Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094

BID DOCUMENTS
FOR
VENDING MACHINE MAINTENANCE, SUPPLY AND REPAIR SERVICES

TOWN COUNSEL: CHASAN LEYNER & LAMPARELLO, PC
300 HARMON MEADOW BOULEVARD
SECAUCUS, NEW JERSEY 07094-3621
(201) 348-6000
ATTENTION: ANTHONY V. D'ELIA, ESQ.

TABLE OF CONTENTS

Page

1.0 BID NOTICE 1

2.0 DEFINITIONS 2

3.0 INSTRUCTIONS TO BIDDERS 3

4.0 SPECIFICATIONS 11

SCHEDULE 1 – BID PROPOSAL CHECKLIST

SCHEDULE 2 – BID PROPOSAL FORM

SCHEDULE 3 – TECHNICAL SPECIFICATIONS

SCHEDULE 4 – AFFIDAVIT OF NON-COLLUSION

SCHEDULE 5 – AFFIDAVIT AND QUESTIONNAIRE OF BIDDER'S EXPERIENCE AND FINANCIAL RESPONSIBILITY

SCHEDULE 6 – STATEMENT OF OWNERSHIP OF CORPORATION OR PARTNERSHIP

SCHEDULE 7 – ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE

SCHEDULE 8 – DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

1.0 BID NOTICE

BID DOCUMENTS

PLEASE TAKE NOTICE that sealed bids for maintenance, supply and repair of vending machines located at various locations throughout the Town and the installation of two soda machines and two snack machines, will be received by the Town Clerk of the Town of Secaucus ("Town"), or his designee, on June 19, 2014, at 10:30 a.m., prevailing time, at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said bids will be publicly opened and read.

All bids must be on the proposal forms obtained from the Town. All bids must be enclosed in a sealed envelope bearing the name and address of the bidder and the words "Vending Machine Maintenance, Supply and Repair Bid". The envelope must be addressed to Town Clerk, Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and may be delivered by hand, overnight courier or mail. The envelope containing the bid must be received by the Purchasing Agent by the date and time set forth above. No late bids will be accepted.

Bid documents may be examined and obtained at the Town's Purchasing Agent's office, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, phone 201-330-2026, during business hours, 9:00 a.m. until 4:00 p.m. The fee for bid documents is twenty ($20.00) dollars payable in cash or certified check to Town of Secaucus.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 *et seq.*

The Town reserves the right to waive any minor irregularities in or to reject any or all bids.

By order of the Town of Secaucus.

2.0 DEFINITIONS

2.1 **"BID DOCUMENTS"** means all documents requesting bid proposals including the Bid Notice, Definitions, Instructions to Bidders, Specifications, Bid Proposal Checklist, Bid Proposal Form, Technical Specifications, Affidavit of Non-Collusion, Affidavit and Questionnaire of Bidder's Experience and Financial Responsibility, Statement of Ownership of Corporation or Partnership, Acknowledgment Of Secaucus Pay To Play Ordinance, Disclosure of Investment Activities in Iran, addenda (if any), all documents submitted by the bidder, and the Contract.

2.2 **"CONTRACT"** means the written agreement executed by and between the Contractor and the Town, as amended, changed or modified, and shall include all Bid Documents.

2.3 **"CONTRACT ADMINISTRATOR"** means the Town's Purchasing Agent, or his designee.

2.4 **"CONTRACTOR"** means the lowest responsible bidder to whom the award of the Contract shall be made pursuant to N.J.S.A. 18A:18A-1, et seq.

2.5 **"TOWN"** means the Town of Secaucus.

2.6 **"LEGAL NEWSPAPER"**, for purposes of these Bid Documents, means the JERSEY JOURNAL.

2.7 Definitions set forth in N.J.A.C. 13:20-50.2 are incorporated herein by reference.

3.0 INSTRUCTIONS TO BIDDERS

3.1 BID OPENING

All bids will be publicly opened and read by the Town Clerk, or his designee, as set forth in the Bid Notice.

3.2 BID SUBMISSIONS

3.2.1 Each document required to be submitted by the bidder (see Bid Proposal Checklist, **Schedule 1**) must be properly completed in accordance with these Bid Documents. No bidder shall submit the requested information on any form other than those provided in these Bid Documents, unless specifically permitted.

