



# **CITY OF PERTH AMBOY**

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## **REQUEST FOR PROPOSALS**

**FOR**

**SERVICES FOR ONLINE AUCTION WEB-BASED SALE OF  
MUNICIPAL SURPLUS PROPERTY**

**SUBMISSION DEADLINE: February 27, 2024 at 10:00 A.M.**

**LOCATION:**

**CITY HALL COUNCIL CHAMBERS  
260 HIGH STREET, PERTH AMBOY, NEW JERSEY 08861**

- **ADVERTISEMENT DATE: January, 29, 2024**
- **PROPOSED AWARD DATE: March 13, 2024**

**CITY OF PERTH AMBOY  
NOTICE OF REQUEST FOR PROPOSALS FOR  
SERVICES FOR ONLINE AUCTION WEB-BASED SALE OF  
MUNICIPAL SURPLUS PROPERTY**

Notice is hereby given that the Purchasing Agent for the City of Perth Amboy (the "City"), will receive sealed submissions (each, a "Proposal"; collectively, "Proposals") from qualified entities (each, a "Respondent"; collectively, "Respondents") on **February 29, 2024 at 10:00 A.M.** prevailing time in the Council Chambers, City Hall, 260 High Street, Perth Amboy, NJ 08861 at which time and place submissions will be opened and read in public for:

**SERVICES FOR ONLINE AUCTION WEB-BASED SALE OF  
MUNICIPAL SURPLUS PROPERTY**

Specifications and Instructions to Respondents and Proposal forms may be obtained at the Purchasing Office or the City's website at [www.perthamboynj.org](http://www.perthamboynj.org). Proposals and all information required to be submitted pursuant to this Request for Proposals ("RFP") shall be prepared at the sole cost and expense of each Respondent. There shall be no claims whatsoever against the City, its officers, officials, or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Proposal or for participating in this procurement.

Proposals will be received by hand delivery, mail, or delivery service in accordance with the instructions provided herein up until the date and time indicated above. If the Proposal is hand-delivered, potential Respondents may drop them off at the City's Purchasing Office located on the 2<sup>nd</sup> Floor. Enter through the Market Street Entrance of the City Hall Building, 260 High Street, Perth Amboy, New Jersey 08861 and proceed to the 2<sup>nd</sup> Floor. The City will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted, or left with a delivery service. Respondent assumes any and all risk of late delivery of its Proposal. Proposals not received on time will be returned to Respondent unopened.

Responses must be made on the standard Proposal forms, be enclosed in a sealed package bearing the name and address of the Respondent and "PROPOSAL – SERVICES FOR ONLINE AUCTION WEB-BASED SALE OF MUNICIPAL SURPLUS PROPERTY" on the outside, and addressed to:

Maria J. Rivera RPPS, QPA, Purchasing Agent  
Division of Purchasing, City of Perth Amboy  
260 High Street, Perth Amboy, New Jersey 08861

All questions regarding this RFP must be submitted via email request to Maria J. Rivera at [mriviera@perthamboynj.org](mailto:mriviera@perthamboynj.org) prior to **February 19, 2024 at 12:00 p.m.** Responses will be provided no later than **February 23, 2024 at 12:00 p.m.** Any addenda will be issued on the City's website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). **All interested Respondents should check the website from now through the submission deadline. It is the sole responsibility of the Respondent to be knowledgeable of all addenda related to this procurement.**

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

The City will award a contract(s) or reject all Proposals within sixty (60) days after receipt of the Proposals unless otherwise agreed by the parties. Proposals may not be modified after submittal. The City reserves the right to reject any or all Proposals or to waive any informalities in any Proposal received, in accordance with law, and to accept the Proposal which in its judgment will best serve the interest of the City.

**Maria J. Rivera, RPPS, QPA**  
Purchasing Agent  
City of Perth Amboy  
260 High Street  
Perth Amboy, NJ 08861  
(732) 826-0290 Ext. 4010  
(732) 8026-1160 Facsimile  
[mriviera@perthamboynj.org](mailto:mriviera@perthamboynj.org)

**CITY OF PERTH AMBOY  
GENERAL INSTRUCTIONS**

**SECTION 1  
INTRODUCTION AND GENERAL INFORMATION**

**1.1 PROCUREMENT PROCESS AND SCHEDULE**

The City of Perth Amboy (City) invites qualified and experienced online auction service providers to submit proposals for services for the sale of municipal surplus property through a web-based auction platform. The purpose of this Request for Proposal (RFP) is to solicit competitive proposals that meet the requirements outlined in this document.

