

**TOWNSHIP OF LOWER**

2600 Bayshore  
Road Villas, New



Incorporated 1798  
(609) 886-2005

**NOTICE TO BIDDER**

**Bid# 2026-01**

**RE-BID CONCESSION CONTRACT TO SUPPLY, INSTALL AND SERVICE VENDING  
MACHINES  
2026-2029**

Notice is hereby given that sealed proposals will be received by the Lower Township Clerk's Office on **Tuesday, May 19, 2026 at 10:00 a.m.**, prevailing time, at which time the said sealed proposals will be publicly opened and read for the following:

**RE-BID CONCESSION CONTRACT TO SUPPLY, INSTALL AND SERVICE  
VENDING MACHINES  
2026-2029**

All bids shall be submitted on the Proposal Form approved for this proposal, or on an exact replica as to wording and punctuation. Copies of such Proposal Form, this advertisement, and the Terms and Specifications may be obtained from the Township Clerk's Office at 2600 Bayshore Road, Villas, NJ or by email request to [clerk@townshipoflower.org](mailto:clerk@townshipoflower.org). The bidder must absolutely comply with all of the terms of the said documents.

The Township Council reserves the right to reject any or all bids if it deems it is in the best public interest to do so. Bidders are required to comply with the requirements of Public Laws of 1975, Chapter 127, and Affirmative Action Requirements. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Robert Osborn, QPA  
Purchasing Agent

Adv April 21, 2026

## **GENERAL INSTRUCTIONS**

### **1.0 GENERAL INSTRUCTIONS**

- 1.1 Instructions, forms and specifications may be obtained in person or by United States Mail from the Township of Lower Township Municipal Clerk's Office, Township Hall, 2600 Bayshore Road Villas, NJ 08251.
- 1.2 All bids are to be submitted on and in accordance with the Proposal Form approved for this proposal or on an exact replica as to wording and punctuation. Copies of this Proposal Form are available at the Office of the Municipal Clerk.
- 1.3 All bidders shall be required to submit two (2) complete sets, consisting of one (1) original and one (1) exact photocopy of the Proposal Forms, required forms and the complete bid proposal in a sealed envelope addressed to the Municipal Clerk, Township Hall, 2600 Bayshore Road, Villas, NJ 08251 and clearly marked with the name and address of the bidder and the number and title of the bid proposal. Bid proposals may be hand-delivered or mailed, however, the Township disclaims any responsibility for bid proposals forwarded by United States Mail and/or Overnight Mail Carriers and that are received after the bid opening deadline.
- 1.4 All bid proposals shall be received in the office of the Municipal Clerk, Township Hall, 2600 Bayshore Road, Villas, NJ 08251 on or before the time and date specified. Bid proposals received after the time specified will be returned to the bidder unopened.
- 1.5 No bids shall be considered in which the proposal form, specifications, or any provisions have been modified, without the permission of the Township's Purchasing Agent.
- 1.6 Each bid shall be accompanied by a notarized Non-Collusion Affidavit executed by the bidder or, in case the bidder is a corporation, by a duly authorized representative of said corporation. Forms for this purpose are provided in your bid proposal.
- 1.7 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Township's Purchasing Agent.
- 1.8 To better ensure fair competition and to permit a determination of the lowest bidder, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, non-responsible bids, or bids obviously unbalanced.
- 1.9 Any bidder or bidders finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or feel that the specifications are discriminatory, shall notify the Township Clerk in writing not less than seven (7) days prior to the opening of the bids. Exceptions, as taken, in no way obligate the Township to change the specifications. The Township will notify all prospective bidders in writing, by addendum duly issued of any interpretations or changes made to specifications or instructions.

## 2.0 **PREPARATION OF THE BID PROPOSALS**

- 2.1 All bidders are encouraged to examine any drawings, specifications, schedules, and instructions included in the bid package. Failure to do so will be at the bidder's own risk.
- 2.2 All bidders are required to utilize type or clearly written ink print when completing the proposal form. Unit and total price extensions shall be fully extended in terms of dollars and cents. Decimal points and commas shall be utilized when and where required. If and when applicable, a bidder chooses not to bid on specific items, the bidder shall then be required to place the wording "NO BID" or "N/B" on the specified line on the bid proposal form.
- 2.3 When applicable, all bidders shall clearly complete the space provided at the top of each bid form with their name and current address.
- 2.4 No bidder shall be permitted to offer more than one (1) price on each item, even though they may feel that they may have two or more styles that will meet the specifications. Bidders shall be required to determine for themselves which item to offer. If any bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the Township's discretion.
- 2.5 In the case of error in the extension of prices on the bid proposal form (if requested), the unit price shall govern. Unit prices shown must be net.
- 2.6 If erasures or other changes appear on the bid forms, each erasure or change shall be initialed in ink by the individual signing the bid.
- 2.7 The Invitation for Bid Proposal contract number, the vendor's name and a current address shall appear on any technical data or other information furnished by the vendor with the bid proposal.
- 2.8 Receipt of amendments/addendum by the bidders shall be acknowledged on the form that has been provided in the specifications. Addendum received prior to bid proposal submission should be acknowledged in the appropriate space on the bid document. Addendum received after bid submittal should be acknowledged by letter, fax or e-mail.
- 2.9 Any documents intended to supplement or deviate from the express requirements of this Invitation for Bid may result in a rejection of that bid proposal. Bidder quotation forms duplicating the items listed on the enclosed bid can be confusing and are not requested.
- 2.10 Signed bid proposal sheets and all bid price sheets, which the bidder has offered pricing, shall be returned for the bid to be considered as complete.

## 3.0 **MATERIAL AVAILABILITY**

- 3.1 Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to the submission of the bid and delivery time. It is the responsibility of the bidder to notify the Township immediately if item(s) specified are discontinued, replaced, or not available for an extended period of time. The Township reserves the right to charge back additional costs (freight, special handling, difference in purchase price, etc.) to the successful bidder when items are not supplied as offered. In addition, failure of the successful bidder to furnish the item(s) awarded from this bid may eliminate the bidder from the active bidder's list.

#### 4.0 **ESTIMATED QUANTITIES**

- 4.1 Unless otherwise indicated, the quantities listed in the specifications or on the proposal form are approximate only and are for the purpose of canvassing for bid proposals. The Township does not guarantee to purchase any definite quantities however the Township does intend to purchase the quantities that are required to meet its specific needs for that item(s) during the term of the contract. The quantities purchased by the Township are limited to the amount of monies budgeted and appropriated for the same under New Jersey State Statutes. Payment to the contractor will be made only for the actual quantities of items furnished in accordance with the contract and it shall be understood that the estimated quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.

