

Bid No. 2021-10-32

TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY
NEW JERSEY

**“SOLAR POWERED PORTABLE DOUBLES-SIDED DYNAMIC
MESSAGE SIGN”**

TOWNSHIP OF PISCATAWAY

MAYOR

BRIAN WAHLER

PISCATAWAY TOWNSHIP COUNCIL

KAPIL K. SHAH, COUNCIL PRESIDENT
MICHELE LOMBARDI, COUNCIL VICE PRESIDENT
GABRIELLE CAHILL
JAMES BULLARD
STEVE D. CAHN
FRANK UHRIN
LINWOOD ROUSE

BUSINESS ADMINISTRATOR

TIMOTHY J. DACEY

TOWNSHIP CLERK

MELISSA A. SEADER

PROJECT MANAGER

GUY GASPARI
DIRECTOR OF PUBLIC WORKS
455 HOES LANE PISCATAWAY, NJ 08854

**ANY QUESTIONS MUST BE E-MAILED TO Purchasing@piscatawaynj.org NO LATER
THAN October 20, 2021. @ 12noon. PHONE CALLS WILL NOT BE ACCEPTED THERE
WILL BE NO EXCEPTIONS.**

Bid Opening Date: Thursday, October 28, 2021 AT 2:00 PM

BIDDER: _____

ADDRESS: _____

TEL. NO.: _____

EMAIL: _____

THE TOWNSHIP OF PISCATAWAY



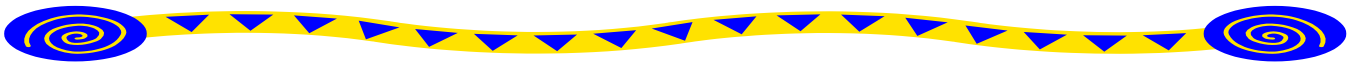
TOWNSHIP OF PISCATAWAY

GOOD & SERVICES

Bid Instructions

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(1) ORIGINAL BID PACKET (1) TRUE COPY OF THE ORIGINAL

BID NO: 2021-10-32

NOTICE TO BIDDERS

**TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Business Administrator or designated representative, for the Township of Piscataway, on **THURSDAY, OCTOBER 28, 2021 at 2:00PM** prevailing time, which will be publicly read via zoom as listed below. This bid opening will be broadcast LIVE via Zoom. Bids will be publicly opened and reviewed for completeness for the following:

“SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAMIC MESSAGE SIGN”

Bids must be made on standard proposal form, be enclosed in a sealed package bearing the name and address of bidder and the words **“SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAMIC MESSAGE SIGN”** on the outside and delivered to the Township Purchasing office only, 455 Hoes Lane, Piscataway, NJ 08854 during regular business hours, 8:30 am to 12:20 pm and 1:30 pm to 4:30 pm., Monday through Friday, excluding holidays. *Please be advised that the municipal building is closed daily between 12:20 PM and 1:30 PM.*

Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid. The Municipal building is closed to the public due to the Covid-19. PLEASE, DROP OFF YOUR SEALED BID BY OR BEFORE 12NOON.

BIDS WILL BE OPENED VIA ZOOM @2PM.

SHOULD ANY ISSUES ARISE OBTAINING THIS BID PLEASE CALL PURCHASING @ 73-562-2321.

Bids Specifications, Plans and instructions to bidders may be obtained at:
<http://bids.piscatawaynj.org/>

Question and Answer Due Date: OCTOBER 20, 2021 by 12 Noon, E-mail only to:
Purchasing@piscatawaynj.org

Addendum may be downloaded from the Township website <http://bids.piscatawaynj.org/>

(1) Bid Packet Marked “ORIGINAL” (1) Photo Copy of the Original “TRUE COPY”

During the Covid-19 pandemic, while the statewide “State of Emergency” declaration is still in effect in according with Executive Order 107 all proposal packets will only be read and opened electronically “BROADCAST LIVE” via ZOOM Bid opening. The Municipal building is closed due to the Covid-19 restrictions. Once the bid opening is concluded bidders must call the Purchasing Agent @ 732-562-2321 to set an appointment if bidders wishes to review any of the bids.

All bids shall be kept sealed , and will be received and publicly opened on the proposal opening date and time in the Township Council Chambers using Virtual teleconferencing which can be access by logging in to zoom in the following manner:

Join Zoom Meeting:

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: PISCATAWAY BID OPENING

TOPIC: SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAMIC MESSAGE SIGN

Time: Oct 28, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83668238166?pwd=WUtQOWcrTGx0TWpUUlh5Qk0ybHRBUT09>

Meeting ID: 836 6823 8166

Passcode: 065673

One tap mobile

+13017158592,,83668238166#,,,,*065673# US (Washington DC)

+13126266799,,83668238166#,,,,*065673# US (Chicago)

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

Meeting ID: 836 6823 8166

Passcode: 065673

Bids can be hand delivered to the Municipal Building by calling the Purchasing Agent Purchasing@732-562-2321. If using an outside delivery and/or messenger service (i.e. Federal Express, UPS, etc.), please note the following: **The Township will not be responsible for deliveries made prior to or after normal business hours, or to any other office, or for the failure of a bidder to affix the label provided with the bid package on the courier envelope.**

Surety in the form of a bid bond, certified check or Cashier's Check in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the Township of Piscataway shall submit with the bid. The successful bidder will be required to furnish a Performance Bond in the Amount of 100% of total bid. Bidders shall comply with the requirements of N.J.S.A.10:5-31 and N.J.A.C. 17-27 et seq. Division of Purchasing.