3.2.2 Bids shall be delivered to the Purchasing Agent as set forth in the Bid Notice.

3.2.3 Each bidder shall sign the documents to be submitted, where applicable, as follows:

- For a corporation, by an authorized principal executive officer;
- For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
- By a duly authorized representative.

3.2.4 Each bidder shall submit one (1) original set of completed Bid Documents and one (1) copy.

3.3 BID PROPOSAL FORM

3.3.1 On the Bid Proposal Form (see **Schedule 2**), the bidder must state the prices, and rates offered, written or typed in ink, in words and numbers for each item requested.

3.3.2 If the amount shown in words and its equivalent in figures in the Bid Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail.

3.3.3 Each bidder shall acknowledge receipt of addenda on the Bid Proposal Form, if applicable.

3.3.4 The contract will be awarded to the lowest responsible bidder.

3.4 EXCEPTIONS TO THE BID DOCUMENTS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Documents or any changes made by the bidder on the Bid Proposal Form may result in the rejection of the bid.

3.5 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

3.5.1 Prior to submitting a bid, the bidder shall, and by submitting a bid, the bidder represents and warrants that it has:

3.5.1.1 Carefully examined the Bid Documents and addenda, if any;

3.5.1.2 Fully acquainted and familiarized itself with the conditions as they exist, the manufacturers and goods requested, and the character of the operations to be carried out under the proposed Contract, and made such investigation so that the bidder fully understands the facilities, equipment difficulties, and restrictions accompanying the goods requested under the Contract; and

3.5.1.3 Brought to the attention of the Town any variations in the Bid Documents and the actual conditions that would affect the bid. The variations shall be reported in accordance with **sections 3.6 and 3.7** below.

3.5.2 Should the bidder observe that any of the Bid Documents are at variance with applicable laws, statutes, codes or regulations in any respect, or that there are errors, inconsistencies or ambiguities in the Bid Documents, the bidder shall promptly notify the Town in writing in accordance with **sections 3.6 and 3.7** below.

3.6 INTERPRETATION/ADDENDA

3.6.1 No oral interpretation or clarification will be made to any potential bidder as to the meaning of the Bid Documents. A request for an interpretation or clarification shall be made in writing by fax to the Town's General Counsel, Chasan Leyner & Lamparello, PC, attention: Anthony V. D'Elia, 300 Harmon Meadow Boulevard, Secaucus, New Jersey 07094, fax 201-348-6633. The request shall be made at least three (3) business days prior to the date fixed for the opening of bids. Every interpretation made will be in the form of an addendum to the Bid Documents, and notice will be provided by facsimile or e-mail to all potential bidders on record with the Town as having received the Bid Documents. All addenda issued become part of the Bid Documents.

3.6.2 Failure of the bidder to acknowledge receipt of all addenda shall not relieve the bidder from any obligation.

3.7 OBJECTIONS TO CONTRACT DOCUMENTS

All potential bidders are advised to examine the Bid Documents carefully. Any potential bidder who wishes to challenge the Bid Documents shall file such challenge in writing as set forth in **section 3.6** no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Town or the award of a contract. N.J.S.A. 18A:18A-15.

3.8 VENDOR/MANUFACTURER QUALIFICATIONS

3.8.1 The Town will make any investigation it deems necessary to determine the ability of a bidder to provide the goods required by the Bid Documents. The bidder agrees to furnish to the Town all such information and data for this purpose as the Town requests. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder, vendor and manufacturer are properly qualified to carry out the obligations of the Bid Documents.

3.9 NOTICE OF AWARD, EXECUTION OF CONTRACT & DELIVERY OF DOCUMENTS

3.9.1 Within seven (7) business days of notice of the award of the contract, the successful bidder shall deliver to the Town the executed Contract, the performance and payment bond (if required by the Bid Documents), insurance documentation reflecting the required insurance coverage and the appropriate affirmative action documentation.

3.9.2 Failure to deliver the aforementioned documents in a form satisfactory to the Town, and commence the contract as required in the Bid Documents shall be cause for the Town to declare the bidder non-responsive and to award the contract to the next lowest bidder.

3.10 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Town, and its Council Members, administrators, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non performance of services or other

obligations under this Agreement or in the use or occupancy of any facilities or equipment provided by the Town, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Town), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection). This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor or any Indemnified Party, or any obligation of Contractor, its officers, directors, employees, agents or contractors to indemnify an Indemnified Party. Contractor's obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.