#### 5.0 **SAMPLES & LITERATURE TO BE PROVIDED WITH THE BID PROPOSAL**

- 5.1 All bids shall be accompanied by descriptive literature giving full description of details as to the types of material and equipment that are to be furnished under the contract. Samples, where required, shall be delivered to the Office of the Municipal Clerk, Township Hall, 2600 Bayshore Road, Villas, NJ 08251 before the opening of bids unless otherwise required in the specifications. All sample packages shall be clearly tagged or marked as "Samples" and each sample shall bear the name of bidder, bid proposal number and item(s) number. Failure to furnish samples, when required, or to clearly identify samples, may be considered sufficient reason for rejection of the bid. All deliveries under the contract shall conform in all respects with samples, catalogue cuts, etc., as submitted and accepted as a basis for the award. The Township reserves the right to retain or destroy the articles or materials submitted as a sample for the purpose of testing or proof of contract compliance and will be free from any redress or claim on the part of the bidder or contractor if any article or materials are lost, damaged or destroyed. Upon notification from the Municipal Clerk that a sample is available for return, it shall be removed by the bidder within fifteen (15) days or the Township will not be held responsible for its disposition.

#### 6.0 **MODIFICATIONS OR WITHDRAWAL OF THE BID PROPOSAL**

- 6.1 A bid proposal that is the possession of the Municipal Clerk may be altered by letter, email or fax transmission bearing the signature or name of the person authorized for bidding provided it is received prior to the time and date of the scheduled bid opening. Under no circumstances shall the correspondence reveal the bid price or any changes to those figures which have been proposed, but should only indicate the addition, subtraction or other change in the documents and/or required support materials.
- 6.2 A bid proposal that is in the possession of the Municipal Clerk may be withdrawn by the bidder in person or by written notarized request up until the time of the scheduled bid opening. Bids may not be withdrawn after the bid opening, unless formal approval has been granted by both the Township Manager and the Township Purchasing Agent in accordance with N.J.S.A. 40A:11-23.3.

#### 7.0 **TRADE NAME PROVISIONS**

- 7.1 This provision does not apply to items that are identified as "**NO SUBSTITUTION**".
- 7.2 When items within the proposal are identified by a manufacturer's name, trade name, brand name, catalogue number or reference, it shall be understood that the bidder proposes to furnish the item so identified and does not propose to furnish a substitute

unless indicated on the bid proposal form. Brand names shall be specified if offering other than the brand identified by the Township. If more than one brand is suggested by the Township, the bidder shall be required to indicate which brand they are proposing to furnish.

#### **7.0 TRADE NAME PROVISIONS (CONTINUED)**

- 7.3 The use of trade names by the Township is intended to be descriptive, but not restrictive and only to establish a standard for items that will be considered satisfactory. Bid proposals on all brands and models may be considered provided the bidder clearly states in the bid proposal exactly what they propose to furnish. The bid shall also be required to be accompanied by the manufacturer's specifications for each item proposed. Specifications or descriptive literature shall be forwarded with the bid on all proposed substitutes or the bid may be found non-responsible by the Township. If a catalogue is submitted, the page number where the item may be found shall be marked for each item. A sample may be required for evaluation prior to the acceptance of a substitute.
- 7.4 If a bidder proposes an item different than the item identified and does not provide a manufacturer's specification for that item, the bidder may be found non-responsible for that item.
- 7.5 The Township reserves the right to inspect and evaluate the proposed alternate item(s) for future consideration and inclusion on the qualified product's list.
- 7.6 The Township reserves the right to approve or reject any proposed substitutes that are a variation from the Township's specifications or requirements, and to accept any item or group of items as may be in the best interest of the Township.

#### **8.0 PATENT RIGHTS**

- 8.1 Whenever any materials, process, composition or thing called for in these specifications is covered by letter patents, the successful bidder shall be required to secure before using or employing such materials, process, composition or thing, the assent in writing of the owner or licensee of such letter patents and file same with the Township's Purchasing Agent.

#### **9.0 COMMERCIAL WARRANTY & MANUFACTURER'S RECOMMENDATIONS**

- 9.1 The bidder shall agree that all supplies and/or services furnished under any resultant purchase order issued by the Township of Lower shall be covered by the most available commercial warranties the bidder gives to any other customer for the same supplies and/or services. All warranty information and certificates shall be furnished at the time of the bid opening and become the property of the Township upon the delivery of said items. All rights and remedies stated in the warranties must be honored by the contractor and/or their manufacturer.
- 9.2 All items shall be of new manufacture unless otherwise specifically stipulated or called for in the specifications.
- 9.3 All products offered shall have passed the first line standards as set forth by the manufacturer. No seconds, blemished articles, or items containing defects shall be included in the proposed bid unless specifically stipulated or called for in the specifications.

## 10.0 **TAX EXEMPT STATUS**

- 10.1 The Township of Lower is exempt from Manufacturers Federal Excise Tax and states sales tax.

## 11.0 **AWARD & PURCHASE**

- 11.1 The Township hereby notifies all bidders that it will affirmatively insure, to the best of its ability that in any contract entered into pursuant to this advertisement, that minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation to Bids and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of an award. The bidder hereby agrees that should the bidder be awarded a contract by the Township that they will not discriminate against any person who performs work thereunder because of race, religion, color, sex, or national origin.
- 11.2 The Township reserves the right to reject any and/or all bids, to waive any informalities or technical defects in the bids, unless otherwise specified by the Township to accept any item or groups of items in the bid, as may be in the best interest of the Township.
- 11.3 The Township intends to award the contract to the lowest responsive responsible bidder within sixty (60) days after receipt and opening of the bids or within such time as may be stated elsewhere in the specifications.
- 11.4 Upon award by the governing body a contract will be issued by the Township Clerk's Office to the successful bidder for appropriate signatures. Upon execution of the contract, the Contractor shall forward all contracts back to the Clerk's Office for final approval and official signatures.
- 11.5 The Township reserves the right to award at its discretion to any one of the tie bidders or to utilize whichever method of determination that it sees applicable to the circumstances.

## 12.0 **ASSIGNMENT OF THE CONTRACT**

- 12.1 The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written approval of both the Township's Manager and the Township Purchasing Agent.

## 13.0 **DELIVERY**

- 13.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule provided in the specifications and/or the bid proposal.
- 13.2 All items shall be delivered F.O.B. destination 2600 Bayshore Road, Villas, NJ 08251 and all delivery costs and charges included in the bid price, unless otherwise stated in the specific conditions or specifications.
- 13.3 When applicable, the time (days, weeks, months, etc.) required for delivery is a significant factor of consideration with respect to the award process. The time required for delivery shall be indicated in the space provided on the proposal form or the bid may be ruled non-responsible and may not be further considered for award. Failure to meet the established

delivery dates for any cause other than strikes or an act of God may be due cause for forfeiture of the balance of the contract.

