CITY OF PERTH AMBOY

INVITATION FOR BIDS

CLEANING AND JANITORIAL SERVICES

CONTRACT TERM

January 1, 2027, through December 31, 2027

SUBMISSION DUE DATE: Tuesday, November 10, 2026, at 11:00 A.M.

QUESTIONS DUE DATE: Thursday, November 5, 2026, at 11:00 A.M.

ADDRESS ALL PROPOSALS TO:

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

ATTN: ALMA BENAVIDES-PEREZ
PURCHASING AGENT

CITY OF PERTH AMBOY
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the City of Perth Amboy on **TUESDAY, NOVEMBER 10, 2026, at 11:00 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:

Cleaning and Janitorial Services

The Purchasing Division encourages vendors to Mail in your bid responses in a timely manner via USPS, UPS and FedEx, etc. If they must be hand-delivered, potential bidders may drop them off at the Purchasing Office located on the 2nd Floor. Enter through the Market Street Entrance of the City Hall Building, 260 High Street, Perth Amboy, New Jersey 08861 and proceed to the second Floor.

The bid opening will be conducted in person in the Council Chambers. During the bid opening process, the bidders will be announced as well as the bid amounts. A bid review providing unit prices will not take place at the openings. Instead, this information will be posted, as always, to the Purchasing webpage once available.

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the **"BID TITLE NAME & CONTRACT #**" on the outside, and addressed to Alma Benavides-Perez, Purchasing Agent, at the address above.

Specifications and instructions to bidders may be obtained at the Purchasing Office or the City's website at www.perthamboynj.org. under Legal Notices

No bids will be received after the time and date specified, and no bids will be received by email. The owner shall award the Contract or reject all bids within 60 days of bid opening, except that the bids of any bidder, whose consent thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

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.

Each bidder must submit with his bid a signed certificate stating that he owns, leases, or controls all necessary equipment required to accomplish the work shown and described in the Contract Documents. Should the bidder not be the actual owner or lease of such equipment, his certificate shall state the source from which the equipment will be obtained and, in addition, shall be accompanied by a signed certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the Contract for which it is necessary. The bidder shall comply with the documentation requirements set forth in the Article of the Information for Bidders, entitled, "Bidders Responsibility".

Successful bidders will be required to submit proof of insurance on or before execution of their respective Contracts as explained in the Contract Documents.

Bidders are required to comply with all relevant Federal and State Statutes, Rules and Regulations including but not limited to the applicable provisions of Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d-2000D-4A), the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law against Discrimination, N.J.S.A. 10:5-1, et seq., the rules and regulations promulgated pursuant thereto, the State requirements for bidders to supply statements of ownership (N.J.S.A. 52:25-24.2) and the State requirement for submission of the names and addresses of certain subcontractors (N.J.S.A. 40A:11-16).

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.

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.

Any questions can be sent by email to ProcurementQPA@perthamboynj.org not later **Thursday, November 5, 2026, at 11:00 A.M.** No questions will be accepted after this date.

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).

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

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 follow:
- 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 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 bidder fails to enter into contract pursuant to statute. Failure to submit 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 cause for rejection of the bid.

C. ☒ **PERFORMANCE BOND**

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 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 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 ProcurementQPA@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 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 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 damages 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. 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 three (3) years 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 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.

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 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 statue (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_reg.html.

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

10. 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.

11. 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.

12. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

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.

13. 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.

14. 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.

15. 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, has been listed.

The included State of Ownership 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.

16. 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 any one person and $3,000,000.00 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 any one person and $3,000,000.00 any one accident for bodily injury and $3,000,000.00 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.

17. 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 the 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 the 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 hereunder, 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.

18. 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.

19. 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.

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

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

22. 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.

23. 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 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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

30. 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.

31. 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.

32. 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.

33. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

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. 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 awards 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.

SCOPE OF SERVICES AND SPECIFICATIONS

GENERAL SPECIFICATIONS:

SPECIFICATIONS FOR JANITORIAL SERVICES

It is the desire of the city of Perth Amboy to provide cleaning services for a contract period of one (1) year with two (2) one (1) year options to renew:

Cleaning schedule times will vary and will be determined by the city per below location.

1. City Hall, 260 High St. Times TBD by the City
2. Department of Public Works, 599 Fayette St.
3. Fire Headquarters, 375 New Brunswick Ave. Times TBD by the City
4. Jankowski Community Center, 1 Olive St.
5. Municipal Court, 365 New Brunswick Ave. Times TBD by the City (8am to 12pm)
6. Recreation Offices, 215 Elm St.