The City is looking to auction worn out, expired, non-compliant, non-operational equipment and items no longer needed or usable by the various City departments. The City reserves the right to, among other things, amend, modify or alter the procurement schedule upon notice to all potential Respondents.

**Designated Contact Person:**

Maria J. Rivera, RPPS, QPA - Purchasing Agent  
[mrivera@perthamboynj.org](mailto:mrivera@perthamboynj.org)

Through issuance of addenda, or as otherwise deemed necessary or appropriate by the City, the City may modify, supplement or amend the provisions of the RFP in order to respond to inquiries received from prospective Respondents.

**1.2 SUBMISSION DEADLINE**

An **original copy** of the Proposal must be submitted in a sealed envelope bearing the name and address of the Respondent and clearly marked on the outside with "PROPOSAL – FOR SERVICES FOR ONLINE AUCTION WEB-BASED SALE OF MUNICIPAL SURPLUS PROPERTY", addressed to Maria J. Rivera, RPPS, QPA, Purchasing Agent, at:

**Division of Purchasing, City of Perth Amboy,  
260 High Street, Perth Amboy, New Jersey 08861**

Proposals must be received by the City, hand delivery, mail, or delivery service, on or before **10:00 A.M. prevailing time on February 29, 2024**. The City will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted, or left with a delivery service. Respondent assumes any and all risk of late delivery of its Proposal. Proposals not received at that time and place will not be accepted but will be returned unopened. Proposals will not be accepted by facsimile transmission or email.

**1.3 ADDENDA OR AMENDMENTS TO THE RFP**

**All questions regarding this RFP must be submitted via email request to Maria J. Rivera at [mrivera@perthamboynj.org](mailto:mrivera@perthamboynj.org) prior to February 13, 2024 at 12:00 p.m.** Responses will be provided no later than **February 19, 2024 at 12:00 p.m.** No oral interpretations and responses will be made.

During the period provided for the preparation of Proposals, City may issue addenda or amendments to the RFP. These addenda will be numbered consecutively and will be issued via email. The addenda will be issued by, or on behalf of, City and will constitute a part of the RFP. Each Respondent is responsible for checking the City website for information. Each Respondent is required to acknowledge receipt of all addenda at the time of submission of the Proposal by submitting an executed acknowledgment form. All Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal submission date. Failure of the Respondent to receive any addenda shall not relieve the Respondent from any of the requirements of the RFP.

#### **1.4 CONDITIONS APPLICABLE TO RFP**

Upon submission of a Proposal, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

- The issuance of the RFP is not intended to, and shall not be construed to, commit the City to execute a contract with Respondent.
- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The City reserves the right (in its sole judgment) to reject for any reason, consistent with law, any and all Proposals.
- Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFP, at the times and in the manner specified in this RFP, may result in the rejection of the Proposal in the sole discretion of the City and in accordance with law.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Proposals shall become the property of the City and will not be returned.
- All Proposals will be made available to the public in accordance with law.
- Neither the City, nor its staff or consultants, shall be liable for any claims or damages resulting from the solicitation or preparation of a Proposal, nor will the City reimburse Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.

#### **1.5 RIGHTS OF THE CITY**

By responding to the RFP, Respondents acknowledge and agree that the City, in its sole discretion, reserves the following rights and options regarding any and all Proposals:

- (a) To abandon the RFP process, including the right to decline to award a contract for any reason.
- (b) To accept the Proposal(s) that best serves the interests of the City in the City's sole judgment.
- (c) To waive any condition, requirement or informality which would otherwise constitute non-conformance of the Proposal with the provisions of this RFP.
- (d) To reject any or all Proposals.
- (e) To reject incomplete or non-responsive Proposals, or Proposals not signed by an authorized representative of the Respondent.
- (f) To change or alter the terms and conditions of this RFP so long as copies of such changes are sent to all the persons/entities who have received a copy of the RFP.
- (g) To undertake all steps necessary to obtain or clarify information as requested or provided by any Respondent.
- (h) To interview any and all Respondents.