- 13.4 The Township reserves the right to charge the Contractor or vendor an amount of five-hundred (\$500.00) dollars for each day that the materials, supplies or services are not delivered in accordance with the established delivery schedule. The per diem charge may be invoked at the discretion of the Township, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment or charged back to the contractor or vendor.

14.0 **CREDITS & RETURNS**

- 14.1 Each successful bidder shall agree to accept, for full credit, and return shipping charges, the return of any item(s) received from their packaging that is delivered damaged or is rendered the same unusable for its intended purpose.

15.0 **PAYMENT BY THE TOWNSHIP**

- 15.1 Payment shall be made by the Township only after the item(s) awarded to a contractor have been received, inspected, and found to comply with the award specifications, free of damage or defect and properly invoiced. In order for the Township to make payment, the vendor shall be required to return the Township's voucher that has been properly executed and signed. Attached also shall be the vendor's invoice and certified payrolls (when required by Law) that shall both bear the Township's purchase order number. Payment for partial payments shall not be made unless specified in the bid and/or without the prior consent of the Township's Treasurer. Failure to follow these instructions will result in the delay in the processing of invoices for payment.

16.0 **ABANDONMENT OR DELAY OF THE CONTRACT**

- 16.1 If the work to be done under this contract shall be abandoned by the contractor, or if at any time the Township Purchasing Agent shall certify in writing to the Township Council that the performance of the contract is unnecessarily or unreasonably delayed or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith or not in accordance with his/her terms thereof, the Township may annul the contract or any part thereof by a written notice served upon the Contractor, and the Township shall thereupon have the power to contract for the completion of said work in the manner prescribed by law and to charge the entire cost and expense thereof to the Contractor or to their Bonding Company.

- 16.2 The cost and expense so charged shall be deducted from and paid by the Township out of such monies as may be due or become due to the Contractor under and by virtue of the contract. In the case that such expense shall exceed the amount that would have been payable by the Contractor their surety shall pay the amount of such excess to the Township.

17.0 **TERMINATION CLAUSE**

- 17.1 The failure of any contractor or supplier of the Township to comply with the terms of this bid shall subject any contract or purchase order to revocation.

18.0 **CONTRACTOR'S COOPERATION WITH THE TOWNSHIP**

- 18.1 The Contractor shall keep in touch with the Township Purchasing Agent or any other representative(s) of the Township so designated by the Purchasing Agent and shall actively cooperate in all matters pertaining to this contract in any way the Purchasing Agent may direct or to the end that the Township of Lower shall receive efficient and satisfactory service. The Contractor shall meet with the Township Purchasing Agent or his designated representative(s) when requested to answer any questions or to resolve any problems concerning the contract or they may be judged to have failed in the performance of the contract and their bond shall be liable.

## 19.0 **BID BOND/SECURITY**

- 19.1 Each bid shall be accompanied by a Bid Bond, Certified Check, Treasurer's Check or Cashier's Check in the amount of ten (10%) percent of the total amount of the bid (but not in excess of \$20,000.00) per N.J.S.A. 40A:11-21.
- 19.2 The bid security of all bidders except the three (3) apparent lowest responsible bidders, will be returned within ten (10) days after the opening of bids, Sundays and holidays exempted. The bid security of the remaining unsuccessful bidders will be returned within three (3) days. Sundays and holidays exempted, after award of the contract and upon receipt and approval of the contractor's Performance Bond.
- 19.3 Non-performance by a successful bidder or their failure to execute the contract or meet bond requirements within ten (10) days after notice of award shall result in their bid security being forfeited to the Township as liquidated damages.
- 19.4 Where the specifications or instructions provide for no Surety/Performance bond requirements, the check of the successful bidder will be returned upon satisfactory completion of the work or delivery and inspection of the goods and services purchased subject to such other provisions of these instructions or the specifications, whichever may apply.
- 19.5 If no contract has been awarded within sixty (60) days after bid opening, bid security will be returned upon demand of the bidder.

## 20.0 **CERTIFICATE OF SURETY**

- 20.1 Each bidder shall include with their bid proposal a certificate from a Surety Company authorized to transact business in the State of New Jersey, stating that it shall provide the Contractor with a Performance Bond in the sum required by these instructions if awarded the contract per N.J.S.A. 40A:11-22. All bonds shall be approved as to form and sufficiency by the Township Solicitor.
- 20.2 The Certificate of Surety documents shall include the following information, in order to be considered complete by the Township.
- 20.2.1 **A Certificate of Surety** - from an insurance company authorized to issue Surety and Performance Bonds in the State of New Jersey. The Certificate of Surety shall state that upon award of a contract by the Township, that a Performance Bond shall be issued and supplied to the Township in an amount equal to one-hundred (100%) percent of the total contract and/or an amount established by the Township. The Bond shall be for the faithful performance of the contract and in

place for the total duration of the contract. (See Section 21.0 for established amount of the contract)

20.2.2 **A Certificate of Power of Attorney** - issued and supplied by an insurance company. This certificate shall state that the Attorney-In-Fact who is the signatory on the Certificate of Surety is duly authorized by the insurance company and its Board of Directors to sign on their behalf.

20.2.3 **A Financial Statement** - issued and supplied by the State of New Jersey's Department of Insurance. This statement shall include financial information on the insurance company that is issuing the Certificate of Surety and the Performance Bond to the Township. The information provided shall include a listing of the corporate officers, assets, liabilities and available surplus funds.

## 20.0 **CERTIFICATE OF SURETY (CONTINUED)**

20.2.4 **A Certificate of Authority** - issued and supplied by the State of New Jersey's Department of Insurance. This form certifies that the insurance company being utilized for the surety has complied with the laws of the State of New Jersey and is approved to transact business in the State.

## 21.0 **PERFORMANCE BOND**

21.1 The successful bidder, when awarded a contract, shall be required to furnish with their bid proposal submission a Performance Bond in the amount as specified below for the faithful performance of all provisions of the terms, conditions and specifications of the contract and their obligations thereunder. The bond shall be provided by an approved Surety Company authorized to transact business in the State of New Jersey.

21.2 Said Performance Bond shall be posted and supplied in the dollar amount of **\$25,000.00**. This dollar amount was established as an initial estimate of the work that could be performed under this contract should a natural or manmade disaster occur within the Township during the course of the contract.

## 22.0 **RESERVATIONS**

22.1 The Township reserves the right to reject any and/or all bid proposals or parts of the bid and to waive any informalities or technicalities in the bid proposals as may be in the best interest of the Township and that may be permitted by Law.

22.2 The Township reserves the right to award the contract as a lump sum and/or on an individual item basis or such combination as shall, in its judgment, be in the best interest of the Township of Lower and the general public.

22.3 The Township may waive minor differences in specifications provided these differences do not violate the specifications intent nor materially affect the operation for which the item or items are being purchased, nor increase the estimated operating, maintenance and/or repair cost to the Township.