All contractors will be required to complete any project/service started while under contract with the City of Perth Amboy. If a new contractor is awarded, they will not be responsible for incomplete projects/service. Final payment will not be released until the service is completed as per terms of contract.

INTENT OF SPECIFICATION

It is the intent of this specification that buildings be kept neat and clean at all times. These minimum specifications should, therefore, be referred to as a guide for, rather than a limitation to, the services required to maintain the buildings effectively. The buildings are to be staffed accordingly to maintain a satisfactory condition of cleanliness.

The Contractor will furnish all labor and equipment to perform the following services except as noted. The cleaning schedule and times may vary throughout this contract.

NOTES:

- Daily, Bi-weekly, Monthly, Annual services are for all Facilities which can changed and will be determined by the City. City Hall, Fire Department and any other facility deemed by the city that have specialty services will vary because of the nature of the operations.
- Under no circumstances are mop buckets to be left with standing water, they are to be emptied, cleaned, mop standing upright.
- All janitorial closets, storage areas are to be kept neat and orderly at all times.
- Please refer to the **Specifications for Janitorial Services** for **Intent of Specifications, Staff Requirements.**

- The Contractor, shall use the cleaning chemicals supplied by the City. The chemical dispensers are located in Janitorial closets at each facility. Any cleaning product brought in by the contractor (not supplied by the city) **must** be properly labeled as indicated in the New Jersey Worker and Community Right To Know Act (N.J.A.C. 8:59-5.1 and 5.2) including all diluted and special cleaning mixtures.

- ALL WINDOWS TO BE CHECKED AND LOCKED, ALL LIGHTS TO BE TURNED OFF AT END OF SHIFT.

- **BURGLAR ALARM SYSTEM:** Where applicable, alarms are to be armed at the end of each shift before leaving the Facility.

- **THE CONTRACTOR** will be responsible for the codes to the alarm system or offices that require a code to enter. Upon termination of any employee who has access to this code, the contractor will immediately notify the City (Division of Buildings & Grounds) of such termination allowing the City to change the code.

- The contractor will be responsible for all keys assigned to them throughout the contract. Any cost incurred by the City due to lost keys, such as core changes, cylinder changes, re-keying, etc. will be passed onto the contractor.

DAILY WASHROOM SERVICES

- Clean and sanitize all rest rooms. Clean and disinfect all fixtures which include toilet seats, bowls inside and out, wash basins/sinks, dispensers and parts thereof.
- Clean all bright work, flush ohmmeters, faucets etc.
- Clean all mirrors
- Remove spots/splashes from walls and stalls as needed
- Empty all waste containers and disposals, insert new liners as needed.
- Wash and disinfect all floors including corners, and shower floors where applicable.
- Replace toilet tissue, hand towels in all restrooms and break/kitchen areas as needed.

DAILY FLOOR CARE SERVICE

- All floors shall be thoroughly swept and damp-mopped using only environmentally friendly, Green Seal-certified cleaning products supplied or approved by the City. The use of Fabuloso, Pine-Sol, or any other non-approved cleaning chemicals is strictly prohibited. Green cleaning products must be used to maintain cleanliness while minimizing environmental and health impacts. Wet floor signs shall be placed in all affected areas and remain in place until the floors are completely dry to prevent slips, trips, and falls.
- Vacuum all carpets including carpets mats at all entrances and exits.
- Sweep all stairways

BI-WEEKLY (ONCE EVERY TWO (2) WEEKS)

- Clean and polish all bright work, woodwork etc. in elevators

MONTHLY SERVICES

- Clean all rest room partitions and parts thereof
- Clean all appliances, vending machines in all locations
- Clean all hand rails, and all brass and parts thereof in main stairway/rotunda area. (Municipal Court only)

ANNUAL SERVICE

- Where applicable, strip and wax VCT floors at each Facility. Dates TBD by City
- Where applicable Carpet cleaning at each Facility

SPECIFIFC JANITORIAL DUTIES FOR CITY HALL 260 HIGH STREET

DAYS AND HOURS ARE AS FOLLOWS:

Monday through Friday time TBD (any time that is beyond the scheduled hours as a result of long or extended meetings will be billed separately at the overtime rate). **(The City reserves the right to return to its former schedule of 5 pm to 11 pm, with at least 30 days advance notice.)**

