder N.J.S.A 40A:11-4. The City reserves the right to reject bids and to waive informalities in accordance with applicable laws, including but not limited to N.J.S.A. 40A:11-4(b) and (c), N.J.S.A. 40A:11-13.2 and N.J.S.A. 40A:11- 23.2, and, to award the contract or contracts in whole or any part thereof, also, the right to cancel the contract of any contractor who fails to perform faithfully any of its stipulations or in case of a willful attempt to impose upon the City, any material inferior to the quality required by the contract and any action taken therein shall not impair any right or claim of the City of Newark to damages for breach of contract.
- B. The City reserves the right to increase or decrease the amount of the contract to cover the actual requirements needed for the contract period. The City reserves the right to award contract(s) pursuant to these specifications to more than a single bidder, if, in the opinion of the City, the demand for goods and/or services is such as to require the use of more than one supplier in order to satisfy the constraints of quantity and timeliness.
- C. The vendor shall guarantee all items to be free of defect in material make-up and to be free of flaws. The vendor shall replace any and all items ascertained by the City to be flawed within forty-eight (48) hours after official notification of such, or as otherwise stated herein.
- D. No officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profit thereof, to be furnished or performed for the municipality, pursuant to N.J.S.A. 40:69A-163 and R.O. 1996 § 2:4-12.
- E. The bidder agrees that the goods and/or services to be provided under this agreement shall only be provided upon presentation to the bidder of a "Purchase Order" for such goods and/or services, authorized by the Purchasing Agent or authorized representative. The City shall bear no obligation to make payment for any goods and/or services provided by the bidder without such duly authorized documents. Award of any contract(s) pursuant to these specifications shall in all cases be subject to availability of funds duly appropriated for these purposes. Any contract(s) as awarded shall immediately cease to be in effect at such time as funds cease to be available for these purposes.
- F. Bidders shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti- Kickback Act" (40 U.S.C. 276c) and any amendments or modifications thereto.
- G. It is the strong desire of the Municipal Council that every effort be undertaken to ensure that employment opportunities be provided for Newark residents to fill positions identified within the scope of this contract. The vendor shall be required to file written employment reports on a quarterly basis throughout the term of contract with the Director of Central Purchasing and the Office of the City Clerk.

Interpretation

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City of Newark. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing through the Question/Answer Tab via the City's e-Procurement portal, on or before, Question &

Answer Submission Date by Question & Answer Submission Time. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the City or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the City of Newark of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

- C. No oral interpretation and/or clarification of the meaning of the specifications for any goods and services will be made to any bidder. All interpretations, clarifications any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders on record as following this ITB.

Addenda

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specifications and bid documents. Any addenda shall be posted on the City's e-Procurement Portal. Addenda notifications will be emailed to all persons on record as following this ITB. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid as submitted. The City of Newark's interpretations and corrections thereof shall be final.

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

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

Delivery of Goods and Services

Delivery shall be made upon receipt of a Purchase Order issued by the City of Perth Amboy Department of Purchasing, upon which delivery locations and needed quantities shall be indicated.

American Goods and Products

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

New Jersey Business Registration Requirements

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

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

Pay to Play Disclosure

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Statement of Ownership

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

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

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in

N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

Insurance Requirements

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the City. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the City. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability Details

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

SPECIFICATIONS AND SCOPE OF WORK

SCOPE OF WORK - LEASING OF OFFICE SPACE FOR COIN-OPERATED VENDING MACHINE SERVICES

1. General Requirements:

The contractor shall provide the City of Perth Amboy (hereinafter referred to as the City), candy, candy/snack, and cold/hot beverage automatic vending machine services at the locations specified herein in **the Schedule of Equipment and Locations**, and any other locations that may be added, in accordance with the provisions and requirements specified in this including product prices as specified in **the Pricing Proposal**

2. Specific Machine and Product Specifications

2.1 The contractor must, install, stock, and have all vending machines operational – and maintain ample stock of all products dispensed and sold in the vending machines by the dates specified in the contract.

2.1.1 *Upon written approval of the Purchasing Agent, the contractor may install and/or remove vending machines during the period approved which by then all vending machines must be in place, and operating in accordance with the provisions of this contract.*

2.2 The contractor shall install attractive new vending machines or vending machines refurbished to “like new” condition. The opinion of the City as to the acceptability of the refurbished vending machines shall be final and binding upon all parties.

2.3 Initial placement, and any replacement, of vending machines must be approved by the Buildings & Grounds Supervisor at the vending machine’s location.

2.3.1. All vending machines shall harmonize with the décor of the area. The contractor must contact the City (Purchasing Agent or Buildings & Grounds Supervisor), regarding color and placement.

2.3.2. All vending machines provided by the contractor must be of similar styling so as not to detract from the décor of the location where they are installed.