Bid NO: 2021-10-32

**TOWNSHIP OF PISCATAWAY: “SOLAR POWERED PORTABLE
DOUBLE-SIDED DYNAAIC MESSAGE SIGN”**

Bidder’s Electronic Question Due Date: OCTOBER 20, 2021 @12NOON

Purchasing@piscagtawaynj.org

PRE-BID Conference / Site Visit Date: N/A

Bid Submission Due Date: THURSDAY, OCTOBER 28, 2021 @2PM

Please, make sure your Sealed Bid arrives by or before 12noon.

Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid. The Municipal building is closed to the public due to the Covid-19.

SHOULD THERE BE AN ISSUE OBTANING THE BID PLEASE CALL PURCHASING 732-562-2321.

PLEASE, DROP OFF YOUR SEALED BID BY OR BFORE 12NOON on 12/28/2021.

BIDS WILL BE OPENED VIA ZOOM @2PM

Bid Opening via ZOOM: Instructions below:

During the Covid-19 pandemic, while the statewide “State of Emergency” declaration is still in effect in according with Executive Order 107 all proposal packets will only be read and opened electronically “BROADCAST LIVE” via ZOOM Bid opening. The Municipal building is closed due to the Covid-19 restrictions. Once the bid opening is concluded bidders must call the Purchasing Agent @ 732-562-2321 to set an appointment if bidders wishes to review any of the bids.

All bids shall be kept sealed , and will be received and publicly opened on the proposal opening date and time in the Township Council Chambers using Virtual teleconferencing which can be access by logging in to zoom in the following manner:

Join Zoom Meeting

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: PISCATAWAY BID OPENING

TOPIC: SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAAAMIC MESSAGE SIGN

Time: Oct 28, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83668238166?pwd=WUtQOWcrTGx0TWpUUlh5Qk0ybHRBUT09>

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Dial by your location

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

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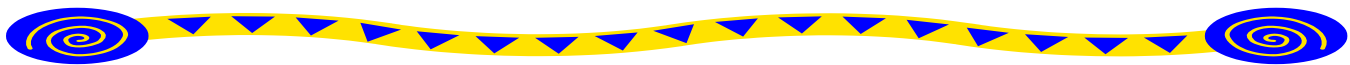
REQUIRED: (1) Bid Packet Clearly Marked "ORIGINAL", Documents all filled out & Signed in Blue Ink.

“ ONLY (1) ORIGINAL CERTIFIED BID BOND IS REQUIRED” IN THE ORIGINAL BID PACKET.

REQUIRED: (1) a Photo Copy of the Original Bid Clearly Marked "TRUE COPY"
No original documents in the true copy.

THE TOWNSHIP OF PISCATAWAY

“SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAAAMIC MESSAGE SIGN”



INSTRUCTIONS TO BIDDERS



Page 1-31

MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Purchasing Specialist

TOWNSHIP OF PISCATAWAY GOOD & SERVICES

Bid Instructions & General Requirements For

Bid No: 2021-10-32

**“2021-SOLAR POWERED PORTALE DOUBLED-SIDED
DYNAMIC MESSAGE SIGN”**

Thursday, October 28, 2021

Bid Opening Date

2:00 p.m. (VIA ZOOM)

Bid Opening Time

Opening Location: 455 Hoes Lane
Piscataway, NJ 08854

MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Purchasing Specialist

IV
INSTRUCTIONS TO BIDDERS

NOTE: - ANY QUESTIONS MUST BE SUBMITTED IN WRITING PER SECTION XV, BY E-MAIL TO: PURCHASING@PISCATAWAYNJ.ORG BY DUE DATE. PHONE CALLS WILL NOT BE ACCEPTED.

SECTION I PREPARATION AND SUBMITTAL OF BIDS

All bids must be submitted on the township's bid forms in sealed envelopes. All documents, bid bond, affidavits and other information accompanying the bids, shall be contained in the sealed bid envelope.

The outside of the sealed bid envelope must contain the following information and be addressed as follows:

Bid No: 2021-10-32

Name of Bid: "SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAAIC MESSAGE SIGN"

Name of Bidder:

Address of Bidder:

**Honorable Mayor and Township Council
c/o Township Purchasing Office
455 Hoes Lane,
Piscataway, NJ 08854.**

Bid Name: "SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAAIC MESSAGE SIGN"

Failure to properly label the bid envelope may be cause for the rejection of the bid.

Bids must be delivered to the Purchasing Agent **before or by 12 Noon on 10/28 /2021** by calling 732-562-2321.
Bids will be **publicly opening Via Zoom at 2pm.**

The Township of Piscataway does not accept electronic (E-mail) submission of bids.

If you are using a mailer/transmittal by FEDEX or UPS envelope or box to transmit your sealed bid envelope. All of the above information must also appear on the exterior mailer/transmittal envelope or box.

Bids must be delivered to the Purchasing Agent at 455 Hoes Lane, Piscataway **before or by 12noon on 10/28/2021.**
Bids will **be publicly opening Via Zoom at 2pm.**

All bids must be delivered to the Township Purchasing Office by calling 732-562-2321 at 455 Hoes Lane during normal business hours, 8:30 AM to 12:30 PM and 1:30 PM to 4:30 PM, Monday through Friday. *****ALL TOWNSHIP OFFICES, (EXCEPT FOR THE MUNICIPAL COURT), WILL BE CLOSED MONDAY THRU FRIDAY BETWEEN 12:30 PM -1:30 PM. EXTERIOR BUILDING DOORS AT THE MUNICIPAL BUILDING AND PUBLIC WORKS/COMMUNITY DEVELOPMENT BUILDING WILL LOCK AT APPROXIMATELY 12:25 PM.*****

We will not accept bid packages on weekday holidays when the Township Purchasing Office is closed. No other office is authorized to accept bids. We will not be responsible for bids delivered prior to or after normal business hours, or to any other office. **NO OTHER OFFICE IS AUTHORIZED TO RECEIVE BID PACKAGES AT ANYTIME. It is incumbent upon the bidder to determine if the Township of Piscataway has received your bid timely.**

Bids can be hand delivered to the Municipal Building by calling the Purchasing Agent at 732-562-2321. If using an outside delivery and/or messenger service (i.e. Federal Express, UPS, etc.), please note the following: **The Township will not be responsible for deliveries made prior to or after normal business hours, or to any other office, or for the failure of a bidder to properly label the package with the name of the project.**

NO BID SHALL BE ACCEPTED AFTER THE DATE AND TIME ANNOUNCED IN THE NOTICE TO BIDDERS AND ANY BIDS RECEIVED AFTER SUCH DATE AND TIME WILL BE RETURNED UNOPENED TO THE BIDDER.

Please make sure to drop off your sealed bid before or by 12noon 10/28/2021. Bids will be opened Via Zoom @2pm.

Join Zoom Meeting:

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: Piscataway Bid Opening

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: PISCATAWAY BID OPENING

Topic: SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAAAMIC MESSAGE SIGN

Time: Oct 28, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83668238166?pwd=WUtQOWcrTGx0TWpUUIh5Qk0ybHRBUT09>

Meeting ID: 836 6823 8166

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 836 6823 8166

Passcode: 065673

Submission of (1) Original Bid in [Blue Ink](#) and (1) Photo Copy of the original marked "TRUE COPY".

Required (1) Original Bid Bond only with the Original bid packet.

*All bids are to be submitted in duplicate; one (1) Original; one (1) Photo Copy of the Original Marked "TRUE COPY.
No originals in the True copy*

REQUEST FOR BIDS
DEPARTMENT OF PUBLIC WORK
GOODS & SERVICES

The Township of Piscataway, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 40A:11 et seq., for

Bid No. 2021-10-32 “SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAAIMC MESSAGE SIGN”

All necessary bid specifications and bid forms may be secured Township website at: <http://bids.piscatawaynj.org/>.

Specifications and instructions to bidders may be obtained on the Township website <http://bids.piscatawaynj.org/>. Bid documents will not be mailed.

Addendums- Bidders may contact the Purchasing office by E-mail only at: Purchasing@piscatawaynj.org regarding questions or additional information about the bid specifications. **Q & A DUE DATE: 10/20/2021 by 12NOON.**

Due to the COVID 19: To drop off your sealed bids please call Purchasing @ 732-562-2321. Purchasing will be accepting the bids outside in front of the municipal building and will be opening LIVE BROADCAST via ZOOM.

PLEASE, DROP OFF YOUR SEALED BID BY OR BEFORE 12NOON ON 10/28 /2021 BY CALLING PURCHASING.