## 23.0 **DEVIATIONS FROM THE SPECIFICATIONS**

- 23.1 In addition to the above requirements, all deviations from the specifications shall be noted in complete detail by the bidder in writing at the time of the submittal of the formal bid proposal. The absence of a written list of specification deviations at the time of submittal of the bid proposal will hold the bidder strictly accountable to the Township for furnishing material(s), equipment or services in full accordance with the specifications as written, and failure to do so will be grounds for rejection upon delivery of any item(s) not full meeting specifications.

**24.0 INSPECTION OF PRODUCTS & ITEMS DELIVERED**

- 24.1 All materials, equipment, supplies and/or services delivered to or performed for the Township of Lower shall be subject to final inspection and/or testing by the Township or by other testing laboratories that the Township may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the Township may reject all or any part of the materials, supplies or services to be provided under this contract. Variances in materials, supplies and/or services may be waived upon approval by the Township Purchasing Agent.

**25.0 DOMESTIC PRODUCTS TO BE UTILIZED**

- 25.1 Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18 in connection with this contract.

**26.0 LAWS & REGULATIONS**

- 26.1 In all operations related to any contract awarded under these specifications, all ordinances and regulations of the Township of Lower and all United States, State of New Jersey, County of Cape May and Township Laws, which shall be or become applicable to and control or limit in any way the actions of those engaged as Principal or Manager, must be respected and complied with strictly. The Contractor shall protect and indemnify the Township of Lower and its agents or employees against any claim or liability arising from or based on the violation of such laws, ordinance or reservations, whether by them or their employee.

**27.0 REQUIRED CONTRACTOR LICENSES & PERMITS**

- 27.1 The Vendor/Contractor and/or the subcontractor shall be responsible to secure a Township Contractor License or present a valid New Jersey State License to the Township's Inspector, located in the Construction Office, Township Hall, 2600 Bayshore Road, Villas, NJ 08251. Failure to secure said licenses will be cause for delay in payment by the Township and could subject the vendor to possible fines by the Township.
- 27.2 The Vendor/Contractor shall comply with all Federal, State, County and local laws, regulations, resolutions, and ordinances affecting the work prescribed herein; shall give the proper public authorities all requisite notice in connection with the work and, when applicable shall obtain said permits from the Township's Construction Office, Township Hall, 2600 Bayshore Road, Villas, NJ 08251. The Contractor shall be solely responsible for any damages resulting from their neglect to obey all laws, regulations, rules, and ordinances and should they perform any work prescribed in the specifications or drawings, knowing it to be contrary to such laws, regulations, resolutions, rules and ordinances and without notifying the Township in writing and obtaining a notice to proceed.

## 28.0 **NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS**

28.1 The provisions of Chapter 127. Public Laws of 1975 are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of this statute. Prospective bidders shall be required to answer the attached questionnaire and as applicable, complete the Affirmative Action Affidavit or comply with other requirements of the law.

## 29.0 **NEW JERSEY PREVAILING WAGE RATES REQUIREMENTS (WHEN and WHERE APPLICABLE, REQUIRED FOR THIS CONTRACT)**

29.1 The provisions of Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974, New Jersey State Statutes, Prevailing Wage Rates on Public Contracts, as determined by the Department of Labor and Industry, are applicable to this contract. When and where applicable certified payrolls shall be required and noncompliance of this requirement will be cause for delay in the process of payments.

## 30.0 **PUBLIC DISCLOSURE STATEMENT**

30.1 Whereas, N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all partners in the partnership who own a ten (10%) percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporation and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a public disclosure document shall result in rejection of the bid proposal.

## 31.0 **NON-COLLUSION AFFIDAVIT**

31.1 By the submission of this required affidavit, the bidder certifies that the bid has been arrived at independently and submitted without collusion with any other bidder, and that the contents of the bid has been communicated by the bidder, nor to the best of their knowledge and belief, by any one of its agents, to any person not an employee or an agent of the bidder or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid proposal. Failure to furnish this information with your bid proposal shall be cause for immediate rejection of the bid proposal.

## 32.0 **NEW JERSEY WORKER & COMMUNITY RIGHT-TO-KNOW ACT**

32.1 The manufacturer or supplier of substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with PL 1983, Chapter 315, "Worker and Community Right-to-Know Act", Subsection b, Section 14 & N.J.S.A. 34:5A-et seq., "The New Jersey Worker and Community Right-to-Know Act", effective August 29, 1984. Further, all applicable material Safety Data Sheets (MSDS), a/k/a hazardous substance fact sheet, shall be furnished to the Township of Lower and on file with the Township Safety Officer.

## 33.0 **INDEMNIFICATION REQUIREMENTS**

- 33.1 If a contract is awarded, the successful bidder shall be required to indemnify and hold the Township of Lower harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to or death of, any person arising out of or attributable to the bidder's performance of the contract awarded.
- 33.2 Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the Township and the bidder shall be required to replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

34.0 **INSURANCE REQUIREMENTS & COVERAGE'S**

- 34.1 Unless otherwise required by special conditions of this invitation for bids, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits of not less than those set forth below:

34.0 **INSURANCE REQUIREMENTS & COVERAGE'S (CONTINUED)**

- 34.2 **Commercial General Liability Insurance**  
General Liability limits of **\$1,000,000.00 dollars** each occurrence and **\$2,000,000.00 dollars** aggregate products and completed operations.

- 34.2.1 Umbrella & Excess Liability Insurance  
In the amount not less than **\$3,000,000.00 dollars** giving protection in excess of the Commercial General & Auto Liability Insurance.

- 34.3 **Comprehensive Automobile Liability Insurance**  
Automobile liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than **\$1,000,000.00 dollars** any one person and \$1,000,000 dollars any one accident for bodily injury and \$1,000,000.00 dollars per accident for property damage, shall be maintained in full force during the duration of the contract.

**Note: On all liability insurance policies, the Township of Lower shall be named as additional insured and insurance certificates furnished to the Township shall indicate such coverage.**

- 34.4 **Workers' Compensation & Employer's Liability Insurance**  
Workers' Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in the performance of the contract pursuant to N.J.S.A. 34:15-12(a) & N.J.S.C. 12:235-1.6. Statutory coverage minimum of **\$500,000.00 dollars** including Employer's Liability coverage in the amount not less than **\$1,000,000.00 dollars**.

**Note: The successful bidder shall provide the Township with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the Township shall be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew or material change in such coverage. The**

**required certificates shall be provided and on file with the Municipal Clerk's Office prior to the commencement of work in connection with this contract. All certificates must be approved by the Township's Risk Management Consultant in advance of commencement of work.**

- 34.5 The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise. Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

**35.0 OCCUPATIONAL SAFETY & HEALTH ACT (IF & WHEN APPLICABLE)**

- 35.1 All materials, supplies and equipment furnished or services performed under the terms of the purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), as well as with other applicable Federal, State, County and local Codes.