2.3.3 If requested by the City, the contractor shall remove and/or replace any vending machines, which, in the opinion of the City, have deteriorated to where the machine is not mechanically able to provide reliable service, or where in the opinion of the City, the exterior of the machine has so deteriorated as to the aesthetic appearance that it detracts from the décor. Additionally, the contractor shall remove and/or add vending machines under circumstances deemed warranted by the City.

2.3.3. **Change in Menu** The contractor will be responsive to reasonable departmental requests for a change in the commodities offered for sale.

- 2.3.4. **License/Fee- Under existing municipal Under existing municipal ordinances, vendors installing any type of vending machines are required to obtain a vending facility license for each City location where a machine will be placed at a cost of \$65 per location. In addition, vendors are required to obtain a vending machine license for each installed at each location at a cost of \$65.00 per machine. These will not be waived by the City.**

The website to obtain a vending facility license is

<https://www.perthamboynj.org/cms/one.aspx?portalId=11205008&pageId=12072980>

Upon notification of award of this contract the successful bidder(s) will required to submit to the City the appropriate license applications with corresponding application fees. Final award and execution of this contract is subject to approval and issuance of all applicable by the City.

- 2.4 The contractor must equip all vending machines with transaction counters, which cannot be reset.
- 2.4.1 The transaction counters must be such that a cumulative reading of all transactions and money collected in maintained for each vending machine in which all products are sold.
- 2.4.2 For each vending machine in which products are sold at different prices, the transaction counters must be such that a cumulative reading of all money accepted (less change returned) is maintained.
- 2.4.3 *Prices for all items must be clearly visible and MUST accept ONE/FIVE-dollar bills, coins, and card readers.***
- 2.5 The City shall have the exclusive right to select the various flavors or kinds of products to be vended. It is the intent of the City to insure the majority of products vended in these machines are nationally advertised name brands of the first quality.
- 2.5.1 If required in writing by the City, the contractor must remove products, which do not, in the opinion of the City, meet the required criteria.
- 2.5.2 In addition, if required in writing by the City, the contractor must furnish additional products in the vending machines as customer demands change and new products become available.
- 2.6 The contractor must mark and visibly display all perishable food products with an expiration date, and must immediately replace all such products that have expired.
- 2.7 The contractor is required to turn off the lights on selected vending machines, if requested by the City. **EQUIPMENT ADDITIONS AND/OR DELETIONS.** The City of Perth Amboy reserves the right to increase or decrease the number of vending machines, and the location of each machine, at contract prices, as conditions may warrant. The addition of new machines is at the sole discretion of the City. Contractor shall not refuse to place a machine at a City location without communicating, in writing, to the City the reason the machine cannot be placed. The contractor shall be required to remove the equipment at the end of the contract at his own expense.

- 2.8 **The city requires energy efficient vending machines.** The contractor must provide vending machines that earn the ENERGY STAR or EQUIVALENT RATING and meet the ENERGY STAR specifications for energy efficiency as outlines below. The vendor is encouraged to visit energystar.gov for complete product specifications and an updated list for qualifying products.

3. Specific Personnel and Service Requirements

- 3.1 The contractor shall furnish same day service or repair, seven (7) days per week and must service and stock vending machines to ensure that the vending machines never become empty of any product(s) or have products in them which have expired.

3.1.1 The contractor must have trained, competent repair persons within 4 to 8 hours to make repairs on the vending machines as needed. The contractor must give the name(s) and telephone number(s) of the service personnel to the City so that malfunctions may be reported immediately.

- 3.2 The contractor shall be responsible for refunds. A uniform system of refunding money acceptable to the City must be in operation at all times (i.e., the contractor must provide a workable system for refunding money to individual customers who insert money in a vending machine and receive no product in return or receive an expired product.)

3.2.1 The contractor must post basic instructions for refunds and/or reporting of malfunctions on each vending machine.

- 3.3 **All service employees of the contractor must wear distinguishable uniforms while working at the specified locations.**

3.4 The contractor must have demonstrated successful vending machine service similar to the service required herein at a location of the same size or greater.

4. Accounting Requirements:

On a monthly basis, the contractor shall return to the City a percentage commission of the total net sales for all vending machines. All commissions will be paid to the City within thirty (30) calendar days after the end of the previous sales month.

- 4.1 The total net sales shall be gross sales less sales tax. The percentage of net sales shall be that stated by the contractor in Bid Proposal Form.

