

**REQUIREMENTS OF VENDORS CONDUCTING BUSINESS WITH THE CITY OF SOUTH AMBOY &  
REQUIREMENTS TO RECEIVE PAYMENT FROM THE CITY OF SOUTH AMBOY**

**TERMS AND CONDITIONS OF SOUTH AMBOY MUNICIPAL PURCHASE ORDER CONTRACTS:**

1. No official, employee or agent of the City of South Amboy is permitted to accept gift(s) from vendors or others conducting business with the City of South Amboy.
2. All materials or services furnished on this Purchase Order are specific and subject to City inspection and approval within a reasonable time after delivery at the South Amboy destination indicated on the Purchase Order. Materials or services other than those specified in this Purchase Order shall not be substituted without prior, written authority from the South Amboy City Administrator. Material rejected will be returned at the vendor's risk and expense.
3. The quantity of material ordered must not be exceeded without prior written authority being first obtained from the South Amboy City Administrator. Back orders are prohibited!
4. Damage to any material not packed to ensure proper protection to same shall be charged to vendor. Packages must be marked plainly with shipper's name and City's delivery destination. No charges are allowed for boxing or crating unless previously agreed upon in writing by the City.
5. Failure of a Bidder to execute a Purchase Order awarded to him/her or to comply with any of the terms and conditions therein, may disqualify him/her from receiving future orders and shall be considered a breach.
6. The City of South Amboy when requesting a price quotation, shall request your most competitive price per item(s) only once. All prices quoted shall include all transportation, delivery and unloading costs fully prepaid, F.O.B. destination.
7. All materials, supplies, equipment and vehicles shall be shipped F.O.B. destination, unloaded, inside delivery, upstairs/downstairs and debris removed. The City will not pay freight or express delivery charges. Deliveries shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday at the location indicated on the Purchase Order.
8. The City can only purchase materials, supplies, services, equipment and vehicles via a fully executed City of South Amboy Purchase Order. Employees or officials do not have the authority to purchase on behalf of the City of South Amboy.
9. All materials and supplies purchased must be labeled according to the NJ Worker & Community Right To Know Act, N.J.S.A. 34:5-1 et. seq. Specifically, 34:5A-30. Labels and MSDS sheets must be supplied upon delivery of the materials and/or supplies.
10. Vendor accepting this purchase order certifies compliance with federal and state regulations regarding equal employment opportunity without regard to race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States or nationality and prohibits discrimination on the basis of disability.
11. The Vendor acknowledges receipt of Affirmative Action Exhibit A and the vendor agrees to comply with NJSA 10:5-31 et. seq. and NJAC 17:27.
12. Your Business Registration Certificate according to P.L. 2004, C57 must be submitted to the municipality prior to conducting business with the City.
13. The City of South Amboy complies with the NJ Prompt Payment Law for construction work. Visit the municipal website described below to submit a "City of South Amboy complete voucher" and other requirements.
14. Chapter 271, PL 2005 requires all business entities who receive \$50,000 or more from public contracts with public entities to file a report with the NJ Election Law Enforcement Commission. (ELEC) Additional information is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).
15. Only the terms and conditions of this Municipal Purchase Order contract shall govern this transaction. The vendor shall not attach any other terms or conditions.
16. The vendor shall pay prevailing wage rates where applicable for public work.
17. All vendors doing business with the City of South Amboy must submit a completed W-9 Form Request for Taxpayer ID Number.
18. It is the policy of the City Committee of the City of South Amboy that all contractors, vendors or entities performing work or service that could otherwise be performed by the City of South Amboy to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act. Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State Laws concerning discrimination, harassment and civil rights.
19. The vendor acknowledges receipt of the Americans with Disabilities Act (ADA) Policy found at the South Amboy website [www.southamboynj.gov](http://www.southamboynj.gov).
20. The City's notice that it complies with the vendor's obligation to comply when receiving a City of South Amboy purchase order/contract. See the Civil Rights Policy Resolution #161-2015 on the South Amboy website [www.southamboynj.gov](http://www.southamboynj.gov) under Purchasing Department Forms.
21. All Vendors shall comply with Truth in Contracting Laws: NJSA 2C:21-34, 2C:27-10 and 2C:27-11.
22. The Vendor shall hold and save the City of South Amboy, harmless from liability (of any nature or kind) for or on account of the use of any copyrighted, secret process, patented invention, equipment or any other item used in the performance of contract.
23. In accordance with NJAC 17:44-2.2 the vendor, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
24. All vendors are prohibited from posting comments (information, articles and pictures) on the City's social media sites including Facebook, YouTube and Twitter.

**CLICK ON [www.southamboynj.gov](http://www.southamboynj.gov), then BIDS & JOBS** for bidding opportunities, South Amboy's requirement for compliance with the NJ Prompt Pay Law for Construction and vendor's responsibilities relative to Pay to Play and South Amboy's Civil Rights Policy and Americans with Disabilities Act and Affirmative Action.

**PAYMENT POLICY FOR NON-CONSTRUCTION SERVICES AND GOODS**

1. Vendor must sign the City of South Amboy voucher (attached to the Purchase Order), certifying that their claim for payment is correct and the vendor accepts the terms and conditions as set forth herein. The vendor then immediately returns the City voucher to the City of South Amboy Finance Department, 140 N. Broadway, South Amboy, NJ 08879 upon placement of order or furnishing the goods or services to the City. Do not send the City voucher and your invoice to the shipping address.
2. The South Amboy Department Manager who received the item(s) or service(s) is required to sign the Purchase Order, certifying all items were received in full as listed on the Purchase Order.
3. Payments are approved by the City Committee at its business meetings held on the first and third Tuesday of each month. Completed and signed City vouchers must be submitted to the Finance Department at least one (1) week prior to the aforementioned meeting dates for payment consideration.
4. The City of South Amboy does not pay any late fees or interest charges or return freight or restocking charges.
5. The City of South Amboy is tax-exempt from Federal or State taxes under the provision of the New Jersey Sales & Use Tax Act (Chapter 30, Laws of 1960). South Amboy's Tax Identification No. is: 22-6006300.