**36.0 AMERICANS WITH DISABILITIES ACT OF 1990**

- 36.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read American with Disabilities language as indicated below and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the owner harmless.

36.1.1 The Contractor and the Township of Lower, (hereafter "owner") do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "Act") (42 USC 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 owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act. During the performance of this contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all cost and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete

particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representative.

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

It is further understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligation assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of this Agreement or otherwise by Law.

**37.0 TOBACCO & DRUG FREE WORK ENVIRONMENT**

37.1 The use of tobacco, drugs and alcohol are prohibited in the Township's buildings, facilities and vehicles.

**38.0 CONFLICT OF INTEREST POLICY**

38.1 All bid proposal awards are subject to N.J.S.A. 40A:9-22.1 Local Government Ethics Law

**39.0 OMITTED**

**40.0 OMITTED**

**41.0 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC)**

41.1 Whereas, N.J.S.A. 52:25-24.2 requires that each bidder (contractor) and subcontractor so named in the bid proposal shall be required to submit proof of a New Jersey Business Registration Certificate (BRC) prior to the award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC can be obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available through the internet website @ [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by telephone @ (609) 292-1730. Whereas, N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods and services for a contractor fulfilling this contract:

41.1.1 The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor.

41.1.2 Prior to receipt of the final payment from a contracting agency, a Contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were utilized.

41.1.3 During the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

41.2 A Contractor, subcontractor or supplier of a service who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of the violation, not to exceed \$50,000.00 for each business registration not properly provided and/or maintained under a contract with a contracting agency. Information on the law and the requirements is available by calling (609) 292-1730.

#### **42.0 NEW JERSEY "PAY-TO-PLAY" LAW (N.J.S.A. 19.44A-20 et seq.)**

42.1 All contractors are being placed on notice of the following:

42.1.1 The Law prohibits a county or municipality from entering into a contract having an anticipated value in excess of \$17,500.00 with a business entity, except a contract that is awarded pursuant to a fair and open process, if that business entity has made a reportable contribution, in the case of a county to any county committee of a political party in that county, if a member of that political party is serving in an elective public office of that county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that county when that contract is awarded. In the case of a municipality, to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when that contract is awarded. A business entity that enters into such a contract with a county or municipality would be prohibited from making a contribution to any of these committees during the term of the contract.

#### **43.0 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT & PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

43.1 Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract shall be required to complete the certifications contained herein and to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list can be found on the Division's website @ <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders are required to review the list prior to completing the certifications. Failure to complete the certifications will render a bidder's proposal nonresponsive by the Township. If the Director finds a person or entity to be in violation of law, that they 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.

43.2 Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision

of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

- 43.3 Pursuant to N.J.S.A. 52:32-60.1, et seq. And N.J.S.A : 40A :11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**BID #2026-01**  
**RE-BID CONCESSION CONTRACT TO SUPPLY, INSTALL AND SERVICE**  
**VENDING MACHINES**

**SPECIFICATIONS**

**1. Type of Bid and Date of Bid:** This is a three (3) year contract with a minimum \$4,500.00 Dollars sealed bid to SUPPLY, INSTALL AND SERVICE VENDING MACHINES at the enclosed listed Township locations. The Township will cause any existing machines to be removed by the owners of these machines (upon award of this contract). This is a total minimum bid of Four Thousand Five Hundred Dollars (\$4,500.00) for the concession term of July 1, 2026 through June 30, 2029, with a minimum bid of One Thousand Five Hundred Dollars (\$1,500.00) for 2026, One Thousand Five Hundred Dollars (\$1,500.00) for 2027, and One Thousand Five Hundred Dollars (\$1,500.00) for 2028. This bid is to be awarded based on the highest total aggregate bid for the concession term of July 1, 2026 through June 30, 2029. Bid Opening for this concession will take place on **Tuesday, May 19, 2026 at 10:00 A.M.** at Township of Lower Municipal Building, 2600 Bayshore Road, Villas, New Jersey.

The Township, in its sole and absolute discretion, shall have the right, but no obligation, to grant up to two (2) one-year extensions of the initial Term by resolution of the Township Governing Body upon a finding that the concession services are being performed in an effective and efficient manner. Nothing contained herein shall be deemed or construed to create any right to an extension of the Term. If a first extension is granted, the Year 1 extension amount shall be a twenty percent (20%) increase over the total aggregate of the initial term. If a second extension is granted, the Year 2 extension amount shall be a twenty percent (20%) increase over the Year 1 extension total.

**2. Method of Payment:** A certified check or bank draft in the amount of ten percent (10%) of the total aggregate bid not to exceed \$20,000 as a good faith deposit at the time of bid then the remainder of the first-year bid by July 15, 2026. A certified check or bank draft in the amount of the second-year minimum bid for year 2027 shall be paid by July 1, 2027. A certified check or bank draft, in the amount of the third-year minimum bid for year 2028 shall be paid by July 1, 2028.

**Failure to make any payment when due shall constitute nonperformance and default by bidder and may result in cancellation of the contract by Township. All payments made by bidder are non-refundable in the event of cancellation or default by bidder.**

**3. Payments of Rents:** All sums of money owed to the Municipality under the contract shall be payable to the Township of Lower, 2600 Bayshore Road, Villas, New Jersey 08251 and all such rental sums shall be payable annually. All checks shall be

mailed or delivered to the above address c/o the Township of Lower Chief Financial Officer.

**4. Dollar Volume:** The Vendor shall not require nor does the Township guarantee any specific dollar or product volume be maintained for any machine placed.

**5. Number, Type and Time for Installation:** All vending machines shall be installed and operational on or before July 1<sup>st</sup> of each year. The successful Vendor must contact the Township's Purchasing Agent and the Recreation Director prior to the installation of machines in each location. The successful Vendor shall provide the following types of vending machines at the following locations:

<b><u>LOCATION</u></b>	<b><u>MACHINE TYPE</u></b>
1. Lower Township Police Department 1389 Langley Road Erma, NJ 08204	One (1) Cold Beverage One (1) Snack
2. Recreation Department 2600 Bayshore Road Villas, NJ 08251	One (1) Cold Beverage One (1) Snack
3. Lower Township Community Pool 700 Winslow Avenue North Cape May, NJ 08204	One (1) Cold Beverage One (1) Snack

**6. Product Pricing:** All products shall be priced consistently from location to location, i.e. no food or beverage item shall cost more in one location than in another.

**7. Product Freshness:** The Vendor shall be responsible for maintaining food and beverage products within their shelf life in all machines. All (shelf-life) expired items shall be removed and replaced with fresh products.