4.1.1 Immediately upon award of the contract, the contractor shall submit to the City a schedule for the upcoming year which details the closing dates for each monthly period. Within ten (10) calendar days following each such monthly closing date, the contractor shall submit the appropriate commission payment and statement to the City and shall **make all commissions payable by check to the City of Perth Amboy, 260 High Street, Perth Amboy, NJ 08861, and Attention: Division of Purchasing Alma Benavides-Perez QPA, Purchasing Agent. All product prices quoted herein shall be FOB destination inside delivery.**

- 4.1.2 The contractor shall agree and understand that the City shall be financially damaged if it does not receive the appropriate commission payment within the required ten (10) days. Therefore, the contractor shall pay damages to the City in the amount of one percent (1%) per day of the total commission payment due for that monthly reporting period. Such damages shall be payable for each day that the commission payment is late.
- 4.1.3 The contractor shall be responsible for sales tax and shall deduct such from the gross sales before the commission is paid to the City.
- 4.1.4 The contractor must include with the monthly commission payment a detailed report of sales by vending machine including machine number, product, and beginning and ending reading of the transaction counters on each vending machine.
 - a. The contractor must submit a Vending Commission Settlement Report, unless an alternative form is provided by the City.
 - b. **Meter readings of all vending machines must be taken on a monthly basis.** The record must indicate the facility address vending machine location or identification (if multiple machines are located at that facility), and both the starting and ending gross sales amounts that will be used to calculate the commission payable to the City for that month. A verification of the meter readings must be signed by a designated City representative at each facility (to be determined upon execution of the contract).
- 4.1.5 The contractor must use generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants.
- 4.2 The contractor shall not charge more than the prices listed on the pricing list attached to the Pricing Proposal Sheet for each respective product for a period of twelve (12) months from the effective date of the contract. If, after the initial twelve (12) month period, the contractor requests a price change for any product due to extreme market fluctuations, the contractor must submit written requests and justification for any such change(s) to the City. The contractor must receive prior written approval of the new price from the City prior to actually changing the price.
- 4.3 If, in the opinion of the City, any vending machine or group of vending machines are not producing sufficient revenue at any time during the contract period and if so requested by the City, the contractor shall install different or additional vending machines or remove certain vending machines in an effort to produce sufficient revenue. The contractor may be required to substitute, add, or remove vending machines at any location managed by the City and shall comply upon written notification from the City.
- 4.4 The contractor shall agree that each time the vending machines are restocked, serviced, or otherwise attended by the contractor or his employees, the City and/or its designee may conduct a vending count to record the number of sale items in the vending machines prior to and/or following any restocking/servicing.

4.5 The contractor shall agree that on any business day the City may request that the contractor, or one of the contractor's representatives, appear at the specified location and open any or all vending machines and permit the City and/or its designee to count and determine the amount of money in any or all vending machines at the location. The City will give a minimum of four (4) hours' notice of each such inspection.

4.6 The contractor shall agree that the City and/or its designee may audit, examine, and copy any and all books, records, and information relating to the operation of vending machines at the location.

4.6.1 The contractor shall keep and maintain all records for a minimum of five (5) years or until audited by the City, whichever occurs first.

5. **Other Requirements**

5.1 "Or Equal" Clause – Wherever the term "or equal" appears in this document where any products is designated by the name of the manufacturer or vendor, or by a proprietary or trade name the standard products or manufacturers other than those specified may be accepted provided that, in the opinion of the City, the offer is based on the furnishing of a product which is substantially equivalent to the product designated considering design, strength, durability, usefulness, efficiency, quality, and convenience for the purpose intended. The contractor must submit to the City the type of vending machines substituted, if other than as specified, by location, type of machine, manufacturer and model number, and items to be dispensed. The City must be advised and approve any such substitutions in writing prior to installation of any such machines.

5.2 Title to the vending equipment required by the contract shall be held by and vested in the name of the contractor. The City shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

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

Name of Company\Vendor _____

Name of Proposer _____

Title _____

Signature _____

Date: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges its receipt of the below-listed notice(s) of revisions, clarifications and/or addenda to the RFP. 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: _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Business: _____

Address of Business: _____

Name of Person Completing this Form: _____

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

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

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

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

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

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

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

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

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

Part II

- The list below contains the contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- or**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

Pages attached with the name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

or

Submit here the links to the websites (U.R.L.S.) containing the last annual filings with the Federal Securities and Exchange Commission or the foreign equivalent.

and

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

Part IV: Certification

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

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

(Type or Print Name of Affiant under Signature)

NOTARY PUBLIC

MY COMMISSION EXPIRES:
_____, 20_____.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RESPONDENT'S NAME: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or response or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

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

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

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

NAME: _____

Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____ Respondents Contact

Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the City of Perth Amboy is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City to notify the City of Perth Amboy in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Perth Amboy, New Jersey and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature:

_____ Date:



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

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

SNACK AND BEVERAGE VENDING MACHINE SERVICES

PRICING PROPOSAL

YEAR ONE (1)