- (i) To make investigations deemed necessary to determine the responsibility and qualifications of Respondent and the ability of Respondent to perform the Services (defined herein).

## **SECTION 2 SCOPE OF SERVICES**

### **2.1 SCOPE OF WORK**

The selected online auction service provider will be responsible for the following:

- **Online Auction Platform:**
  - ✓ Provide a secure and user-friendly online auction platform.
  - ✓ Ensure compatibility of the same with various devices and browsers.
  - ✓ Implement features for bidding, item descriptions, and high-quality images.
- **Registration and Verification:**
  - ✓ Develop a registration system for bidders with appropriate verification measures.
  - ✓ Include terms and conditions for participation.
- **Payment Processing:**
  - ✓ Facilitate secure payment processing for successful bidders.
  - ✓ Specify acceptable payment methods.
- **Item Cataloging:**
  - ✓ Assist in cataloging surplus items with detailed descriptions and images.
  - ✓ Provide a searchable database for potential bidders.
- **Marketing and Promotion:**
  - ✓ Develop a marketing strategy to promote the auction.
  - ✓ Utilize various channels to reach potential bidders.
- **Customer Support:**
  - ✓ Offer customer support for bidders before, during, and after the auction.
  - ✓ Provide a helpline or email support for query resolution.
- **Reporting:**
  - ✓ Generate detailed reports on auction performance.
  - ✓ Provide analytics on bidder behavior and item popularity.

### **2.2 AWARD OF CONTRACT**

The City reserves the right to award contracts to a Respondent whose Proposal, in the City's sole judgment, is deemed to best meet the requirements and needs of City based upon price, skills, expertise and other factors as described herein, in accordance with law.

The term of any contract awarded under this RFP shall be for one (1) year from commencement of the Services. The Successful Respondent(s) shall be required to execute the City's form contract, which includes, among other things, indemnification, insurance, termination and licensing provisions.

The Successful Respondent(s) will be required to comply with the requirements of N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27 and N.J.S.A. 40A:11-18.

## **SECTION 3 SELECTION CRITERIA & TIMELINE**

### **3.1 Selection Criteria**

The City's objective in soliciting Proposals is to enable it to select a firm or firms that will provide high quality and cost effective services to the City. The City will consider Proposals only from firms that, in the City's judgment, have demonstrated the capability and willingness to provide high quality services in the manner described in this RFP. Responses will be evaluated by the City on the basis of the most advantageous, all relevant factors considered. The following factors will be taken into consideration and weighed by the City as the basis for selecting qualified Respondents to provide the Services:

- **Experience and Track Record:** Demonstrated experience in conducting online auctions for municipal surplus property.
- **Technical Capabilities:** The functionality and security of the proposed online auction platform.
- **Cost Proposal:** The cost of services, including any applicable fees and charges.
- **References:** Past client references and satisfaction.

The City shall also take into account (i) the ability of Respondent to demonstrate a clear understanding of the Services and City’s objectives as identified in the RFP; (ii) the extent of the completeness and overall responsiveness of the proposal to the requirements of the RFP; (iii) Respondent’s responses to the information requested in these specifications; and (iv) the information submitted by Respondent, as required by these specifications.

### 3.2 Timeline

- RFP Release Date: January 29, 2024
- Proposal Submission Deadline: February 27, 2024
- Evaluation Period: February 29, 2024
- Contract Award: March 13, 2024

## SECTION 4 SUBMISSION REQUIREMENTS

### 4.1 GENERAL REQUIREMENTS

Responses submitted by Respondents must meet or exceed the professional and administrative qualifications set forth in the RFP. In addition to the information required herein, Respondent may submit supplemental information that it feels may be useful in evaluating its Response. Respondents are encouraged to be clear, factual and concise in their presentation of information.

No Respondent shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. No Respondent shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the Respondent or any other person.