**8. Products Permitted:** It is the intent of the Township to ensure the majority of items vended in these machines are nationally advertised name brands of first quality. The Township reserves the right to require the successful Contractor to remove items that do not meet these criteria. The Township reserves the right to require the successful Contractor to furnish additional products during the term of this contract as customer demands change and new products become available. All such requests shall be in writing. All vending machine products must be packaged and maintained in the original package and the successful bidder shall be subject to health inspections performed on all handlers of the vending machine products, as well as the vending machine stations.

**9. Product Guarantee:** The successful Vendor shall guarantee any and all goods supplied under these specifications. Defective and/or inferior goods shall be replaced at the expense of the Vendor. In this instance, the Vendor shall be responsible for any return freight or restocking charges.

**10. Trash Removal:** The successful Vendor shall dispose of internal machine waste on a regular basis as necessary and maintain machines to meet standards of health and sanitation imposed by Federal, State, County and Township regulatory agencies. All empty receptacles related to servicing and/or the filling of machines must be removed by the Vendor's employees at every location. No trash related to the filling or servicing of these machines may be left in any Township location.

**11. Requirements:** All vending machines shall be equipped with dollar bill acceptors and electronic coin mechanisms and must fit into space identified by the Township. All machines must have the name of the vendor and a toll-free phone number for service and product problems displayed prominently on the front of each machine. The Vendor shall have the ability to reimburse patrons for incorrect change or when a machine fails to vend a product.

**12. Materials and Workmanship:** All design, workmanship, supplies, products and materials shall in every respect be in accordance with the best current practice in the industry, and all materials used shall be new unless otherwise specified. All design, workmanship, and materials shall be at all times and places subject to the inspection of the Municipality. Should they fail to meet the approval, they shall forthwith be made good, replaced or corrected, as the case may be, by the Vendor at the Vendor's expense.

**13. Additional Machines:** The Township of Lower reserves the right to require the successful Vendor to add machines to any of the locations listed in the summary, or in any other Township of Lower location during the contract period under the same terms and conditions.

**14. Machine Replacements:** The Township of Lower reserves the right to require the successful Vendor to remove and replace any vending machines which, in the opinion of the Township, have so deteriorated as to render the machine non-serviceable based on continued mechanical malfunctions or in the case where physical appearance has degenerated so that it detracts from the décor.

**15. Machine Removal:** No machine shall be removed from any location during the full term of the Contract unless authorized in writing by the Township Purchasing Agent.

**16. Appearance of Employees:** All employees of the successful Vendor shall be either uniformed or readily identifiable. The Vendor's employees (or individuals under the Vendor's control) shall conduct themselves at all times in a courteous and professional manner.

**17. Service:** The successful Vendor shall furnish services within 24 hours of notification of a problem. Service shall be available Monday through Friday between the hours of 8:00 AM and 4:30 PM. Machines shall be serviced and stocked on a regular

basis to ensure machines do not become empty of vending items. Vendor shall develop a procedure for returning coins "lost" in the vending machines. The Township of Lower Chief Financial Officer must approve this procedure prior to installation of machines.

**18. Reservation of Rights:** The Township of Lower reserves the right to sell, or permit to be sold by independent vendors, competing beverages and snacks at Township-sponsored events and festivals located at sites set forth in Paragraph 5 above.

**19. References:** All Vendors shall list no fewer than two (2) references for Vending Machine Service.

**20. Mercantile License:** The successful bidder will also be required to obtain a mercantile license from the Township of Lower. Said mercantile license shall be purchased on or before July 15th of each contract year. Without said mercantile license, the bidder is prohibited from selling any product in this bid during that contract period.

RE-BID #2026-01  
VENDING AGREEMENT

CONTRACT TO SUPPLY, INSTALL, SERVICE AND MAINTAIN  
VENDING MACHINES 2026-2029

THIS VENDING AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between:

Township

TOWNSHIP OF LOWER  
2600 Bayshore Road  
Villas, New Jersey 08251  
hereinafter called "Township"

AND

Vendor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
hereinafter called "Vendor"

WHEREAS, Vendor has submitted the highest responsive bid in response to the Notice to Bidders and was awarded the concession to Supply, Install, Service and Maintain Vending Machines 2026-2029 in accordance with the Local Public Contracts Law; N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Authorization. The execution of this Agreement has been authorized on behalf of the Township by Resolution No. \_\_\_\_\_ adopted 2026 which Resolution is herein incorporated by this reference.

2. Bid Terms and Conditions. Vendor agrees to comply with all terms and conditions of the Bid Proposal submitted by Vendor, all sections and provisions of the Specifications and General Requirements and all required attachments thereto including the General Instructions, Specifications and Resolution all of which are incorporated herein and made part of this Agreement and collectively referred to as the "Contract Documents" or the "Agreement". In the event of a conflict between any term or provision of the Contract Documents and this Agreement, this Agreement shall control.

3. Concession Locations. The Township shall permit the use of certain locations as indicated herein by Vendor to Supply, Install, Service and Maintain Vending Machines within the Township. The permitted vending locations shall include the following Vending Locations: 1, 2, and 3 the descriptions of which follow:

**LOCATION**

**MACHINE TYPE**

- |  |  |
|--|--|
| 1. Lower Township Police Department<br>1389 Langley Road<br>Erma, NJ 08204         | One (1) Cold Beverage<br>One (1) Snack |
| 2. Recreation Department<br>2600 Bayshore Road<br>Villas, NJ 08251                 | One (1) Cold Beverage<br>One (1) Snack |
| 3. Lower Township Community Pool<br>700 Winslow Avenue<br>North Cape May, NJ 08204 | One (1) Cold Beverage<br>One (1) Snack |

4. Term. The term of this Agreement is Three (3) years, commencing effective the signing date of this Agreement as first written above, and **terminating June 30, 2029.**

5. Right to Extend. The Township, in its sole and absolute discretion, shall have the right, but no obligation, to grant up to two (2) one-year extensions of the initial Term by resolution of the Township of Lower Governing Body upon a finding that the vending services are being performed in an effective and efficient manner. Nothing contained herein shall be deemed or construed to create any right to an extension of the Term. These contract extensions shall automatically take effect July 1, 2029 and 2030, respectively, unless either party notifies the remaining party in writing of its intent not to extend for the additional contract term. Said notice shall be via Certified Mail, Return Receipt Requested and shall be received by the remaining party no later than (90) days prior to the expiration of the existing contract term.

6. Use of Vending Locations. Vendor shall utilize the Vending Locations for, and only for, the operation of the installation and maintenance of vending machines.