3.11 AFFIRMATIVE ACTION REQUIREMENTS

The successful bidder agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful bidder will submit (1) evidence that the bidder is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

Mandatory Affirmative Action Language

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 or sex. Except with respect to affectional or sexual orientation, 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 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 or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. I7:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) 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.

3.12 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to comply with the requirements of Title II of the Americans With Disabilities Act of 1990 ("Act"). The bidder agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 *U.S.C.* § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in a all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town 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 Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect,

and save harmless the Town, 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 Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town 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 Town or any of its agents, servants, and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town 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 Town pursuant to this paragraph.

It is further agreed and understood that the Town 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 the contract. 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 the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

3.13 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The bidder shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The bidder shall submit a copy of its business registration certificate with its bid. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration law go to:
http://www.state.nj.us/dca/lgs/lpcl/index.shtml#BusinessRegistration

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, 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 business registration copy not properly provided under a contract with a contracting agency.

4.0 SPECIFICATIONS

See Schedule "3" attached hereto.

4.1 PAYMENTS

4.1.1 The successful bidder shall comply with the Town's standard payment procedures.

4.1.2 Payments to the successful bidder only will be made upon the submission and approval of properly completed vouchers, invoices and bills.

4.1.3 Requests for payment shall be submitted to the Town Administrator, David Drumeler.

4.1.4 The Town reserves the right to demand as much detail, information or documents as it deems necessary prior to payment.

4.1.5 If the successful bidder fails to perform or provide said maintenance and repair services in accordance with the Bid Documents, the Town may deduct or retain from monies due, or which may become due to the successful bidder, or its assignee, such sum sufficient to pay the difference between the price(s) on which the award is made and the price(s) which the Town may or shall be obliged to pay to remedy such failure.

4.1.6 The Town is tax exempt. Therefore, no taxes shall be included on requests for payment.

4.2 COMPLIANCE WITH LAWS, REGULATIONS AND INDUSTRY STANDARDS

The bid shall comply with applicable State and federal statutes, rules, regulations, codes and standards. Neither the citation to the New Jersey or federal standards or regulations, nor the omission of such citation in the Technical Specifications, shall be interpreted as limiting the bidders obligation to comply with all controlling statutes, rules, regulations, codes and standards.

4.3 MATERIALS AND SUPPLIES & "OR EQUAL" PROVISION

In the event the Bid Documents require the furnishing of any brand name, the requirement shall be deemed to mean and shall be interpreted to require the furnishing of the brand name or equivalent. The Town reserves the right to determine, in its sole discretion, whether a brand or component is equivalent to that requested, or to reject any proposed equivalent in the event it is not compatible with systems, facilities, components or accessories already owned or used by the Town. The bidder **shall be required** to disclose on its Bid Proposal Form or the Technical Specifications if it will furnish a product other than those requested.

4.4 TECHNICAL SPECIFICATIONS

4.4.1 The Technical Specifications are set forth in **Schedule 3**. To the extent any provision in the following Technical Specifications conflict with any State regulations, the regulations shall control.

4.5 EXCEPTIONS, COMMENTS, ENHANCEMENTS

After each component detailed in the Technical Specifications, the bidder shall indicate any exceptions, comments or enhancements it proposes. The Town reserves the right to determine in its sole discretion whether an exception or deviation from the Technical Specifications, or from any other requirement of the Bid Documents, is material.

SCHEDULE 1

BID PROPOSAL CHECKLIST

Bidder should initial next to documents, thus indicating that the document has been submitted.

1. _____ Bid Proposal Checklist

2. _____ Bid Proposal Form

3. _____ Completed Technical Specifications "Comments" sections – Schedule 3

4. _____ Affidavit of Non-Collusion

5. _____ Affidavit and Questionnaire of Bidder's Experience and Financial Responsibility

6. _____ Statement of Ownership of Corporation or Partnership

7. _____ Business Registration Certificate issued by the New Jersey Department of Treasury, pursuant to N.J.S.A. 52:32-44(1)(b) (P.L. 2004, c. 57)

_____(seal)
(Contractor)

BY: _____
(Authorized Signature)

_____
(Printed Name and Title)

SCHEDULE 2

BID PROPOSAL FORM – 2 pages
Proposal for Vending Machine Maintenance and Repair Services

TO: Town of Secaucus

FROM:

_____	_____
(Contractor)	(Phone Number)
_____	_____
_____	(Facsimile Number)
_____	_____
(Mailing Address)	(Beeper Number)
_____	_____
(e-mail address)	(Cellular Phone Number)

The undersigned hereby agrees to provide complete performance in accordance with the Bid Documents for the prices listed in this Bid Proposal Form. The bidder represents that it has read and understands the Bid Documents and that it has duly considered all information contained therein in the course of submitting its bid. Moreover, submission of this bid serves as the bidder's representation that if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Bid Documents or lack of information concerning same.