Line Item	Commodity Code	Location	Snack Machine	Commission Percentage %	Beverage Machine	Commission Percentage %	No Bid
1	Police	365 New Brunswick Avenue	1		1		
2	Fire Department	375 New Brunswick Avenue	1		1		
3	Municipal Court	361 New Brunswick Avenue	1		1		
4	Dept Public Works	599 Fayette Street	1		1		
5	Teen Center	56 Brighton Avenue	1		1		
6	Senior Center	1 Olive Street	1		1		
7	Library	196 Jefferson Street	1		1		
8	Parking Utilities	151 Jefferson Street	1		1		
9	Harborside Marina	260B Front Street	1		1		
10	City Hall	260 High Street	1		1		

Name of Company

Name of Person Completing Bid

Date _____

***** Please note that a price sheet with the name and brand of all the products to be sold must accompany the Bid packet.**

***** Upon notification of award of this contract the successful bidder(s) will required to submit to the City the appropriate license applications with corresponding application fees. Refer to 2.3.4.**

SNACK AND BEVERAGE VENDING MACHINE SERVICES

PRICING PROPOSAL

YEAR TWO (2)

Line Item	Commodity Code	Location	Snack Machine	Commission Percentage %	Beverage Machine	Commission Percentage %	No Bid
1	Police	365 New Brunswick Avenue	1		1		
2	Fire Department	375 New Brunswick Avenue	1		1		
3	Municipal Court	361 New Brunswick Avenue	1		1		
4	Dept Public Works	599 Fayette Street	1		1		
5	Teen Center	56 Brighton Avenue	1		1		
6	Senior Center	1 Olive Street	1		1		
7	Library	196 Jefferson Street	1		1		
8	Parking Utilities	151 Jefferson Street	1		1		
9	Harborside Marina	260B Front Street	1		1		
10	City Hall	260 High Street	1		1		

Name of Company

Name of Person Completing Bid

Date _____

***** Please note that a price sheet with the name and brand of all the products to be sold must accompany the Bid packet.**

*****Upon notification of award of this contract the successful bidder(s) will required to submit to the City the appropriate license applications with corresponding application fees. Refer to 2.3.4.**

SNACK AND BEVERAGE VENDING MACHINE SERVICES

PRICING PROPOSAL

YEAR THREE (3)

Line Item	Commodity Code	Location	Snack Machine	Commission Percentage %	Beverage Machine	Commission Percentage %	No Bid
1	Police	365 New Brunswick Avenue	1		1		
2	Fire Department	375 New Brunswick Avenue	1		1		
3	Municipal Court	361 New Brunswick Avenue	1		1		
4	Dept Public Works	599 Fayette Street	1		1		
5	Teen Center	56 Brighton Avenue	1		1		
6	Senior Center	1 Olive Street	1		1		
7	Library	196 Jefferson Street	1		1		
8	Parking Utilities	151 Jefferson Street	1		1		
9	Harborside Marina	260B Front Street	1		1		
10	City Hall	260 High Street	1		1		

Name of Company

Name of Person Completing Bid

Date _____

***** Please note that a price sheet with the name and brand of all the products to be sold must accompany the Bid packet.**

*****Upon notification of award of this contract the successful bidder(s) will required to submit to the City the appropriate license applications with corresponding application fees. Refer to 2.3.4.**

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 RFP, and that all statements contained in the proposal and in this affidavit are true and correct, and made with full knowledge that the City of Perth Amboy relies upon the truth of the statements contained in the proposal and in the statements contained in this affidavit in awarding a contract for said engagement.

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

SUBSCRIBED AND SWORN

BEFORE ME THIS _____ DAY

OF _____, 20 _____.

(Type or Print Name of Affiant under Signature)

NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____, 20_____.

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

EXHIBIT A
(CONT)

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

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

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

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

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

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

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

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

Goods and General Service Vendors

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

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

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

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

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

Acknowledged:

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

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

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

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

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

Acknowledged:

Name: _____

Signature: _____

Date: _____

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. **Provide a list of equipment**

Name of Bidder: _____

By: _____ (Signature)

Name of above: _____ (Print)

Title: _____ Date: _____

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

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

I am _____, an officer of the Respondent firm of _____ submitting a Response to the RFP in the above matter, and I executed the said RFP 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 RFP 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 RFP be suspended or revoked, Respondent shall immediately notify the City.

Name of the Firm (Print or Type)

Signature of Authorized Representative/ Title

(Type or Print Name of Authorized Representative Affiant)

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

Notary Public of New Jersey

My Commission Expires _____, 20 _____.

CITY OF PERTH AMBOY

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

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

Name of Respondent

Address

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

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

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

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

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

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

Signature

Type or Print Name

Date _____, 20____

Title

REQUEST FOR REFERENCES

Name _____

Address _____

Telephone _____

Email _____

Name _____

Address _____

Telephone _____

Email _____

Name _____

Address _____

Telephone _____

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Name _____

Address _____

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