7. Maintenance of Vending Locations. Vendor agrees to fully maintain the subject Vending Locations by keeping them in repair, furnishing all equipment and/or replacements of equipment necessary to operate the installation and maintenance of vending machines thereon, and by being solely responsible for all necessary maintenance to and cleaning of the Vending Locations. The Township hereby reserves the exclusive right of approval of all locations, material and color of the storage box or cabinet which Vendor has been permitted to erect at each of the foregoing concession locations designated Concession Nos. 1, 2, and 3. The cost and expense of providing such storage box or cabinet is hereby agreed to be the exclusive obligation of the Vendor.

8. Payment of Fees. Vendor shall pay fees annually in the amounts as set forth below, during the three (3) years of this Agreement. Said sums shall be due on the following dates:

Receipt acknowledged upon signing of Agreement 10%.....\$ \_\_\_\_\_  
For 2026: Balance before July 15, 2026.....\$ \_\_\_\_\_  
For 2027: On or before July 1, 2027.....\$ \_\_\_\_\_  
For 2028: On or before July 1, 2028.....\$ \_\_\_\_\_  
  
Total fees payable over term of Agreement .....\$ \_\_\_\_\_

**FAILURE TO PAY FEES WHEN DUE SHALL CONSTITUTE AN IMMEDIATE DEFAULT OF THIS AGREEMENT. THE TOWNSHIP SHALL HAVE THE RIGHT TO REBID THE CONCESSION UPON DEFAULT OF THE AGREEMENT AND MITIGATE DAMAGES.**

9. Additional Fees. Should Vendor fail to comply with the terms of this Agreement, Township may take any required action and charge the cost, including reasonable attorney fees, to Vendor as additional vending fees. Failure to pay such additional fees upon demand shall constitute a material violation of this Agreement.

10. Insurance. Vendor agrees, at its sole cost and expense, to purchase and maintain the insurance described in the Contract Documents and as is appropriate for the work and services being performed and furnished throughout the duration of the Agreement. Vendor further agrees to accept any and all responsibility for liability incurred as a result of the operation of this Vending in the event the policy limits are otherwise not sufficient or adequate, and does further herewith, through the execution of this Agreement, hold the Township, its agents and officers, harmless in the event of any incident giving rise to a claim against any entity.

11. Hold Harmless. Vendor shall indemnify, save harmless and defend the Township, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Township, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment, merchandise or materials supplied under this Agreement or by the performance of any work or services under this Agreement, including all suits or actions of every kind or description brought against the Township, either individually or jointly with Vendor for or on account of any damage or injury to any person or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work, services or provision of any merchandise pursuant to or in connection with this Agreement, or through any negligence or alleged negligence in safeguarding the Vending Areas, or through any act, omission or fault or alleged act,

omission or fault or alleged act, omission or fault of the Vendor, its employees, Subcontractors or agents or others under the Vendor's control.

12. Mercantile License. Vendor shall be required to obtain a mercantile license for the operation of vending machines that are authorized pursuant to this Agreement.

13. Rules and Regulations. Vendor hereby covenants with the Township to observe such Rules and Regulations, which are hereinafter established, as part of this Agreement, and Vendor further agrees that any material violation thereof shall void this Agreement.

14. Rescission of Vending. Vendor hereby acknowledges that upon the violation of any Ordinance, now or hereafter adopted by the Township, or upon the violation of any condition or regulation governing the operation of and/or management of the Vending, or this Agreement, all rights and privileges granted herein to operate the Vending may be revoked and rescinded by the Township and the decision of Township shall be final, with respect to said revocation and rescission, both in law and in equity.

15. Assignment. Vendor agrees not to assign, transfer, convey, sublet or otherwise dispose of his Agreement, or any part thereof, or its rights, title or interest therein, without first obtaining the written consent of the Township.

16. Waiver. The failure of the Township at any time to insist upon a strict performance of any terms, conditions and covenants contained within this Agreement or the Contract Documents shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained or within the Contract Documents.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. Any and all actions to enforce or to interpret this Agreement shall be brought in the Superior Court of New Jersey, Cape May County.

18. Entire Agreement/Modification. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement. No alterations, changes, modification or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by both of the parties hereto or their duly authorized representative.

19. Validity Agreement and Bid Documents. Should any clause or provision of this Agreement or the Contract Documents be found to be legally invalid by a Court of competent jurisdiction, the remaining clauses or provisions thereof shall remain in full force and effect.

20. Parties Bound. Vendor agrees to be bound by the terms of this Agreement and the provisions of this Agreement, along with all applicable Contract Documents and any memorandums of understanding further clarifying the item(s) or services to be provided, shall bind the parties and shall bind and inure to the legal representatives, successors and assigns of the parties respectively.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST/ WITNESS:

TOWNSHIP OF LOWER

\_\_\_\_\_  
Karen Fournier, Clerk

By: \_\_\_\_\_  
Frank Sippel, Mayor

VENDOR

\_\_\_\_\_ By: \_\_\_\_\_

**BID PROPOSAL FORM**  
**RE-BID CONCESSION CONTRACT TO SUPPLY, INSTALL AND SERVICE**  
**VENDING MACHINES**  
**2026-2029**

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

2026 Season \_\_\_\_\_

Amount in words

\$ \_\_\_\_\_

Amount in numbers

2027 Season \_\_\_\_\_

Amount in words

\$ \_\_\_\_\_

Amount in numbers

2028 Season \_\_\_\_\_

Amount in words

\$ \_\_\_\_\_

Amount in numbers

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

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Fax Number

**Professional Service Contracts Required Documents**

<input type="checkbox"/>	Signed Contract by Professional
<input type="checkbox"/>	C. 271 Political Contribution Disclosure Form
<input type="checkbox"/>	Statement of Ownership Disclosure
<input type="checkbox"/>	Certification of Non-Involvement Russia or Belarus
<input type="checkbox"/>	Disclosure of Investment Activities in Iran
<input type="checkbox"/>	New Jersey Business Registration Certificate (BRC)
<input type="checkbox"/>	Business Entity Disclosure Certification N.J.S.A 19:44A-20.8
<input type="checkbox"/>	Non-Collusion Affidavit
<input type="checkbox"/>	Affirmative Action Compliance
<input type="checkbox"/>	Exhibit A Mandatory Equal Opportunity
<input type="checkbox"/>	American with Disabilities Act of 1990
<input type="checkbox"/>	W-9

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Name of Company

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Address

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Town

---

State

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Zip

---

Telephone

---

Fax Number

---

Company Website

---

Tax ID #

---

Representative Contact

---

Telephone

---

Email Address

**\*The completed vendor packet must be submitted prior to the execution of any contract. Packets remain valid for one (1) year from the date of approval.**

- **For Professional Services** awarded by Resolution, the completed packet shall be submitted to: Karen Fournier, Township Clerk  
Email: [kfournier@townshipoflower.org](mailto:kfournier@townshipoflower.org)
- **For QPA-awarded contracts under \$53,000**, the completed packet shall be submitted to: Robert Osborn, Qualified Purchasing Agent  
Email: [rosborn@townshipoflower.org](mailto:rosborn@townshipoflower.org)

## **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the

contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**



FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant to N.J.S.A. 19:44A-20.8

**TOWNSHIP OF LOWER**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

\_\_\_\_\_ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one year period preceding \_\_\_\_\_ (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Frank Sippel	
Kevin Coombs	Any present or future candidate committee or
Thomas Conrad	Joint candidate committee or local political party
Roland Roy	Committee formed for the election of members of
Joseph Wareham	the Lower Township governing body.

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stockholder or Shareholder	Address

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: \_\_\_\_\_

Signature of Affiant: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name of Affiant : \_\_\_\_\_ Date: \_\_\_\_\_

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

**TOWNSHIP OF LOWER**

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

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

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

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

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

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

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

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

~~~~~

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

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

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

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

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

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: \_\_\_\_\_

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

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

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

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Address |
|---------------------------------------|---------|
|                                       |         |
|                                       |         |
|                                       |         |
|                                       |         |

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

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

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

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

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

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of Lower** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township of Lower** to notify the **Township of Lower** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township of Lower** to declare any contract(s) resulting from this certification void and unenforceable.

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 county 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## AMERICANS WITH DISABILITIES ACT OF 1990

### Equal Opportunity for Individuals with Disability

The contractor and the owner 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 all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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

## **New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, **Township of Lower** (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the **Township of Lower** with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.


Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of

\$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

**Emergency Purchases or Contracts**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE<br>FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS |                                                                                                          | DEPARTMENT OF TREASURY<br>DIVISION OF REVENUE<br>PO BOX 202<br>TRENTON, N.J. 08646-0202 |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| TAXPAYER NAME:<br>TAX REGISTRATION TEST ACCOUNT                                                             | TRADE NAME:<br>CLIENT REGISTRATION                                                                       |                                                                                         |
| TAXPAYER IDENTIFICATION#:<br>970-097-382/500                                                                | SEQUENCE NUMBER:<br>0107330                                                                              |                                                                                         |
| ADDRESS:<br>847 ROEBLING AVE<br>TRENTON NJ 08611                                                            | ISSUANCE DATE:<br>07/14/04                                                                               |                                                                                         |
| EFFECTIVE DATE:<br>01/01/01                                                                                 | <i>J.P. &amp; Tully</i><br>Acting Director                                                               |                                                                                         |
| FORM-BRC(08-01)                                                                                             | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. |                                                                                         |

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

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_, of full age,  
being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled \_\_\_\_\_, and that I executed the said proposal with  
(Title of bid proposal)

full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **Township of Lower relies upon** the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.  
(Name of firm)

Subscribed and sworn to before me this day, \_\_\_\_\_, 2 \_\_\_\_:

\_\_\_\_\_  
Signature of affiant

\_\_\_\_\_  
Type or print name of affiant

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS**  
**N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

AFFIRMATIVE ACTION REGULATION COMPLIANCE NOTICE

Re: Affirmative Action Regulations P.L. 1975,  
C. 127 Procurement and  
Service Contractors

"Bidders are required to comply with the requirements of P.L. 1975, C. 127."

A. CONTRACTORS/VENDORS

1. Contractors and/or vendors will submit with the signed proposal Affirmative Action evidence. The Affirmative Action evidence shall be in one of the following forms.
    - a. An existing federally approved or sanctioned affirmative action program.
    - b. A Certificate of Employee Information Report from the Treasurer Office of the State of New Jersey.
    - c. If the Contractor/Vendor cannot present "a" or "b" the Contractor/Vendor is required to submit a completed Employee Information Report (Form AA-302). This form will be made available to Contractor/Vendor by the Township of Lower within seven (7) days after notification of intent to award the contract or receipt of the contract, whichever is sooner.
- 

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL PROSPECTIVE BIDDERS:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES \_\_\_\_\_ NO \_\_\_\_\_

2. Do you have a State Certificate of Employee Information Report Approval?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a photocopy of such Certificate of Employee Information Report with this proposal.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

CONTRACTOR/VENDOR: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

Certification 111XX

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.  
33 WEST STATE STREET  
TRENTON, NJ 08625**

**VOID**



State Treasurer

CERTIFICATION OF NON-INVOLVEMENT IN  
**PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

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Signature of Vendor's Authorized Representative

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Print Name and Title of Vendor's Authorized Representative

---

Vendor's Name

---

Vendor's Address (Street Address)

---

Vendor's Address (City/State/Zip Code)

---

---

Date

---

Vendor's FEIN

---

Vendor's Phone Number

---

Vendor's Fax Number

---

Vendor's Email Address

---

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

## Disclosure of Investment Activities in Iran

Person or Entity

### Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.*

OR



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

## Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

## Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the **Township of Lower** 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 **Township of Lower** to notify the **Township of Lower** 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 **Township of Lower** and that the **Township of Lower** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

|                              |  |              |             |
|------------------------------|--|--------------|-------------|
| <b>Full Name<br/>(Print)</b> |  | <b>Title</b> |             |
| <b>Signature</b>             |  |              | <b>Date</b> |

**Request for Taxpayer  
 Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
 requester. Do not  
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See specific instructions on page 9. | <p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                           |
|                                                        | <p><b>2</b> Business name/disregarded entity name, if different from above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                           |
|                                                        | <p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) _____</p> | <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p> |
|                                                        | <p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions . . . . . <input type="checkbox"/></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                           |
|                                                        | <p><b>5</b> Address (number, street, and apt. or suite no.). See Instructions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Requestor's name and address (optional)                                                                                                                                                                                                                                                                                   |
|                                                        | <p><b>6</b> City, state, and ZIP code</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                           |
|                                                        | <p><b>7</b> List account number(s) here (optional)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                           |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

|                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |   |   |   |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|--|
| Social security number                                                                                                                                                                                                                                                                                                                                                                                                                     |   |   |   |   |  |
| <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:2%; border: 1px solid black; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:2%; border: 1px solid black; text-align: center;">-</td> <td style="width:46%; border: 1px solid black; height: 20px;"></td> </tr> </table> |   | - |   | - |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                            | - |   | - |   |  |
| or                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |  |
| Employer identification number                                                                                                                                                                                                                                                                                                                                                                                                             |   |   |   |   |  |
| <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:2%; border: 1px solid black; text-align: center;">-</td> <td style="width:73%; border: 1px solid black; height: 20px;"></td> </tr> </table>                                                                                                                                               |   | - |   |   |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                            | - |   |   |   |  |

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                          |      |
|------------------|--------------------------|------|
| <b>Sign Here</b> | Signature of U.S. person | Date |
|------------------|--------------------------|------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they