

CITY OF CAMDEN

PURCHASE ORDER REQUIRED DOCUMENTS

Vendor to sign and provide a copy of the following forms to receive a purchase order and ensure payment once goods/services are rendered:

1. Affirmative Action Compliance Notice: Provide proof of Employee Information Report **or** AA302 (NJSA 10:5-31 & NJAC 17:27 et. seq.). Please click on the below link for online submission - https://www.nj.gov/treasury/contract_compliance/
2. Currently dated fully completed W-9

Over \$6,600 vendor to provide above forms along with:

1. Disclosure of Prohibited Activities in Russia-Belarus N.J.S.A. 40A:11-2.2
2. NJ Business Registration Certificate (BRC) (only needed once the City's orders exceed \$6,600.00
 1. A NJ BRC is required by NJSA 52:32-44. If you do not have the certificate, please apply for the certificate via the following link:
<https://www.state.nj.us/treasury/revenue/busregcert.shtml>

OVER \$17,500 and awarded as a Non-Fair and Open procurement, vendor to provide all above forms along with:

1. Business Entity Disclosure & Chapter 271 - New Jersey Local Unit Pay-to-Play Law (N.J.S.A. 19:44A-20.8 & 19:44A-20.26 et seq.), which requires compliance forms for any total purchases over \$17,500 within a 12-month period

PURCHASE ORDER CONTRACT TERMS & CONDITIONS

- 1) **Compliance with laws** – All labor, materials, goods or services shall be in strict accordance with and local, state and federal laws, rules and regulations applicable to this contract and to the performance thereof.
- 2) **Approval** – If this contract requires the supplier of the labor, material, goods *or* services, which are the subject of this contract, to be approved, then this contract is conditioned upon the receipt of such approval by the proper authorities.
- 3) **Assignment** – This contract or any part hereof shall not be assigned, or performance hereunder delegated or sublet without first obtaining the City of Camden (City)'s written approval.
- 4) **Delivery** – The price includes delivery of all materials and goods F.O.B. job, freight and cartage prepaid, at job locations the City will indicate, unless contract specifies otherwise.
- 5) **Hold Harmless** – The Contractor covenants and agrees to protect, defend, and hold harmless the City, its agents, consultants, or representatives against any damage for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by contract. The Contractor further agrees to indemnify and save harmless the City, its agents, consultants, or representatives from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the Contractor, his servants, or agents. In case of default by Contractor, the City may procure the material, equipment, goods, or services covered by this contract from other sources and hold the Contractor responsible for any excess occasioned thereby.
- 6) **Payments** – Payments will be made by Purchase Order/Voucher to the Contractor in accordance with standard City procedures. Unless otherwise specified in the contract, relevant prompt payment deadlines for goods and services under P.L.2018, c.127 is sixty (60) calendar days from the receipt of a properly executed invoice. Where a vendor is required to provide a claimant certification, the claimant certification is a necessary component of a properly executed invoice.
- 7) **Security** – The City reserves the right to require the Contractor to provide security in the form of a performance bond in an amount to be determined by the City.

- 8) **Insurance** – The City reserves the right to require the Contractor to maintain proper insurance to protect against all claims under Workers’ Compensation and employer liability, general liability, and automobile liability, Certificates of Insurance, when required, shall be in an amount and with an insurance carrier satisfactory to the City.
- 9) **Inspection** – Material, equipment, goods, or services are subject to inspection and testing by the City or its designated agents. Should any material, equipment, goods or services fail to meet City requirements during such inspection or test, the material, equipment, goods, or services shall be rejected and shall be immediately replaced by the Contractor, at the Contractor’s risk and expense.
- 10) **Warranties** – The Contractor warrants that all material, equipment, goods, or services that are the subject of this contract will conform with applicable drawings, specifications, samples, and/or other descriptions given to the Contractor and will be free from defects. Without limitations of any rights which the City may have at law by reason of any breach of warranty material, equipment, goods, or services which are not warranted may be returned at Contractor's expense for either credit or replacement as the City may direct.
- 11) **Changes** – The City reserves the right to make any changes relating to this contract. If any such changes may cause a substantial variation in the cost of furnishing the material, equipment, goods, or services covered hereby, the price shall be varied in the same ratio. Any claim of additional compensation hereunder must be asserted within thirty (30) days after such change is ordered. Failure of the Contractor to so assert its claim shall operate as a waiver.
- 12) **Termination** – The City may terminate this contract, in whole or in part, at any time by written or telegraphic notice to Contractor at his last known address of business. The City’s liability for costs arising out of any such terminated contracts shall not include anticipatory profits or other damages.
- 13) **Modification of Agreement** – Any modification of this contract shall be binding upon the City, unless made in writing and signed by the Purchasing Agent or other duly authorized representative of the City.
- 14) **Integration** – This contract represents the entire arrangement between the parties and both parties hereby covenant and agree to adhere to all of its terms and conditions in performing all obligations expressed herein.
- 15) **Certification** – The Contractor certifies under penalty of perjury that, it, nor any parent entity, subsidiary, or affiliate appears on the NJ Department of Treasury’s lists of entities engaged in prohibited investment activities in Iran pursuant to P.L. 2012, c. 25. The Contractor further certifies that by signing a Purchase Order with the City, the representative is an authorized officer or representative of the Contractor and is able to make this certification on its behalf.