Year One $_____

Additional Year, Year Two $_____

Additional Year, Year Three $_____

EXCEPTIONS AND DEVIATIONS:

Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

_____

_____

_____

_____

_____

_____

_____

_____

The bidder states that it has received the following Addenda, Notices or Revisions to the Bid Documents and has given them due consideration in the preparation of its bid.

Addendum No., Title of Notice or Title of Revision	**Date Received**
_____	_____
_____	_____

Witness: _____(seal)
(Contractor)

_____ By: _____
(Signature) (Authorized Signature)

_____ _____
(Printed Name) (Printed Name)

_____ _____
(Title) (Title)

_____ _____
(Date) (Date)

SCHEDULE 3

SPECIFICATIONS COVERING THE MAINTENANCE, SUPPLY AND REPAIR OF VENDING MACHINES

These specifications cover the maintenance, supply and repair of vending machines currently located at the following locations: (1) Town Hall, 1203 Paterson Plank Road (one soda machine and one snack machine); (2) 123 Centre Avenue (one soda machine and one snack machine); (3) 145 Front Street (one soda machine and one snack machine). In addition, the Town of Secaucus requests bids for the provision and maintenance and repair of one soda machine and one snack machine at the Secaucus DPW, 370 Secaucus Road, and one soda machine at 101 Centre Avenue.

1. SUPPLY OF PARTS.

In order that the successful contractor can provide repairs stated herein, the contractor shall maintain a supply of spare replacement parts.

2. TERM OF CONTRACT.

This contract shall be for a term of one (1) year commencing approximately two (2) weeks after the award of this contract, which date is at the sole discretion of the Town. The Town reserves the right to award with two additional one (1) year extensions.

3. HOURS OF SERVICE.

The successful contractor will be required to respond to all calls for service/repairs within twenty-four (24) hours.

4. TERMS OF COMPENSATION.

To be provided by bidder.

SCHEDULE 4
AFFIDAVIT OF NON-COLLUSION

RE: Vending Machine Maintenance and Repair Services Contract

STATE OF NEW JERSEY)
) ss.:
COUNTY OF)

I, _____ residing at _____ in the City/Town/Township/Borough of _____, and State of _____ , of full age, being duly sworn according to law upon my oath depose and say:

1. I am the _____of the firm of _____, the bidder making the bid for the above-named project, services and/or material bid, and I executed the Bid Proposal Form with full authority to do so; and I state that the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project and/or material bid, and that all statements contained in the bid and in this Affidavit are true and correct, and made with full knowledge that the Town of Secaucus (the "Board") relies upon the truth of the statements contained in the Bid Documents completed and submitted by the bidder, and in the statements contained in this Affidavit, in awarding the contract for the said project, services and/or material bid.

2. 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 _____.

_____
(Signature of Affiant)

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

_____
(Printed Name)

_____
NOTARY PUBLIC

_____
(Title)

SCHEDULE 5
AFFIDAVIT AND QUESTIONNAIRE OF BIDDER'S EXPERIENCE AND FINANCIAL RESPONSIBILITY:

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF HUDSON } SS: Town of Secaucus

I, _____, am the _____
(Name of Affiant) (Identify Relationship to Bidder)
of _____, and being duly
(Name of Bidder)
sworn, I depose and say:

1. All of the answers set forth in the attached Questionnaire are true and each question is answered on the basis of my personal knowledge, or based on my diligent inquiry.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Town of Secaucus, to award the Contract to _____.
(Name of Bidder)

3. I understand and agree that the Town of Secaucus will rely upon the information provided in the Questionnaire in determining the lowest responsible bidder to be awarded the contract.

4. I also understand and agree that the Town of Secaucus may reject the bid in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Town of Secaucus to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied, or which should have been supplied, in the Questionnaire to furnish the Town of Secaucus with any information necessary to verify the answers given.