- **ALL ENTRANCES ARE TO BE LOCKED AT 5 PM SHARP** with the exception of meeting nights, the Market Street side entrance stays open for the duration of the meeting. (During meeting dates, the door located in the elevator hallway which leads to the Tax Collector's Office will also need to be secured).
- **ANNEX BUILDING (AREA #2)** is to be cleaned first starting in the Comptroller's Office (Time TBD)

DAILY SERVICES (ALL LOCATIONS):

- Empty all wastepaper baskets and recycling receptacles. Replace liners as needed. Empty shredding machine throughout the Facility
- Dust all office furniture, equipment, cabinets, bookcases, shelves, desks, chairs, all horizontal surfaces, sills, ledges, moldings, picture frames etc. Disinfect handrails as needed.
- Clean counters, conference room tables, desks (when cleared), and sinks in kitchen / break room areas.
- Spot clean door frames, light switches, push plates and pulls. Disinfect doorknobs as needed.
- Clean all glass entrance areas, as needed.
- Clean elevator floors, walls, and doors. Disinfect elevator buttons.
- Clean and sanitize drinking fountains
- All first and second floor offices and carpeted areas to be vacuumed
- All hallways and stairways to be swept and mopped.
- In case of inclement weather, entries, and floors are to be cleaned accordingly

NOTES:

- **ALL WINDOWS TO BE CHECKED AND LOCKED, ALL LIGHTS TO BE TURNED OFF AT END OF SHIFT.**
- **BURGLAR ALARM SYSTEM** to be armed/activated in area # 1 & area # 2 (area #1 = the main building, area #2 = Annex building). Each area to be armed at the completion of cleaning in said area. The system (area # 1 and area # 2) must be armed before exiting the building.
- **THE CONTRACTOR** will be responsible for the code to the alarm system. Upon termination of any employee who has access to this code, the contractor will immediately notify the City (Division of Buildings & Grounds) of such termination allowing the City to change the code.
- **HOURS OF SERVICE** – the contractor shall be required to stay extra hours if required as a result of long meetings in order to clean area in concern, activate alarm, and to secure building for the next business day

GARBAGE AND RECYCLING:

All garbage and recycling containers are located in rear parking lot next to the Annex building entrance.

- Garbage is to be placed in the automated **GREEN CONTAINERS**. Garbage is picked up twice a week, Tuesday and Friday. **Garbage must be put out Monday night for Tuesday pick up and Thursday night for Friday pick up.**

- All recycling is to be place in the automated **BLUE CONTANERS. (Single stream recycling, paper, cardboard, bottles, cans, plastic, etc. all go into the same container)**. Recycling is picked up once a week, Wednesday's. **Recycling must be put out on Tuesday night for Wednesday pick up.**

- Garbage & recycling containers are to be placed along the curb on Market St. at the apron of the parking lot.

KEYS:

- Keys for all exterior doors and offices on the 1st & 2nd floors are located in the basement Janitorial Closet. Contractor will be supplied with a key to the Janitorial closet. All keys must be returned back to the closet and locked up at the end of shift. Under no circumstance shall the contractor or its employees take the keys home for any reason.

- The contractor will be responsible for all keys. In the event a key or keys are lost, the contractor at its own expense, shall replace lost key/keys, cylinders, and lock sets associated to that key/keys.

MEETINGS:

Typically all meetings start at 7 pm with the exception of Caucus and City Council meetings (5:30 pm), BIC meetings (4 pm), and special meetings at various times. All Meetings and times are subject to change without notice.

- **TYPICAL MEETINGS:**
  - ✓ CAUCUS and COUNCIL – 2nd & 4th Wednesday of each month except during July, August, and December, on 2nd Wednesday only.
  - ✓ REDEVELOPEMENT (PARA) – 1ST Tuesday of each month
  - ✓ BIC – 2nd Tuesday of each month excluding August
  - ✓ PLANNING BOARD – 1ST Wednesday of each month
  - ✓ HISTORIC PRESERVATION – Dates and time TBD
  - ✓ ZONING BOARD – 2nd Thursday of each month

- **SPECIAL MEETINGS:**
  - ✓ OECD/CDBG MEETINGS – Dates and time TBD
  - ✓ OECD/CDBG GRANTS MEETINGS – 2 to 3 public meetings a year, dates and time TBD
  - ✓ OECD /GREEN TEAM MEETINGS – Dates and time TBD
  - ✓ Any other meetings TBD on an as needed basis during the calendar year

In case of emergency Call 911 non-emergency contact the Police Department 732-442-4400
Also contact Daniel Cleaver Maintenance superintendent cell 848-565-7678

IF YOU WOULD LIKE TO VISIT THE SITE PLEASE CONTACT:
Daniel Cleaver, Maintenance Superintendent
Monday through Friday 7:30 am to 2:30 pm
Office: 732-826-2010 ext. 4212
Cell: 848-565-7678
E-mail: dcleaver@perthamboynj.org

SPECIFIC JANITORIAL SERVICES FIRE HEADQUARTERS
375 NEW BRUNSWICK AVENUE

1st Floor

- **Code Enforcement Main Office, Communications Room, and All Restrooms:**
  - Clean in accordance with the daily cleaning and restroom service requirements.