### 4.2 RESPONSE CONTENT

#### 4.2.1 COVER LETTER

Respondents shall submit a cover letter signed by the individual who is authorized to commit the firm to the Proposal. The cover letter must incorporate the following:

- An acknowledgment that all conditions contained in this RFP may be incorporated into any resulting contract.
- A narrative statement of the Respondent’s understanding of the City’s needs and goals.
- A statement acknowledging that all information contained in the Proposal is factual and accurate.
- A statement that the Respondent is in compliance with all applicable affirmative action regulations.
- A statement acknowledging that the individual signing the cover letter has the authority to commit the firm to all the provisions contained in this RFP and in the Proposal.

#### 4.2.2. QUALIFICATION STATEMENT

In addition to the cover letter, Respondents shall submit a qualification statement providing all pertinent information regarding their qualifications, which shall include, at a minimum, the following.

- a) Full name and principal place of business and, if different, the place from where services will be provided;
- b) Identify all professionals who will provide the Services, and describe their roles in the provision of such services;
- c) Fully describe the Respondent's experience providing the Services, and any other information demonstrating the ability to provide quality representation;
- d) List references (include municipal governments and other levels of government) to whom the Respondent has represented in the past five (5) years in connection with the Services-include dates of service and contact information;
- e) List any relevant professional affiliations or membership in any professional societies or organizations, including any offices or honors, and any required licenses held by all professionals who will provide the Services; and
- f) Include the resumes and/or biographies of all professionals who will provide the Services, and provide the names and qualifications of any other individual(s) who will assist in the performance of the tasks and the amount of their respective participation.

#### **4.2.3 COST PROPOSAL**

Respondent shall submit cost proposal. The City does not provide payment for or reimbursement of travel expenses.

### **SECTION 5 STATUTORY AND OTHER REQUIREMENTS**

#### **5.1 COMPLIANCE WITH LAWS**

The Respondent shall be required to comply with the non-discrimination provisions set forth herein and all other laws and regulations applicable to the performance of Services under the contract. The Respondent shall sign and acknowledge all required forms and certificates as required by this Section.

#### **5.2 MANDATORY AFFIRMATIVE ACTION COMPLIANCE**

No firm may be issued a contract unless it complies with the Mandatory Affirmative Action Compliance requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as attached to this RFP.

#### **5.3 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 the 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 Respondent is obligated to comply with the Act and hold the City harmless. The Respondent should review the Americans with Disabilities Act Language provided with this RFP.

#### **5.4 OWNERSHIP DISCLOSURE FORM**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the Proposal or

accompanying the Proposal of the corporation, partnership, limited partnership, there is submitted to the City the Ownership Disclosure Form setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners who own 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The Ownership Disclosure Form shall be signed and submitted with the Proposal whether or not a stockholder or partner owns less than 10% of the business submitting the Proposal. Failure to comply requires mandatory rejection of the Proposal.

## **5.5 NON-COLLUSION AFFIDAVIT**

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

## **5.6 PROOF OF BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Respondent must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of the Contract. However, a Respondent may submit the BRC with its Proposal submission. Respondents and named subcontractors shall be registered through the New Jersey Division of Revenue, Department of the Treasury, at the time of or prior to the date for submission of Proposals. 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](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

## **5.7 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Respondents must complete the Disclosure of Investment Activities in Iran Certification Form ("Iran Disclosure Form") included herein and submit the Iran Disclosure Form prior to award of the contract. However, Respondents are encouraged to submit the Iran Disclosure Form with their Proposal.

## **5.8 INSURANCE**

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

### **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 Respondent 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 \$500,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

#### **Automobile Liability Insurance**

This insurance covering Respondent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$500,000.00 any one person and \$500,000.00 any one

accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the Respondent.

## **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 City as an additional insured.

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

### **5.9 ACKNOWLEDGEMENT OF REVISIONS OR ADDENDA**

Respondents must complete and submit the Acknowledgement of Revisions or Addenda Form included with this RFP.

### **5.10 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.

### **5.11 CONTRACT ASSIGNMENT**

The Successful Respondent(s) shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the prior written consent of the City.

### **5.12 TERMINATION OF CONTRACT**

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

### **5.13 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.

### **5.14 CONFIDENTIALITY**

All financial, statistical, personnel and/or technical data supplied by the City to the Successful Respondent(s) are confidential. The Successful Respondent(s) is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Successful Respondent(s), or any individual or entity in a Successful Respondent's charge or employ, will be considered a violation of this contract and may result in contract termination and such Successful Respondent's suspension or debarment from City's contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

### **5.15 INDEMNIFICATION**

The Successful Respondent(s) shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the City, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and

costs, to which the City and its respective employees, officers, commissioners, directors and officials may be subjected or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any negligent act, error, omission, or willful misconduct of the City and/or the Successful Respondent(s), or its officers, employees, contractors or agents, in the performance of the contract. This requirement of the Successful Respondent(s) to indemnify, defend, and hold harmless the City shall apply regardless of whether the loss, property damage, bodily injury or death arose out of the City's own alleged acts and/or omissions.

#### **5.16 NEWS RELEASES**

The Successful Respondent(s) is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Department Director.

#### **5.17 ADVERTISING**

The Successful Respondent(s) shall not use the City's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Business Administrator.

#### **5.18 LICENSES AND PERMITS**

The Successful Respondent(s) shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Successful Respondent(s) shall supply the Purchasing Agent with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by Respondents in the Proposal.

**COST PROPOSAL**

**NOTICE TO RESPONDENTS:**

**The following shall be returned with your Proposal. Failure to do so shall be ample cause for rejection of Proposal as non-responsive. It is the responsibility of the Respondent to ensure that he has received all addenda.**

Hourly Rate: \_\_\_\_\_

-or-

Cost Assessed Per Sale: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Address:

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Best Contact Telephone Number

**RESPONDENT'S CHECKLIST**

**THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR SUBMISSION**

**Please initial below next to each item, indicating that your Proposal includes the required documents. Failure to provide any of the Checklist items with your submission may be cause for rejection of your Proposal.**

**Respondent's Initials**

- |     |  |       |
|-----|--|-------|
| 1.  | This Respondent's Checklist  | _____ |
| 2.  | Cover Letter   | _____ |
| 3.  | Written proposal (including all requested responses and materials) | _____ |
| 4.  | Cost Proposal  | _____ |
| 5.  | Ownership Disclosure Statement                                     | _____ |
| 6.  | Mandatory EEO Compliance and Contract Language                     | _____ |
| 7.  | Non-Collusion Affidavit  | _____ |
| 8.  | NJ Business Registration Certificate*                              | _____ |
| 9.  | Disclosure of Investments Activities in Iran*                      | _____ |
| 10. | Acknowledgement of Receipt of Addenda                              | _____ |
| 11. | Americans With Disabilities Act of 1990 Form (review)              | _____ |

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications.

Name of Respondent: \_\_\_\_\_ Date: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**PLEASE NOTE:**

\* Submission of the NJ Business Registration Certificate ("BRC") and the Disclosure of Investment Activities in Iran Form ("Iran Disclosure Form") are not required at time of Proposal submission. However, the City is requesting that the Respondent submit these documents with its Proposal. If the BRC or Iran Disclosure Form are not included with the Proposal, they must be submitted prior to the contract award.



# OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: \_\_\_\_\_

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.  
Please answer all questions and complete the information requested.

- |  |                          |                          |
|--|--------------------------|--------------------------|
|  | YES                      | NO                       |
| 1. The vendor is a <b>Non-Profit Entity</b> ; and therefore, no disclosure is necessary.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a <b>Sole Proprietor</b> ; and therefore, no other disclosure is necessary.<br>A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.<br>A limited liability company with a single member is not a Sole Proprietor.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a <b>corporation, partnership, or limited liability company</b> with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the information requested in the space below:\*

(a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;  
 (b) all individual partners in the partnership who own a 10% or greater interest therein; or,  
 (c) all members in the limited liability company who own a 10% or greater interest therein.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

- |   |                          |                          |
|---|--------------------------|--------------------------|
|   | YES                      | NO                       |
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the information requested in the space below:\*

(a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;  
 (b) all individual partners in the partnership who own a 10% or greater interest therein; or,  
 (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

5. As an alternative to completing this form, a Vendor 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% 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% 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% or greater beneficial interest.\*

\_\_\_\_\_

\_\_\_\_\_

\* Attach additional sheets if necessary

**CITY OF PERTH AMBOY, NEW JERSEY  
NON-COLLUSION AFFIDAVIT  
(N.J.S.A. 52:34-15)**

**State of** \_\_\_\_\_

**City of** \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of Affiant) (Name of Municipality)

in the City of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,

being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the Company of \_\_\_\_\_  
(Title or Position) (Name of Firm/Company)

the Respondent making this Proposal for Lead Inspection Services

and that I executed the said Proposal with full authority to do so; that said Respondent 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-mentioned project; and that

all statements contained in said 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 said Proposal

and in the statements contained in this affidavit in awarding the contract. 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 \_\_\_\_\_  
(Name of Firm/Company)

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Type of Print Name of Affiant)

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

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

**Goods and General Service Vendors**

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

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

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

**Do you have a State Certificate of Employee Information Report Approval?    Yes     No**   
**If yes, please submit a photo static copy of such approval.**

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

Successful Respondents may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

Successful Respondents must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF PERTH AMBOY, NEW JERSEY**  
**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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted City employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

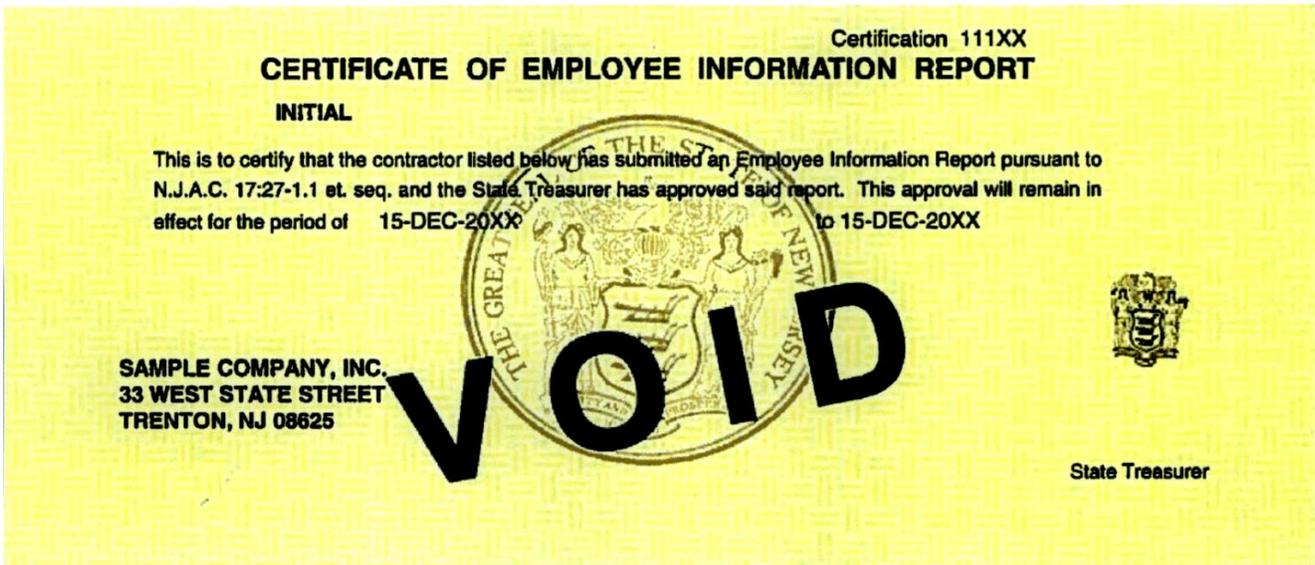
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](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 in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the

**SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT**



## **CITY OF PERTH AMBOY, NEW JERSEY**

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

The Contractor and the City do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 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 City 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 City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, 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 City's grievance procedure, the contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City 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 City 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 City or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

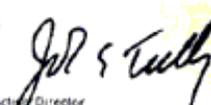
It is expressly agreed and understood that any approval by the City of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the City 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 City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**CITY OF PERTH AMBOY, NEW JERSEY**

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH PROPOSAL  
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08644-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)	Acting Director	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

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



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P. O. BOX 230 TRENTON, NEW JERSEY 08625-0230

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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 party.

**CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities	_____
Relationship to Vendor/ Bidder	_____
Description of Activities	_____
	_____
Duration of Engagement	_____
Anticipated Cessation Date	_____

*\*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**CITY OF PERTH AMBOY, NEW JERSEY**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received**

Acknowledged for: \_\_\_\_\_  
(Name of Respondent)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_