_____
(Signature of Affiant)

_____
(Printed Name)

_____
(Title)

Subscribed and sworn to before me this
_____ day of _____ 20__.

_____
NOTARY PUBLIC

QUESTIONNAIRE

This Questionnaire must be completed and submitted as part of the bid. Failure to complete this form or to provide any of the information required herein may result in rejection of the bid.

1. How many years has the bidder been engaged in the business of providing the services or products requested by the Bid Documents under the present firm name?

_____

2. List any other names under which the bidder, its partners or officers have conducted business in the past three (3) years, and the number of years business was conducted under that name.

_____

3. When was the bidder organized, formed or incorporated?

_____

4. List three bank references with contact information:

_____

_____

_____

5. Credit available for this Contract?

_____

6. List the names and home addresses of all the officers of the bidder, noting their position in the Company:

_____

_____

_____

7. List the name of executive who will give personnel attention to the project:

_____

8. Has the bidder ever been adjudged bankrupt or been subject to a receivership or an order of reorganization? If so, give details and particulars.

_____

_____

9. Is the bidder at this time subject to any court order relating to bankruptcy, liquidation or reorganization? If so, give details and particulars.

_____

_____

10. Has the bidder, its partners or officers, failed to perform any contract in the past three (3) years? If the answer is "Yes", state when, where and why. A complete explanation is required.

_____

11. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against the bidder, or any of it principals?

_____

12. Has the bidder filed any law suits or requested arbitration with regard to any contracts within the last five years? (If the answer is yes, please attach details).

_____

13. Within the last five years, has any officer or principal of the bidder ever been an officer or principal of another organization that failed to complete a contract? (If the answer is yes, please attach details).

_____

14. On a separate sheet, list the private and public contracts the bidder is currently performing, giving the name the owner, contract amount, percent complete and scheduled completion date, and owner contact number.

15. On a separate sheet, list the contracts the bidder has completed this past year, giving the name of the owner, owner contact number, contract amount, date of completion.

18. Trade References with contact information:

_____

_____

_____

19. Name of Bonding Company:

_____

_____

20. Name and address (no P.O. Box) of agent authorized to accept service:

_____

_____

SCHEDULE 6

STATEMENT OF OWNERSHIP OF CORPORATION OR PARTNERSHIP

New Jersey law, N.J.S.A. 52:25-24.2, provides that no corporation or partnership shall be awarded any state, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more of such stockholders or partners is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (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 non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria established in this act has been listed.

Accordingly, this statement must be completed and submitted simultaneously with the bid.

In the case of corporate or partnership stockholders, continue the disclosure on extra sheets until all required individual stockholders or partners are disclosed.

(1) Names and addresses of all stockholders in _____, a corporation, who own ten percent (10%) or more of its stock of any class are:

Names:	Addresses:
_____	_____
_____	_____
_____	_____
_____	_____

(2) Names and addresses of all partners of _____, a partnership, owning an interest therein of ten percent (10%) or greater are:

Names:	Addresses:
_____	_____
_____	_____
_____	_____
_____	_____

(3) Continued information on stockholders or partnerships that are themselves corporations or partnerships (Use extra sheets if necessary and attach).

WITNESS:

_____(seal)
(Contractor)

_____
(Signature)

By:_____
(Authorized Signature)

_____
(Printed Name)

_____
(Printed Name)

_____
(Title)

_____
(Title)

_____
(Date)

_____
(Date)

Schedule 7

TOWN OF SECAUCUS

ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE

Chapter 26 of the Secaucus Code addresses "Pay to Play" reforms in the Town of Secaucus. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including in-kind contributions in excess of the allowable limits within two (2) calendar years immediately preceding the date of the contract or agreement or the effective date of Chapter 26, whichever is shorter, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in, or whose primary purpose is the support of Secaucus municipal elections and/or municipal parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

Subscribed and sworn to before me
this _____ day of _____, 2012

_____
Notary Public
State of _____
My Commission Expires _____

_____
(Signature of Professional)

_____
(Type or print name of Affiant and Title under signature)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ Proposer:

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

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

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

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

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

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

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

Name: _____ Relationship to Proposer:

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date:

Proposer Contact Name: _____ Contact Phone Number:

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

_____ _____

Full Name (Print): Signature: