

MANDATORY AFFIRMATIVE ACTION CERTIFICATION – No contractor 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. The following information summarizes the full, required regulatory text of the law, available at http://www.state.nj.us/treasury/contract_compliance/.

A. Professional goods and service contracts NJ Dept of Treasury, Div. of Purchase & Property Contract Compliance and Audit Unit, EEO Monitoring Program: 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:

1. 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) (*Letter of Federal Approval*); or
2. A photocopy of a Certificate of Employee Information Report approval, issued pursuant to N.J.A.C. 17:27 et seq. (*Certificate*); or
3. 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 et seq.

B. Maintenance/construction contracts NJ Dept of Labor & Workforce Development, Construction EEO Monitoring Program: After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (*Form AA201*) available at http://www.state.nj.us/treasury/contract_compliance/ for completion by the contractor, in accordance with N.J.A.C. 17:27 et seq.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

AMERICANS WITH DISABILITIES ACT OF 1990–Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to Americans With Disabilities language 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 OWNER harmless (42 USC §12101 et seq.).

BUSINESS REGISTRATION ACT – N.J.S.A. 52:32-44 – Pursuant to N.J.S.A. 52:32-44, The City of Summit (“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 subcontractors(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other 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 the 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 into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-100 can be filed online at <http://www.state.nj.us/treasury/revenue/buregerecrt.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 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.

POLITICAL CONTRIBUTION DISCLOSURE (PAY-TO-PLAY) – Contractor is advised of the 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 the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

STANDARDS PROHIBITING CONFLICTS OF INTEREST – All contracts or purchase agreements made with the City of Summit must comply with NJ Executive Order No. 189 (1988) concerning standards prohibiting conflicts of interest on vendor activities.

“TRUTH IN CONTRACTING” – Pursuant to N.J.S.A. 2C:21-34 et seq.: Provisions of this law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts, and conflict of interest.

DOCUMENT RETENTION – Pursuant to N.J.A.C. 17:44-2.2: 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 made available to the New Jersey Office of the State Comptroller upon request.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – All contractors are required to comply with N.J.S.A. 52:32-55 through 59 and complete a certification form provided by the City of Summit. By signing this Purchase Order, vendor certifies neither the person signing or entity being signed on behalf of, nor any parent entity, subsidiary, or entity under common ownership or control with the vendor appears on the Office of Foreign Assets Control (OFAC) Specified Designations & Blocked Persons list pursuant to this section & is authorized to make this certification on its behalf.

PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS – All contractors are required to comply with N.J.S.A. 52:32-60.1 & complete a certification form provided by the City of Summit. By signing this Purchase Order, vendor certifies neither the person signing or entity being signed on behalf of, nor any parent entity, subsidiary, or entity under common ownership or control with the vendor appears on the Office of Foreign Assets Control (OFAC) Specified Designations & Blocked Persons list pursuant to this section & is authorized to make this certification on its behalf.

FEDERAL NON-DEBARMENT CERTIFICATION – Pursuant to N.J.S.A. 52:32-44.1, any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies.

PROMPT PAYMENT – Pursuant to N.J.S.A. 2A:30A-1 et seq (Construction) or N.J.S.A. 40A:11-19.1 (Goods or Services), payments will be approved at Regular Meetings of Common Council, schedule posted on the City of Summit website: www.cityofsummit.org, when all of the following occurs, unless otherwise notified in writing by the City:

- work is completed/goods or services are received and accepted by the City, and
- a properly formatted bill or invoice has been received by the City (the date of receipt will be the “billing date”, not the date on the bill or invoice); and
- a signed voucher has been received by the City from the vendor. Any signed vouchers submitted after 11:00 am on a Signed Voucher Submission Date (date TBD and posted on www.cityofsummit.org) will be processed in the next billing cycle.

ANTIDISCRIMINATION PROVISIONS

Pursuant to N.J.S.A. 10:2-1, Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which 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 contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender 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 contractor 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.

STATUTORY AND OTHER REQUIREMENTS - WHEN APPLICABLE

PREVAILING WAGE ACT– 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 the 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 will be 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 http://www.state.nj.us/labor/wagehour/wagehour_index.html.

THE NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT – The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the NJ Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

PUBLIC WORKS CONTRACTOR REGISTRATION ACT-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 proposal shall be registered at the time the proposal is submitted. 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 subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

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

The law defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage statute, N.J.S.A. 34:11-56.26. The term means:

- “Construction, reconstruction, demolition, alteration, custom fabrication, 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, custom fabrication, 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.state.nj.us/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 of registration.

COMPLIANCE – CODES – The contractor must comply with the New Jersey Uniform Construction Code (NJUCC) and the latest NEC70, B.O.C.A. Basic Building Code, OSHA, and all applicable codes for this requirement. The contractor will be responsible for securing and paying for all necessary permits, where applicable.

INSTRUCTIONS TO CONTRACTOR/VENDOR (CLAIMANT)

1. A responsible employee of the claimant's organization must sign, date, and indicate his/her official position on the front of this Purchase Order/Voucher in the “Claimant's Certification and Declaration” box for your claim to be processed.
2. No changes may be made to this order without prior written authorization from the City of Summit. This authorization must precede shipment of goods or performance of services. This Purchase Order may not be modified by any verbal understandings.
3. Unless all terms and conditions as specified herein are followed, payment will be withheld.
4. Purchase Order number must appear on all packages, invoices and shipping tickets. All deliveries are subject to inspection.
5. Upon fulfilling this order, send this original signed document and your invoice to the Department for which you provided the goods/services (“DELIVER TO” address).
6. All contracts are entered into subject to the availability and appropriation of sufficient funds. The City of Summit has the option to cancel any such contract if the above conditions are not met.
7. Payments will only be made against City of Summit payment vouchers. All goods or services are to be billed at the prices quoted.
8. The City of Summit is exempt from New Jersey state sales or use taxes or Federal excise taxes pursuant to N.J.S.A. 54:32B-9(a)(1). Therefore, no tax shall be included in the proposal price or invoice. The City of Summit's Tax Identification Number is 22-6002329.
9. State Law requires that public funds be used to pay only for goods delivered or services rendered. The City of Summit will not pay penalties, late fees, interest or service charges except as otherwise provided by law.
10. No employee of the City of Summit is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the City of Summit for any reason unless specifically authorized by formal action of the governing body, including, but not limited to, paying any additional fees.
11. All deliveries will be F.O.B. Destination and placement at locations specified by the City of Summit. The City of Summit will not accept any delivery of goods or performance of services C.O.D. Prices shall be net, including any charges for packing, crating, containers, etc. No additional charge will be allowed for any transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the City of Summit's using agency receiving the shipment shall govern. Defective or inferior items shall be replaced at the expense of the contractor. In case of rejected materials, the contractor will be responsible for return freight charges.
12. Employees and volunteers of the City of Summit are not permitted to accept gifts or gratuities.

TERMS AND CONDITIONS

COMPLIANCE – LAWS – The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed. It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY, COUNTY OF UNION.

INDEMNIFICATION AND INSURANCE REQUIREMENTS – The City of Summit, herein after referred to as the “Owner”, does not assume, and in fact, disclaims any liability for personal injuries or death of persons, including any employees of the Vendor/Contractor (and including any sub-contractors they may hire and herein after all referred to as the “Vendor/Contractor”) or any persons, and also for property damage. The Vendor/Contractor agrees to indemnify, defend and hold harmless, and waive subrogation against the Owner and its directors, officers, agents, employees and volunteers from and against any and all claims, liabilities, losses, damages, expenses, accidents and occurrences (including all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences) arising out of, relating to, or in connection with, all work performed by the Vendor/Contractor.

The Vendor/Contractor shall provide the owner with a Certificate of Insurance evidencing coverages written with an Insurance Carrier with an AM Best's rating of no less than “A”, providing for Commercial General Liability Insurance, including Products and Completed Operations Liability, Automobile Liability, and Workers' Compensation in such amounts as are reasonable in the circumstances. The General Liability and Automobile Liability insurance or the equivalent thereof, shall be in an amount at least equal to one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Workers' Compensation coverage providing at least Statutory Benefits as required by the State of New Jersey. To the extent that the Vendor/Contractor is self-insured or has selected a self-insured retention or deductible in any of its insurance coverages, the Vendor/Contractor agrees that such self-insurance, retention or deductible shall not affect the indemnification afforded by the Owner. The interest of the Owner as an additional insured must be clearly indicated on the Certificate of Insurance and a copy of that endorsement (CG2010 and CG2037, or equivalent) shall accompany the Certificate of Insurance, with the exception of Workers' Compensation.

The Vendor/Contractor hereby covenants and agrees that any and all agreements and/or arrangements which it makes with third-party vendors and/or contractors shall include an agreement by the relevant third-party to (1) indemnify the Owner, and its directors, officers, agents, employees and volunteers to the same extent as the indemnification of the Vendor/Contractor and (2) add the Owner as an additional insured on all relevant insurance policies. In connection with such requirement, the Vendor/Contractor hereby covenants to send the Owner copies of the proposed insurance and indemnity sections from all related agreements prior to the Vendor/Contractor execution thereof, with sufficient time for the Owner to review such sections and make any comments it may have thereon.

This section shall survive the termination of this Agreement but only with respect to the acts and omissions occurring during the term hereof.

LIABILITY – COPYRIGHT – The contractor shall hold and save the City of Summit, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of this contract.

PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor certifies that:

1. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
2. All equipment supplied to the City of Summit and operated by electrical current is UL listed where applicable.
3. For all equipment purchases, the contractor shall indicate the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material that is rejected for failure to meet the requirements of the contract.
4. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
5. All services rendered to the City of Summit shall be performed in strict and full accordance with the specifications stated in the contract/purchase order. The contract shall not be considered complete until final approval by the City of Summit's using agency is rendered.

DRUGS AND ALCOHOLIC BEVERAGES – It is strictly understood that the contractor and any of the employees of the contractor shall not bring upon the premises of the City of Summit any drugs and/or alcoholic beverages for consumption, sale, or gifts at any time or for any use in any manner whatsoever. If the contractor is found in violation, proper authorities will be notified.