- **Communications Room:**
  - Empty garbage and recycling receptacles daily. Vacuum and dust weekly.

2nd Floor

- **All Restrooms:**
  - Clean in accordance with the daily restroom service requirements.

3rd Floor

- **All Offices:**
  - Clean in accordance with the daily cleaning and restroom service requirements, five (5) days per week, Monday through Friday.
- **Break Room/Lounge:**
  - Clean biweekly or as needed, excluding classrooms.

Basement/Lower Level

- **VCT Flooring:**
  - Sweep and damp-mop in accordance with daily cleaning requirements or as needed, depending on the use of the area.
- **VCT Floor Stripping and Waxing:**
  - Perform annually during the spring. The specific service date shall be determined by the City.

Elevators

- Vacuum and dust daily.
- Clean and polish all brightwork, woodwork, and other applicable surfaces weekly.

Stairways

- Sweep and dust all stairways and clean railings biweekly or as needed.

Green Cleaning Requirements

- All floors shall be thoroughly swept and damp-mopped using only environmentally friendly, Green Seal-certified cleaning products supplied or approved by the City. The use of Fabuloso, Pine-Sol, or any other non-approved cleaning chemicals is strictly prohibited.
- Wet floor signs shall be placed in all affected areas and remain in place until the floors are completely dry to prevent slips, trips, and falls.

PROPOSAL FORM

JANITORIAL CLEANING SERVICES

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

Monthly Fee $ _____

Annual Fee $_____

Additional Rate Per Hour $_____

Company Name _____

Address _____

_____ _____

Signature of Authorized Agent **Type or Print Name**

Title: _____ _____

Date

_____

Telephone Number

_____ _____

Fax Number **Email Address**

CITY OF PERTH AMBOY

EXCEPTIONS

For each exception, the bidder must identify the specific section of specifications by providing the number and title the exception applies to. It is the responsibility of the bidder to document the equivalence claim in writing. Submitting product brochures is not an acceptable claim of equivalence.

(IF NONE SO STATE)

USE ADDITIONAL SHEET IF NECESSARY

CITY OF PERTH AMBOY
BID DOCUMENT CHECKLIST

Submission Requirement	***Initial items submitted with Bid***
One (1) Copy of the Proposal and One (1) USB	
Cost Proposal ***MUST BE INCLUDED WITH PACKAGE***	
Acknowledgement of Receipt of Revisions or Addenda – ***Non-Curable MUST BE SIGNED***	
Stockholder Ownership Disclosure Certification - ***Non-Curable MUST BE SIGNED***	
Subcontractor Listing- ***Non-Curable MUST BE SIGNED***	
Disclosure of Investment Activities in Iran	
Certification of Non-Involvement in Prohibited Russia or Belarus	
Affidavit of Non-Collusion	
Proof of N.J. Business Registration {BRC} (Bidders & Sub-Contractors)*	
Statement of Bidders Qualifications	
Equipment Certification	
W-9	
References & Status of Present Contracts	
Drug Free Work-Place Certification	
Certification of No Disciplinary Sanctions or Professional Negligence	
Professional Service Entity Information Form	
Affidavit of no Disciplinary Sanctions or Debarments	

Americans with Disability Act of 1990 Language		*New Jersey Anti-Discrimination Provisions*	
Mandatory Equal Employment Opportunity Language		*Affirmative Action Language Signed*	
Performance Bonds	*N/A*	*Bid Guarantee*	*N/A*
Maintenance Bonds	*N/A*	*Consent of Surety*	*N/A*
Payment Bond	*N/A*	*The Public Works Contractor Certificate*	*N/A*

Name _____ Signature _____

Company _____ Date _____

STATUTORY AND OTHER REQUIREMENTS
INSURANCE AND INDEMNIFICATION

INSURANCE REQUIREMENTS

Professional Liability Insurance

A successful applicant must provide the City at the time of contract with evidence of professional liability insurance coverage in the minimum amount of $500,000 that shall be maintained in full force during the life of the contract.

