



BOROUGH OF CARTERET
61 COOKE AVE.
CARTERET, NEW JERSEY 07008
(732)541-3820

REQUEST FOR PROPOSAL VENDING MACHINE CONCESSION SERVICES

FAIR & OPEN PUBLIC SOLICITATION

SUBMISSION DEADLINE:

- **DATE:** WEDNESDAY, NOVEMBER 29TH, 2023
- **TIME:** 10:00 AM
- **PLACE:** MUNICIPAL COUNCIL CHAMBER
61 COOKE AVE
CARTERET NJ 07008
- **CLEARLY MARK ENVELOPE:**
"VENDING MACHINE CONCESSION SERVICES"

NOTICE TO BIDDERS

VENDING MACHINE CONCESSION SERVICES

The BOROUGH OF CARTERET is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(e), et seq. for **VENDING MACHINE CONCESSION SERVICES** for various locations within Borough Premises and buildings.

Sealed RFP responses will be received by the Purchasing Agent on **Wednesday, November 29th 2023 at 10:00 a.m.** in the Municipal Council Chamber, Municipal Building, 61 Cooke Ave, Carteret, New Jersey 07008, at which time and place responses will be publicly opened and read aloud for:

VENDING MACHINE CONCESSION SERVICES

Detailed Request For Proposals are on file at the Purchasing Dept, 100 Cooke Ave Carteret NJ 07008 2nd floor, between the hours of 8:00 am – 4:00 pm., Monday through Friday or can be downloaded from the Borough of Carteret's website: www.carteret.net.

Minimum Bid for right to provide the offered vending Machine Concession Services shall be a commission of not less than 35% of gross yearly vending machine sales paid monthly to the Borough.

All Professional Service Contractors are required to comply with the requirements of N.J.S.A. 10:5-33 et seq. Affirmative Action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contract and N.J.S.A. 52:25-24.2 (Disclosure of Ownership).

Unless otherwise provided, in any supplement to these instructions to respondent, no respondent shall modify, withdraw or cancel the proposal or any part thereof for sixty (60) days after the time designated for the receipt of proposal in the advertisement or Request for Proposal. For any questions regarding such, please contact Ricardo Llanos, Purchasing Agent at (732)541-3820.

Ricardo Llanos
Purchasing Agent
Borough of Carteret

1. Introduction

The Borough of Carteret is soliciting proposals through the competitive contracting process for **VENDING MACHINE CONCESSION SERVICES** for vending machines that are located within certain buildings that are owned by the Borough of Carteret.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Borough of Carteret, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, (hereinafter referred to as respondent or contractor) as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

A schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for the procurement are:

- Release of RFP: Tuesday, October 31st, 2023
- Proposal Due Date: **Wednesday, November 29th, 2023**

2.2 Proposal Submission Information

Submission Date and Time:

Wednesday, November 29th, 2023 at 10:00 a.m.

One (1) Original & Two(2) copies

Submission Office:

Borough of Carteret
Purchasing Agent
100 Cooke Ave.
Carteret, NJ 07008

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the two (2) copies.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Borough Representative for this Solicitation

Ricardo Llanos
Purchasing Agent
Borough of Carteret
61 Cooke Ave.
Carteret NJ 07008
732-541-3820

2.4 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions concerning the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda via one or more of the following methods: facsimile; e-mail; website; certified mail; or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.5 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.6 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

2.7 Statutory and Other Requirements

2.7.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.7.2 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. as identified in the documents attached hereto. The form shall be properly executed.

2.7.3 Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.7.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.7.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.7.6 N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

2.7.7 "Pay to Play" – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44a – 20:27)

- (1) Any business that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC.
- (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
- (4) If you have any questions please contact ELEC at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.7.8 Insurance and Indemnification

The contractor 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 incurred 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.

Types of Insurance

Vendors shall have workers compensation insurance and general liability insurance. General liability insurance limits at a minimum shall be \$1,000,000 per incident and \$3,000,000 in the aggregate.

2.8 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 RFP, the contractor agrees to extend the terms and conditions of this RFP, 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 Borough may solicit the goods and/or services from any bidder on this contract.

2.9 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.10 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.11 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.12 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner 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 owner under this provision.

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

2.13 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner 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 Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner 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 so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.14 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.15 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 4 Payments shall not total more than 90% of the maximum bid amount until the end of the contract period.
- 5 When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.16 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. Borough of Carteret 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 Borough to pay additional fees.

2.17 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 supplies on CD-ROM media compatible with the owner's computer operating system.

2.18 W-9

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

2.19 Multiple Awardees

The Borough reserves the right to award this contract to multiple persons and/or entities.

3. Scope of Work

The VENDING MACHINE CONCESSION SERVICES will consist of the following tasks:

Vending Machine Services will include, but are not limited to, the installation, operation, security and maintenance of vending machines and all necessary equipment, connections and auxiliary needs, stocking of products, restocking of products, and making refund requests. All machines must be insured and replaced if inoperable or broken. The location and minimum number of vending machines are as follows:

- Borough Hall, 61 Cooke Ave
 - 2 Machines
- Carteret Police Department, 230 Roosevelt Ave
 - 2 Machines
- Carteret Fire Department, 240 Roosevelt Ave.
 - 2 Machines
- Borough of Carteret Community Center, 100 Cooke Ave.
 - 2 Machines
- Borough of Carteret Parks Dept, Carteret Park Building
 - 2 Machines
 - Up to 4 other locations at the Borough's discretion

At a minimum Twenty-Five (25%) of the product in each snack machine must be deemed healthy. As used herein the term healthy includes the following food items: Cereal & Granola Bars, Pretzels. Multigrain or baked chips, seeds, nuts, protein bars, meal replacement bars, pretzels and yogurt. The term healthy drinks includes the following: protein drinks, meal replacement drinks, sports drinks such as Gatorade, milk, water and beverages that do not contain sugar or high fructose corn syrup. The Borough reserves the option to modify this requirement for the products at any or all machines at its sole discretion.

4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will be chiefly responsible for fulfilling the vendor's obligations to the Borough of Carteret. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Respondents should use this opportunity to explain why they are qualified for the role they seek. Please provide a list of (3) three clients for whom related services have been provided. Include the following in your response:

Name of government agencies or entities serviced,
Contact person's name, position, and current telephone number.
Dates, cost and scope of service.
Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the entity and their areas of responsibilities with respect to the services that are required of the successful applicant.

4.3 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted:

1. Proposal Cost/Signature Form
2. Non-Collusion Affidavit
3. Disclosure of Ownership Form
4. Insurance Requirement Acknowledgement Form
5. Affirmative Action Compliance Notice
6. Mandatory EEO Notice Acknowledgement
7. Americans with Disabilities Act of 1990
8. Certificate of Employee Information Report
9. Business Registration Certification
10. Professional Services Entity Information Form
11. Qualification Affidavit
12. Submission Form
13. Acknowledgement of Receipt of Addenda
14. Disclosure of Investments in Iran
15. Statement of Indebtedness
16. Agreement for Payment of Commodity
17. Letter of Intent
18. Letter of Qualification

4.4 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

4.5 Methodology

The proposal shall detail the respondent's processes and plans to perform the obligations required of it by this proposal and a related contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team (which will consist of the Health & Human Services Director, Administration and the Borough's Qualified Purchasing Agent) will review all proposals to determine if they satisfy the Proposal requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. The Borough reserves the right to award this contract to more than one vendor.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows: *(The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent).*

Experience in the field	Ability to Perform	Quality of Snacks, Drinks & Vending Machines	Cost/Commission Structure
10%	20%	20%	50%

Selection Criteria

Evaluation consideration will include the following:

1. Experience
2. Ability to Perform
3. Quality of Snacks, Drinks & Vending Machines
4. Commission Structure

5.4.1 Experience

Experience of the company shall be demonstrated by detailing previous instances when it has provided government agencies and or private entities with similar services.

5.4.2 Ability to Perform

This includes the ability of the respondent to perform all the tasks listed above and fulfill adequately the stated requirements. The respondent must demonstrate that it has adequate personnel with expertise in the appropriate fields. At a minimum, respondents must detail how they will provide for the installation, operation and maintenance of the subject vending machines.

5.4.3 Quality of Snacks, Drinks & Vending Machines

The respondent will detail all snacks and drinks that it will include in its vending machines throughout the Borough of Carteret. When responding be mindful of the health snack minimums.

5.4.4 Cost/Commission Structure

The respondent shall detail its commission structure and the methodology it will employ to track its sales and report them to the Borough. The respondent's monthly commission to the owner (Borough) shall be not less than 35% of the respondent's gross sales from all vending machines.

5.5 Term of the Contract

The successful respondent(s) shall be given a three (3) year contract. The Borough shall have the option of extending the agreement for two (2) additional one-year periods.

5.6 Contract Extension

Upon mutual agreement of the Borough of Carteret and the contractor an extension for three additional one-year contracts will be considered. The contemplated extension will be in accordance with the terms and conditions of the current contract.

5.7 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then generate a Purchase Order to the contractor.

**ALL OF THE
FOLLOWING
DOCUMENTS
MUST BE INCLUDED
WITH
PROPOSAL**

Borough of Carteret
CHECKLIST

PROFESSIONAL SERVICE: VENDING MACHINE CONCESSION SERVICES

SUBMISSION DATE: OCTOBER 24TH – TUESDAY

The following items, as indicated below (x), shall be provided with the receipt of sealed submissions:

Business Entity Disclosure Certification	_____X_____
Non-Collusion Affidavit	_____X_____
Disclosure of Ownership Form	_____X_____
Insurance Requirement Acknowledgement Form	_____X_____
EEO/Affirmative Action Compliance Notice	_____X_____
Mandatory Equal Employment Opportunity Notice Acknowledgement ...	_____X_____
Americans With Disabilities Act of 1990	_____X_____
Copy of your Certificate of Employee Information Report	_____X_____
Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue	_____X_____
Professional Service Entity Information Form	_____X_____
Qualification Affidavit	_____X_____
Submission Form	_____X_____
Acknowledgement of Corrections, Additions or Deletions Form	_____X_____
Disclosure of Investment Activities in Iran	_____X_____
Statement of Indebtedness Form	_____X_____

Reminder:

Please submit one (1) original (unbound) & two (2) copies of the sealed submission.

VENDING MACHINE CONCESSION SERVICES
PROPOSAL COST FORM/SIGNATURE PAGE

**TO THE BOROUGH OF CARTERET
BOROUGH COUNCIL:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

PRODUCT DESCRIPTION	LISTING OF SNACK & DRINK EXAMPLES	SNACK & DRINK PRICE RANGE
Snacks:		
Healthy Snacks:		
Drinks:		
Healthy Drinks:		
Commission Break-Down:		

(Corporation)
 The undersigned is a (Partnership) under the laws of the State of _____ having its
 (Individual)

Principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said 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 above named
project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the _____ relies upon the truth of the statements contained
in said Proposal

(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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 maintained by
_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

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 proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

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

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

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 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	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

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 **Borough of Carteret** 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 **Borough of Carteret** to notify the **Borough of Carteret** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting **Borough of Carteret** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

BOROUGH OF CARTERET
INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Borough Clerk's Office upon award of contract by the Municipal Council.

The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

Insurance

Vendors shall have workers compensation insurance for each employee assigned to perform work in connection with the service contemplated by this request for proposals. Said insurance shall be in an amount and in a form that is acceptable to the City's Corporation Counsel.

Vendors shall also have general liability insurance. Coverage limits shall be \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

*Vendor / Firm shall not commence operations until City has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

<hr/>	<hr/>
(Signature)	(Date)
<hr/>	
(Printed Name and Title)	

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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 applicable 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, 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 prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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

The contractor and the _____ of _____, (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. 5121 01 et seq.), which prohibits discrimination on the basis of 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. In the event that 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 any and 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 any and all charges for legal services and any 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 which 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 full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, 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.

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

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

The successful bidder shall submit to the public agency, 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 contractor 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. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.



The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

PLACE HERE
A COPY OF THE
CERTIFICATE OF
EMPLOYEE INFORMATION
REPORT

Gen. Reg. No. 6666


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 12-28-2006 to 12-15-2007

JORGENSEN,
10 SHERLOCK
WAYNE, NJ 07470

sample
only



John P. Kearney
State Treasurer

**PLACE AFFIRMATIVE ACTION
(Form AA302)
EMPLOYEE INFORMATION REPORT
HERE**

ONLY IF YOU DO NOT HAVE THE
CERTIFICATE OF EMPLOYEE INFORMATION
TO ATTACH AT THIS TIME

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

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:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) *subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) 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) 292-9292.

BOROUGH OF CARTERET

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
BOROUGH.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
070-097-3021500	0107300	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE	07/14/04	
TRENTON NJ 08611	<i>John S. Tully</i> Acting Director	
EFFECTIVE DATE:	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	
01/01/01		
FORM BRC(02-01)		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

BOROUGH OF CARTERET
ENTITY INFORMATION FORM

If the professional service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____
Address: _____
Telephone No.: _____ Social Security No.: _____
Fax No.: _____ E-Mail Address: _____
If individual has a TRADE NAME, give such tradename:
Trading As: _____ Telephone: _____

If the professional service Entity is a **PARTNERSHIP**, sign name and give the following information:

Name of Partners: _____
Firm Name: _____
Address: _____
Telephone No.: _____ Federal I.D. No.: _____
Fax No.: _____ E-Mail Address: _____
Social Security No.: _____
Signature of authorized Agent: _____

If the professional service Entity is an **INCORPORATED**, sign name and 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: _____ By: _____

QUALIFICATION AFFIDAVIT

The BOROUGH OF CARTERET reserves the right to reject the bid of any vendor who has previously failed to perform properly or to complete on time, contracts of a similar nature; who is not qualified to perform the contract; or who has repeatedly or without good cause failed to pay bills or otherwise failed to perform its obligations to subcontractors, materialmen, employees of this or any other government body or agency in similar contracts. In determining the lowest responsible bidder and its qualifications, the following elements, in addition to those above mentioned, will be considered; Whether the bidder (1) maintains a permanent place of business; (2) has adequate plant and equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience.

Each bidder must supply the following certified statement. Failure to do so shall be deemed a material defect in the bid, resulting in rejection of the bid:

State of New Jersey)
County of _____) SS:

I am the (President, Partner, Owner) of _____,
_____, the bidder herein.

I know that the bidder, _____,
has not previously failed to perform properly, or complete on time, contracts of a nature similar to that bid upon; is qualified to perform the contract; has not repeatedly or without just cause failed to pay bills or otherwise failed to perform its obligations to sub-contractors, materialmen, employees, of this or any other government or agency in similar contracts.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name

Subscribed and Sworn to
Before me this _____ day
Of _____ 2023.

Sign Name

Print Name

Notary Public of: _____
My commission expires: _____

Print/Type Title

BOROUGH OF CARTERET SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

2. References and record success of same similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

Note: Attach additional sheets as necessary.

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

Borough of Carteret

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Borough of Carteret is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Carteret to notify the Borough of Carteret 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. 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 Borough of Carteret and that the Borough of Carteret at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
BOROUGH OF CARTERET

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Borough of Carteret* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one year period preceding *October 25th 2023* to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor Daniel J. Reiman	
Vincent Bellino	
AJ Johal	
Susan Naples	
Jorge Diaz	
Dennis Dimascio	
Randy Krum	

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signature of Affiant: _____ Title: _____

Printed Name of Affiant: _____ Date: _____

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF CARTERET

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

q. The term “candidate committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term “joint candidates committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$200 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

### STATEMENT OF INDEBTEDNESS

Bidders shall provide as part of their bid a statement under oath that (a) they are not indebted to the BOROUGH OF CARTERET, (b) are not in breach of any contract previously awarded by the Borough and (c) are not a party to any pending action either at law or equity in which they are assessing an affirmative claim for damages or other relief against the Borough of Carteret. Failure to provide the required statement shall disqualify the bidder.

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Type or print name of affiant under signature)

Subscribe and sworn to

Before me this \_\_\_\_\_ day

Of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_