Purchasing Notice

- The City of Camden (City) is tax exempt as per N.J.S.A. 54:32B-9(a)(1). **City Tax I.D. is #21-6000418.** Tax Exempt forms are available upon request.
- **Claims are payable only on the City Purchase Order.** Vendor is required to sign on the “CLAIMANT’S CERTIFICATION AND DECLARATION” section. E-mail the completed and signed PO/Voucher to financefax@ci.camden.nj.us or mail to the City of Camden, 520 Market Street, Camden, NJ 08102 together with your invoice.
- **Invoices are submitted for payment when the following is complete:**
 - All products ordered have been delivered and/or all work/services are complete.
 - Purchase order(s) have been signed by the vendor.
 - An invoice has been submitted.
 - **All charges must be billed on this purchase order and voucher returned within one week after date of shipment.**
- **Vendor agrees to comply with EEO/AA Compliance of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq and submit Certified Employee Information Report or AA302 with signed voucher.**
- When applicable, all “**New Jersey Worker and Community Right to Know Act**” **information and labels must be included with the goods and materials.** If not, this must be stated in writing with the packing slip.
- **FEDERAL EXCISE TAX EXEMPTION IS HEREBY CLAIMED UNDER CHAPTER 30 OF THE INTERNAL REVENUE CODE FOR THE PRODUCTS LISTED ON THIS ORDER. THE CITY OF CAMDEN REGISTRATION NO IS 21-6000418. THIS NUMBER IS FILED WITH THE DIRECTOR OF INTERNAL REVENUE, NEWARK N.J. THE AMOUNT OF FEDERAL EXCISE TAX MUST APPEAR ON THE VOUCHER FORM IN DOLLARS AND CENTS**
- It is agreed that goods delivered shall comply with all Federal, State and local laws relative hereto, and that the Vendor shall defend actions or claims brought and save harmless the buyer or his agent from loss, cost or damage by reason of actual or alleged infringement of letters patent.
- The parties in this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 dealing with discrimination in employment on public contracts and the Rules and Regulations promulgated pursuant thereunto are hereby made a part of the contract and are binding on them.
- “Seller warrants that the prices and terms of such merchandise comply with the existing provisions of the Robinson-Patman Act and all other such anti-trust laws, Federal, State

or local as well as rules, orders and regulations issued thereunder.”

- DO NOT FURNISH GOODS WITHOUT AN ORDER.

N.J. Business Registration Certificates Compliance

GOODS & SERVICE CONTRACTS (including Purchase Orders) Pursuant to N.J.S.A. 52:32-44, the City of Camden (“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 N.J. Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

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:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the Contracting Agency a complete and accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, 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.

CONSTRUCTION CONTRACTS (including public works related purchase orders) in addition to the above requirements:

- 4) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file. Pursuant to N.J.S.A. 54:49-4.1, a contractor, subcontractor or supplier 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. Information on the law and its requirements are available by calling (609) 292-9292.

Mandatory Equal Employment Opportunity

EXHIBIT A

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.

EXHIBIT A (CONT)

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:

1. Letter of Federal Affirmative Action Plan Approval;
 2. Certificate of Employee Information Report;
- or
3. 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.)

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.

EXHIBIT B

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

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS ONLY

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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its

EXHIBIT B (Cont.)

discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

EXHIBIT B (Cont.)

- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

EXHIBIT B (Cont.)

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD,

Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, **the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.** The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Prevailing Wage

All Public Work projects performed at the City of Camden in excess of \$19,375.00 is subject to PREVAILING WAGE as per N.J.S.A. Chapter 34:13B-2.1 &16

The New Jersey State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. requires contractors on public works/construction projects to follow laws related to the payment of minimum wages to employees and the reporting of those wages. Such bid specifications must expressly state that all workers employed in the performance of these projects shall be paid not less than the prevailing wage rate. The law is administered by the NJ Department of Labor and Workforce Development.

The home page for information about the Act is found here:
[Wage & Hour and Contract Compliance | Prevailing Wage Rates on Construction-Related Public Works Projects \(nj.gov\)](#)

Contracts for “public work” defined by the law require contractors to pay the prevailing wage for each trade craft covered under the law. The term “public work” means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under a contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.