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.

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_____.

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: _____

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. I7:27-5.2, 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: _____

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: _____

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[i]") 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).

NJ Rev. 1.22.2024

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
SS:
COUNTY OF _____

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_____.

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 _____

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an ***INDIVIDUAL***, sign name and give the following information:

Name:_____

Address:_____

Telephone No.: _____ Tax Identification No.:_____

Fax No.: _____ E-Mail address: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Professional Service Entity is a ***PARTNERSHIP***, give the following information:

Name of Partners:_____

Firm Name:_____

Address:_____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail address: _____

Tax Identification No. _____

Signature of authorized agent: _____

If the Professional Service Entity is ***INCORPORATED***, give the following information:

State under whose laws incorporated: _____

Location of principal office:

_____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail address:_____

Name of agent in charge of said office upon whom notice may be legally served:

_____

Telephone No.: _____Name of Corporation: _____

Signature: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Revised July 20, 2023 per P.L. 2023, c.60

CITY OF PERTH AMBOY

Certification Of Compliance With The City Of Perth Amboy's Ordinance Governing Significant Public Building Construction Contracts Requirements

_____

Name of Respondent

_____

Address

I, _____of full age, certify as follows:

1. I am an authorized representative of the above named Respondent.

2. On behalf of the above named Respondent, I have read Article IV, Significant Public Building Construction Contracts Requirements, §98.30 et seq., of the Perth Amboy City Code (the "City Significant Contracts Ordinance"), attached hereto, and certify, under penalty of perjury, that:

a) I understand the Requirements set forth in §98.31, and more particularly the contents of the Contractor Responsibility Certification as set forth at Paragraph G of §98.31;

b) Respondent is in compliance with the requirements of §98.31 and more particularly with the statements contained in Paragraph G, Items 1 through 11, thereof on behalf of Respondent.

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

ARTICLE IV
Significant Public Building Construction Contracts Requirements

§ 98-30. Preamble.

The City of Perth Amboy (the "City") has experienced considerable difficulties in securing qualified and reliable contractors and project professionals to complete and oversee significant construction projects in a timely and workmanlike manner, consistent with the terms and specification of the publicly awarded contract, thereby resulting in delays and cost overruns that have been detrimental to the residents of the City.

The City recognizes that there is a need to impose greater controls over significant public construction to ensure that the work is performed by responsible, qualified firms that maintain the capacity, expertise, personnel, and other qualifications and resources necessary to successfully perform and oversee public contracts in a timely, reliable and cost-effective manner.

In order to effectuate the purpose of selecting responsible contractors and project professionals for significant public contracts and to protect the City's investments in such contracts, prospective contractors, subcontractors and project professionals should be required to meet pre-established, clearly defined, minimum standards relating to contractor responsibility, including requirements and criteria concerning technical qualifications, competency, subject matter expertise, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past project performance of similar magnitude, as well as safety, law compliance and business integrity.

Due to the impact that skilled construction craft labor can have on public works projects, it is advisable to require contractors and subcontractors to participate in established, formal apprenticeship training programs as a condition of bidding, for the purpose of both promoting successful project delivery and encouraging fair business, employment and training practices that can have a positive impact on local communities affected by such contracts.

Due to the impact that Construction and Project Managers, Architects and Engineers ("Project Professionals") can have on the timely, economical and proper completion of significant construction and maintenance contracts, it is advisable to require that such individuals and entities demonstrate the necessary qualifications, experience and financial capacity to competently perform the required contract services.

§ 98-31. Contractor requirements established.

The following shall be required of all contractors bidding and submitting Responses on significant public building construction contracts within the City of Perth Amboy and all project professionals seeking contracts to assist or oversee significant public building contracts:

A. The City shall require compliance with the provisions of this Article by business entities seeking to provide services to the City as specified herein. The requirements of this Article are intended to supplement, not replace, existing contractor qualifications and performance standards or criteria currently required by law, public policy or contracting documents. In the event of any conflict between this Article, any other laws, public policy or contracting documents, the stricter provisions thereof shall apply, to the extent permitted by law.

B. All construction contractors and subcontractors ("firm(s)") that perform work on any significant public work project, including building construction, alteration, or renovation, work, shall meet the requirements of this Article. For the purposes of this Article, "significant public work" shall be that which has a contract value of three hundred thousand dollars ($300,000.) or more.

C. Any architect, engineer, construction manager or project manager ("project professional") that performs work in connection with any significant public work project, including building construction, alteration or renovation work, shall satisfy the requirements of this Article that relate to project professionals.

D. All firms and project professionals engaged in contracts covered by this Article shall be qualified, responsible contractors, subcontractors and project professionals that have sufficient capabilities in all respects to successfully perform the contracts on which they are engaged,

including the necessary experience, equipment, technical skills and qualifications, as well as financial, personnel and insurance resources. Firms bidding on public contracts, and project professionals seeking such contracts, shall also be required to have a satisfactory past performance record on projects of similar magnitude and a satisfactory record of legal compliance, integrity and business ethics.

E. As a condition of performing work on a significant public works contract subject to this Article, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a contractor responsibility certification at the time it submits its bid for a contract. Any project professional seeking a contract in connection with a significant public works project shall submit a project professional's certification with its Response.

F. The contractor and project professional responsibility certification shall be completed on a form provided by the City and shall reference the project for which a bid is being submitted by name and contract of project number.

G. In the contractor responsibility certification, the construction manager, general contractor, or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities. If the certifying entity or individual cannot confirm the accuracy of each of the following criteria, it may submit a statement of explanation on the City form and the governing body may evaluate those circumstances and, in its sole discretion, waive a particular criterion for good cause shown. The governing body's decision to exercise or not exercise its discretion to waive a criterion of this paragraph shall not be a basis to challenge the decision to award or not award a contract.

(1) The firm has all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including but not limited to licenses, registrations or certificates required to do (i) do business in the state; (ii) to do business in the City; and (iii) perform the contract work it seems to perform. These shall include, but not be limited to licenses, registrations or certificates for any type of trade work or specialty work which the firm proposes to self-perform.

(2) For construction contractors, the firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and for construction contractors and professionals, the firm meets any insurance requirements, as required by applicable law, services contract or contract specifications as applicable, including, without limitation, general liability insurance, workers' compensation insurance and unemployment insurance requirements.

(3) The firm has not been debarred by any federal, state or local government agency or authority in the past seven (7) years.

(4) The firm has not defaulted on any project in the past seven (7) years.

(5) The firm has not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past seven (7) years.

(6) The firm has not been cited for a willful violation of federal or state safety laws for the past seven (7) years.

(7) The firm and its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past ten (10) years.

(8) The firm has not within the past seven (7) years been found in violation of any law applicable to its contracting business, including but not limited to licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of one thousand dollars ($1,000.) or more.

(9) The firm will pay all craft employees that it employs on a project the current wage rates and benefits as required under applicable federal, state or local prevailing wage law under the Act.

(10) For a public works project with a contract value of two million dollars ($2,000,000.) or more, the firm participates in a Class A Apprenticeship Program for each separate trade

or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project. For purposes of this section, Class A Apprenticeship Program is an apprentice-ship program that is currently registered with and approved by the U.S. Department of Labor or the New Jersey Department of Labor and has graduated at least one (1) enrollee in each of the past three (3) years (if the program has been in existence for three (3) years; this requirement shall not apply until the program has been in existence for three (3) years, at which time compliance shall be required.)

(11) For a public works project with a contract value of two million dollars ($2,000,000.) or more, the firm will have on site at all times an employee with a minimum of ten (10) hours of OSHA training.

H. In the project professional responsibility certification, the construction manager, architect and engineer shall confirm its past performance and work history and its current qualifications and performance capabilities in accordance with the requirements of subsection G(1)-(8) of this section and that it has not been adjudged liable for professional malpractice in the prior seven (7) years. If the certifying entity or individual cannot confirm the accuracy of each of the following criteria, it may submit a statement of explanation on the City form and the governing body may evaluate those circumstances and, in its sole discretion, waive a particular criterion for good cause shown. The governing body's decision to exercise or not exercise its discretion to waive a criterion of this subsection shall not be a basis to challenge the decision to award or not award a contract.

I. The City may undertake a review process to determine whether the prospective awardee is a qualified, responsible contractor or project professional in accordance with the requirements of this Article, and other applicable laws and regulations and has the resources and capabilities to successfully perform the contract, including bank references of financial stability.

J. The City may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the City may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.

CITY OF PERTH AMBOY, NEW JERSEY

AFFIDAVIT OF NO DISCIPLINARY SANCTIONS OR PROFESSIONAL NEGLIGENCE

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 RFB in the above matter, and I executed the said RFB 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 RFB 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 RFB be suspended or revoked, Respondent shall immediately notify the City.

_____ v
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____