BIDS ARE TO BE SUBMITTED TO:

Division of Purchasing/ Attention Purchasing Agent
The Township of Piscataway
455 Hoes Lane
Piscataway, New Jersey 08854
Phone: 732-562-2321
E-mail: purchasing@piscatawaynj.org

Bids must be sealed and delivered to the Purchasing Office of the Piscataway Township *on or before* date and time indicated below. The envelope to bear the following information:

Title: **SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAAIMC MESSAGE SIGN**

Bid No: **2021-10-10-32**

Bidders Name:

Bidders Address:

Date: **THURSDAY, OCTOBER 28, 2021**

Drop off time: **Before or By 12 Noon**

Time: **2:00 p.m. (Publicly Opened Via ZOOM)**

The bid opening process will begin on the above advertised date and time at Administrative offices “**BROADCAST LIVE**” via ZOOM at 455 Hoes Lane, Piscataway, NJ 08854. Bids shall be submitted to the Purchasing office at the bid opening meeting, prior to the advertised date and time. On the advertised date and time, the Purchasing Agent shall publicly receive by 12 noon and open all bids @2pm via zoom. **No bids shall be received after the time designated in the advertisement.** (N.J.S.A. 40A:11-1 et. seq. The Township of Piscataway does not accept electronic (e-mail) submission of bids.

Submission of (1) Original Bid in [Blue Ink](#) and (1) Photo Copy of the original marked "TRUE COPY".

All bids are to be submitted in duplicate; one (1) Original; one (1) Photo Copy of the Original Marked "TRUE COPY. No originals in the True copy.

Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid. The Municipal building is closed to the public due to the Covid-19. PLEASE, MAKE SURE YOUR SEALED BID ARRIVES BY OR BEFORE 12noon on 9/09/2021.

Bid Packages to be submitted in Duplicate. Bids must be placed in a *sealed* envelope/package marked as shown below on the front of the envelope/package. Bid packages must be submitted **in duplicate** on the proposed bid submittal forms as provided, and in the manner designated. The Township of Piscataway requires one original bid package, one duplicate true copy of the bid package. The extra copies are necessary for processing of the bids. Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Outside of Envelope Label Information:

Township: THE TOWNSHIP OF PISCATAWAY
Bid Number: 2021-10-32
Project: SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAMIC MESSAGE SIGN
Q & A DUE DATE: 10/20/2021 @12NOON
BID DUE BY: 10/28 /2021 BY or BEFORE 12NOON
BID OPENING: 10/28/2021 @2PM VIA ZOOM.

Failure to properly label the outside of bid envelope may be cause for the rejection of the bid.

During the Covid-19 pandemic, while the statewide "State of Emergency" declaration is still in effect in according with Executive Order 107 all proposal packets will only be read and opened electronically "BROADCAST LIVE" via ZOOM Bid opening. The Municipal building is closed due to the Covid-19 restrictions. Once the bid opening is concluded bidders must call the Purchasing Agent @ 732-562-2321 to set an appointment if bidders wishes to review any of the bids.

All bids shall be kept sealed , and will be received and publicly opened on the proposal opening date and time in the Township Council Chambers using Virtual teleconferencing which can be access by logging in to zoom in the following manner:

[Join Zoom Meeting:](#)

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: PISCATAWAY BID OPENING

TOPIC: **SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAAAMIC MESSAGE SIGN**

Time: Oct 28, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83668238166?pwd=WUtQOWcrTGx0TWpUUIh5Qk0ybHRBUT09>

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 836 6823 8166

Passcode: 065673

**Please, make sure to drop off your sealed bid before or by 12noon
On 10/28/2021.**

Bids will be opened Via Zoom @ 2pm

BID OPENING MEETING

All bids will be publicly received and unsealed by the Purchasing Agent opened at the above address and read beginning at **2:00pm** on **THURSDAY, OCTOBER 28, 2021**. **"LIVE BROADCAST, VIA ZOOM"**. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete and presented to the Purchasing Agent prior to the advertised bid date and time. No bids shall be received or accepted by The Township of Piscataway after the advertised bid date and time.

Join Zoom Meeting:

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: PISCATAWAY BID OPENING

TOPIC: SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAA MIC MESSAGE SIGN

Time: Oct 28, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83668238166?pwd=WUtQOWcrTGx0TWpUUIh5Qk0ybHRBUT09>

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+1 346 248 7799 US (Houston)

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Passcode: 065673

PLEASE, DROP OFF YOUR SEALED BID BY OR BEFORE 12NOON ON 10/28 /2021 BY CALLING PURCHASING

N/A

There will be a pre-bid meeting on _____ . While attendance is not mandatory.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination (N.J.A.C. 17:27-1 et seq.). An Initial Project Workforce Report will be required from the successful contractor. (Form AA-201).

Contractors bidding on this project are to comply with the requirements of the New Jersey Prevailing Wage Act pursuant to N.J.S.A. 34:11-56.25 et seq.

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the Township of Piscataway, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.00.

Bidders are required by law to submit a Statement of Ownership Disclosure form statement setting forth the names and addresses of all persons and entities that own ten (10%) percent or more of its stock or interest of any type at all levels of ownership.

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The bid package will also include other documents that must be completed and returned with 40A:11-1 et seq., the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

The Township of Piscataway reserves the right to reject any or all bids pursuant to N.J.S.A. 40A:11-1 et seq., and to waive any informalities that may be in the best interests of the Township.

MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Purchasing Specialist

SECTION II

Ethics in Purchasing

Township Responsibility

Recommendation of Purchases

It is the desire of The Township of Piscataway to have all employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

Officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 40A:11-1 et seq.,

Solicitation/Receipt of Gifts – Prohibited

Officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with The Township of Piscataway or anyone proposing to do business with the Township.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with The Township of Piscataway, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of The Township of Piscataway or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Township of Piscataway, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of The Township of Piscataway or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Township.

SECTION III SIGNATURE OF BIDDERS- BLUE INK

The firm, corporation or individual name of a bidder must be manually signed in ink in the space provided on the bid form. In the case of a corporation, the title of the officer signing on behalf of the corporation must likewise be stated, the seal of the corporation must be duly affixed and the corporate officer executing the documents on behalf of the corporation must complete the enclosed Bidder's Affidavit.

In the case of a partnership, the signature of at least one partner must follow the firm name together with an indication that the signature is that of a partner. In the event that some other agent of the partnership submits or executes Bidder's Affidavit, a bid for the firm, he/she shall attach thereto a notarized statement executed by the proprietor which designates him/her as an agent of the proprietorship to execute and submit the bid in question.

SECTION IV BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

Business Organization

Each Bid Proposal Form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

The Bid Proposal Form must be duly signed by the authorized representative of the company, at the end of the Bid Proposal Form. **Failure to sign in Blue Ink the Bid Proposal Form may be cause to disqualify the entire bid.** If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The Township of Piscataway will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it may be cause to disqualify that particular bid as non-responsive. (N.J.S.A. 40A:11-1 et seq.,)

The bidder also conveys by submitting a bid that the company he represents is financially solvent, experienced in and competent to perform the type of work so specified.

SECTION V BUSINESS REGISTRATION CERTIFICATE

The contractor shall furnish its own N.J. business registration certificate with its bid.

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et al) or Subsection e. or f. of Section 92 of P.L. 1977, c. 110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with the Township of Piscataway.

FAILURE TO SUBMIT THIS SHALL BE CAUSE FOR REJECTION OF THE BID.

The Township reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of contract will result in the rejection of the proposal.

SECTION VI BIDDER'S AFFIDAVIT

Each bidder shall duly execute and deliver to the Township of Piscataway at the time of this submission of his/her bid, the Bidder's Affidavits on the form attached hereto. **FAILURE TO SUBMIT THIS SHALL BE CAUSE FOR REJECTION OF THE BID.**

SECTION VII AFFIRMATIVE ACTION AFFIDAVIT

Each Bidder will complete, sign and deliver, at the time of submission of his/her bid, an Affirmative Action Affidavit on the form included in and made part of this proposal. **FAILURE TO SUBMIT THIS SHALL BE CAUSE FOR REJECTION OF THE BID.**

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS--EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** upon notification of award by the governing body. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, **Form AA-202** once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to The Township of Piscataway Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

All relevant questions should be related to: Department of Treasury
 Division of Purchase and Property
 Contract Compliance and Audit Unit
 EEO Monitoring Program—PO Box 206
 Trenton, New Jersey 08625-0206
 (609) 292-5473

SECTION VIII AFFIDAVIT OF NON-COLLUSION

Each Bidder will complete, sign and deliver, at the time of the submission of his/her bid, an Affidavit of Non-Collusion on the form included in and made a part of this proposal.

NON-COLLUSION AFFIDAVIT (N.J.S.A. 52:34-15)

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, 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 Piscataway relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid. **Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.**

The respondent has to 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 of bona fide established commercial or selling agencies maintained by the respondent.

The Township of Piscataway has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response. **FAILURE TO SUBMIT THIS SHALL BE CAUSE FOR REJECTION OF THE BID.**

SECTION IX CORPORATE DISCLOSURE AFFIDAVIT

Each Bidder will complete, sign and deliver, at the time of submission of his/her bid, a Corporate Disclosure Affidavit on the form included in and made a part of this proposal. **FAILURE TO SUBMIT THIS SHALL BE CAUSE FOR REJECTION OF THE BID.**

STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership 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 business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened. Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

SECTION X WITHDRAWAL OF BID

No proposal may be withdrawn, altered or otherwise modified after it has been duly deposited at the Office of the Purchasing Agent of the Township of Piscataway.

WITHDRAWAL OF BIDS

Before the Bid Opening

The Purchasing Agent may consider a written request from a bidder to withdraw a bid if the written request is received by the Purchasing Agent before the advertised time of the bid opening. Any bidder who has been granted permission by the Purchasing Agent to have his/her bid withdrawn cannot re-submit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.

After the Bid Opening

The Township of Piscataway may consider a written request from a bidder to withdraw a bid, if the written request is received by the Purchasing Agent within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a bid after the bid opening may be reviewed by the Purchasing Agent, the Director of Public Works , other interested administrators; and the Department of Public Works of Record for the project (if necessary) and/or the Township Attorney and a recommendation will be made to the Township. If the Township of Piscataway grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Township.

SECTION XI AWARD OF CONTRACT

Award of the contract, if made, will be made on or before the sixty (60) days following the opening of bids, to the lowest responsive and responsible bidder whose bid complied with the requirements as stated herein. The Township will also hold the other two (2) lowest responsible bids for ten (10) days after the bid award or until a contract is executed and bond provided, if required.

The Township of Piscataway reserves the right to reject any or all bids if in the interest of the Township it deems it advisable to do so. The Township of Piscataway also reserves the right to reject any bid where a bidder fails to furnish any of the documents required to be filed with the bid, or fails to furnish any material fact or when the Township of Piscataway determines that a Bidder is not responsible. After bids have been opened and studied, the Township reserves the right to choose that bid which it believes meets the best interests of the Township, provided such bid complies in all respects with the requirements as set forth herein.

The Township Council of the Township of Piscataway shall determine whether a bidder is both responsive and responsible and may require a bidder to submit additional documentary evidence to support the statements made by a bidder or its qualifications. The Township Council of the Township of Piscataway may also require a bidder to show his/her/its equipment, and every bidder in submitting a bid agrees to furnish additional information which may be required by the Township of Piscataway.

Equal Prices

Pursuant to the statute when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Township may award the contract to the vendor whose response, in the discretion of the Township, is the most advantageous, price and other factors considered.

EQUAL OR TIE BID. The Township of Piscataway reserves the right to award at their discretion, in the best interest of the Township and with reference to the information submitted with the proposals, to any of the tie bidders.

UNIT PRICES. All unit prices, and all lump sum prices, in the bid proposal shall include all applicable fees, cost, and tax (if any) relating to project, and all charges for overhead, profit, insurance, etc. The successful bidder will not be responsible for real property tax on any property of the Owner, including the site of the project. Bid proposal amount will exclude all Federal Excise Tax and sales tax of all states, except those if any.

PRICING ERROR. If a pricing error is discovered after bid opening between the unit price and the total extended price, the unit price shall prevail.

Return of Contracts and Related Contract Documents

Upon written notification of award of contract by the Township, the contractor shall sign and execute a formal contract agreement between the township and Contractor and return the executed contracts within 10 business days along with:

1. Performance Bond in the total amount of the contract.
2. Insurance Certificate with The Township of Piscataway named as an additional insured.
3. Affirmative Action Form AA-201 - Initial Project Workforce Report - Yellow copy.
4. Other required documents as may be outlined in bid specifications.

The above documents may also be required for submission with the official Notice to Proceed. The contracts and related documents shall be returned to the Office of the Purchasing Agent within **ten (10) days of receipt of notification**. Failure to execute the contract and return said contract and related required documents within the prescribed time may be cause for the annulment of award by the Township with the bid security becoming property of the Township.

Alterations of Contract

The Township of Piscataway reserves the right to alter or amend the contract by adding to or subtracting from the work herein specified, such additions or omissions being done under the general conditions of these specifications and the terms of the Contract. No changes shall be permitted from the specifications except that the same be in writing and the amount of the extra compensation or credit stipulated therein. Refer to Change Order Section.

Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

TERM/COMPLETION OF PROJECT AS PER SPECIFICATION/PROPOSAL PAGES

Purchase Order Required

No contractor shall commence any public works project until he is in receipt of an approved purchase order authorizing work to begin. (See Notice (Authorization) to Proceed)

RENEWAL OF CONTRACT; AVAILABILITY AND APPROPRIATION OF FUNDS

The Township of Piscataway may, at its discretion, request that a contract that is subject to renewal, be renewed in full accordance with N.J.S.A. 40:11-1 et seq., The Purchasing Agent may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Township. The Township of Piscataway is the final authority in awarding renewals of contracts. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation

TERMINATION OF CONTRACT

If the Township determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Township shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Township of the contract does not absolve the contractor from potential liability for damages caused the Township by the contractor's breach of this agreement. The Township may withhold payment due the contractor and apply same towards damages once established. The Township will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the Township harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

TERM/COMPLETION OF PROJECT AS PER SPECIFICATION/PROPOSAL PAGES

SECTION XII TAX EXEMPTION

The price or prices quoted shall include all charges and shall not include any taxation from which the Township of Piscataway is exempt.

TAXES: Contractor's Use of Township's Tax Identification Number—Prohibited

As a New Jersey governmental entity, The Township of Piscataway is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Township. Contractors may not use the Township's tax identification number to purchase supplies, materials, service or equipment, for this project. ST-13 FORM attached to the bid.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Township. All contractors are referred to New Jersey Division of Taxation—Tax Bulletin S&U-3 and in particular, Contractor's Exempt Purchase Certificate (Form ST-13). Again, contractors are not permitted to use the Township's tax identification number to purchase supplies, materials, services of equipment. (ST-13 Form sample attached to bid).

ST-13 Form -will be attached to the Contract once awarded.

W-9- IS REQUIRE ONCE AWARDED: Sample-should be submitted for faster process.

TERM/COMPLETION OF THE PROJECT: As per specifications/Proposal pages.

SECTION XIII

CURRENT INSURANCE CERIFICATE REQUIRED- as the Township being additional insure. (Sample)

INDEMNIFICATION AND INSURANCE COVERAGE

The Contractor shall indemnify and save harmless the Township, its Officers, consultants, agents and servants, and each and every one of them against and from all suits and costs of every kind and description, and from all damages to which the Township or its officers, agents, consultants or servants may be put to by injury to the person or property of others resulting from the performance of the project, or through the negligence of the Contractor.

All of the Contractor's insurance coverage shall contain a clause providing the indemnification required by this Article. The certificate of insurance furnished by the Contractor shall state specifically that the indemnification required by this Article is provided by the policy(s).

Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Township and its officers, agents, Mayor, Councilperson, attorneys and employees from and against all claims, damages, losses and, cost, demands, attorney's fees, losses, death or damage to person or property, expenses including but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

If any claims against Owner or Owner or any of its agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them any be liable, the indemnification obligation under the first paragraph of this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under the first paragraph of this section shall not extend to the liability of the Township, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

Insurance

Applicable insurance certificates must be furnished by the successful bidder upon request. A certificate of insurance must be provided to the Township of Piscataway prior to entering into a formal contract, reflecting all required coverage, including a thirty (30) days' notice of cancellation provision to advise the Township. **FAILURE TO SUBMIT THIS WITH THE EXECUTED CONTRACT SHALL BE CAUSE FOR DECLARING THE CONTRACT NULL AND VOID.**

All of the CONTRACTOR'S insurance coverage shall provide the indemnification required by this section. The certificate(s) of insurance furnished by the CONTRACTOR shall state specifically that the indemnification is afforded by the policy(s). Such statement, if not included in the body of the policy, shall be typed on the face or on the back of the certificate, there must be a reference on the front of the certificate stating that the indemnification is provided and the clause is on the back.

The Contractor shall carry such liability insurance with companies acceptable to the township and shall furnish certificates thereof to the Township within ten (10) days after signing of the Contract and before work has started. These certificates shall contain a clause wherein it is stated that the Township of Piscataway is to be notified in case of cancellation of or any change in the policy. The contractor shall require subcontractors to carry Workmen's Compensation Insurance and liability insurance to the limits and with the conditions described above.

The minimum amounts of insurance to be carried by the CONTRACTOR shall be as follows:

1. Workmen's Compensation and Employers Liability Insurance

The CONTRACTOR shall maintain during the life of this Contract adequate workmen's compensation and employer's liability insurance for all employed in connection with the work, and in case any work is sublet, the CONTRACTOR shall require each subcontractor similarly to provide Workmen's compensation and employer's liability insurance for the latter's employment, unless such employees are covered by the protection afforded by the CONTRACTOR'S insurance.

2. Comprehensive General Liability

Limits shall be \$1,000,000 bodily injury (BI) each occurrence and \$1,000,000 property damages (PD) each occurrence.

The Certificate of Insurance must indicate coverage at the above limits for:

- A. Explosion, collapse and underground utilities (XCU).
- B. Contractual – Indicated on the face of the Certificate as Being in accordance with the wording of the contract, specifically the second paragraph of this section.
- C. Independent Contractors
- D. Completed Operations

3. Comprehensive Automobile Liability

Limits shall be \$1,000,000 bodily injury (BI) each Occurrence and \$1,000,000 property damage (PD) each occurrence.

The Certificate of Insurance must indicate coverage at the above limits for:

- A. Hired Vehicles
- B. Non-Owned Vehicles

4. For Contracts having a total value of less than \$100,000.00, the above limits of \$1, 000,000.00 and may be reduced to \$500,000.00.

The policies shall remain in force until all work has been completed. The CONTRACTOR shall ascertain the cost to him of all the required insurance policies before submitting his bid.

All policies shall be endorsed to provide the OWNER with ten (10) days written notice in advance of any changes or cancellations which modify the coverage's provided. The failure to notice clause shall be stricken from the endorsement.

In the event the CONTRACTOR shall carry blanket liability insurance coverage, compliance with the foregoing requirements shall be met by furnishing as endorsement or rider to said blanket liability insurance policy naming the OWNER as co- insured for the work involved, hereunder, provided the limits of said blanket liability insurance policy shall comply with the amounts outlined above.

SECTION XIV ASSIGNMENT, TRANSFER, CONVEYANCE, SUBLET OR DISPOSAL OF CONTRACT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the prior written consent of the Business Administrator of the Township of Piscataway.

SECTION XV AFFIRMATIVE ACTION

All Township of Piscataway contracts prohibit the successful bidder from discrimination in the hiring of persons who are qualified and available to perform work under the contract by reason of race, creed, color, national origin, ancestry, or sex, in accordance with NJSA 10:2-1 through 10:2-4, including all amendments to same. All bidders shall comply with the provisions of Affirmative Action as amended per Chapter 127, P.L. 1975 (NJAC 17:27).

ADDITIONAL INSTRUCTIONS

The following provisions if indicated, shall be applicable to this bid and be made a part of the bidding documents:

SECTION XVI INTERPRETATION AND ADDENDA

The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.

Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

Any requests for interpretation and or clarification of the meaning of the specifications shall be in writing by e-mail. No oral interpretation and or clarification will be made to any bidder. Such requests shall be sent to purchasing@piscatawaynj.org. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services. The bidder requesting the interpretation will be notified in writing if the Township will not be issuing any interpretation. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under the bid submitted.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

When issuing addenda, the Township shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40:11-23c.1.

QUESTIONS REGARDING PLANS & SPECIFICATIONS. Should any bidder be in doubt as to the intent of the Plans and Specifications, he should immediately notify the Purchasing Agent in writing by E-mail to : Purchasing@piscatawaynj.org , who will send a written addendum to all bidders covering the point in question. Bidders may not rely upon oral before submitting bids, the bidder shall apply in writing to the Purchasing Agent for clarification or interpretation of any conflicting information between two or more statements in the Plans and Specifications. If such clarification is not requested seven business days before bidding, the bidder shall be responsible for doing such work and furnishing such materials, as is necessary to comply with whichever interpretation of the Plans and Specifications the Engineer may, during construction, judge to be proper. **Q & A DUE DATE: 8/20/2021 by 12NOON TO: PURCHASING@PISCATAWAYNJ.ORG**

SECTION XVII DISCREPANCIES IN BIDS

1. If the amount shown in words and its equivalent in figures do not agree, written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. Everything to be in [BLUE INK](#), no pencil.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of Piscataway of the extended totals shall govern .

SECTION XVIII BID GUARANTY

Bidder shall submit with the bid a certified check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the Township of Piscataway. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township of Piscataway. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. **FAILURE TO SUBMIT THIS SHALL BE CAUSE FOR REJECTION OF THE BID. BIDDER MUST USE TOWNSHIP BID BOND FORM.**

****AIA- Document will Not be accepted by The Township. Bidders must use Township Bid Bond Form in the bid.**

CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township of Piscataway stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. **FAILURE TO SUBMIT THIS SHALL BE CAUSE FOR REJECTION OF THE BID.**

SECTION XIX PERFORMANCE BOND

Prior to the execution of the contract, the successful bidder will be required to furnish a bond in the full amount of the bid for the faithful performance of the contract, effective for the full term of the contract, in the amount equal to the total contract price.

FAILURE TO SUBMIT THIS WITH THE EXECUTED CONTRACT SHALL BE CASE FOR DECLARING THE CONTRACT NULL AND VOID.

****AIA- Document will Not be accepted by The Township. Bidders must use Township Performance Payment Bond Form in the bid.**

Agents of bonding companies which write bonds for the performance of this contract shall furnish the necessary power of attorney, bearing the seal of the company and evidencing the agent's authority to execute the particular type of bond to be furnished as well as the right of the surety company to do business in the State of New Jersey. **FAILURE TO SUBMIT THIS WITH THE EXECUTED CONTRACT SHALL BE CAUSE FOR DECLARING THE CONTRACT NULL AND VOID.**

SECTION XX

WORKERS AND COMMUNITY RIGHT TO KNOW ACT (NJSA 34:5A-1 ET SEQ.)

MATERIAL SAFETY DATA SHEET

Per NJSA 34:5A-1 ET SEQ. (Workers and Community Right to Know Act) the State Department of Health has adopted a Workplace Hazardous Substance List (NJAC 8:59-9) which indicates 2051 substances that pose a threat to the health and safety of employees. Therefore, under the provisions of NJAC 8:59-7, each bidder must furnish to the Township of Piscataway a "MATERIAL SAFETY DATA SHEET" for each product they supply which contains a substance listed on the Hazardous Substance List (NJAC 8:59-9). **These MATERIAL SAFETY DATA SHEETS must be submitted to the Township's Business Administrator upon receipt of bids.** The Township of Piscataway reserves the right to request a copy of the applicable MATERIAL SAFETY DATA SHEET be forwarded with the delivery of a product to the appropriate department. Furthermore, under the provisions of NJAC 8:59-5, each product shall have a label affixed or stenciled onto any container that contains such substances and is going to be supplied to the Township of Piscataway.

RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health and Senior Services
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368
www.nj.gov/health/workplacehealthandsafety/right-to-know/

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at owner facilities by subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.

SECTION XXI NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment A / B of this document.

ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which 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.

No provision in this section shall be construed to prevent the township from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L..).

SECTION XXII AMERICAN GOODS AND PRODUCTS

In accordance with N.J.S.A. 40A:11-1 et seq., only manufactured products of the United States, wherever available, and where possible are to be used with this project. Each bidder is cautioned that Local Public Contracts Law (NJSA 40A:11-1 et seq.) Each bidder is cautioned that Local Public Contracts Law (NJSA 40A:11-1 et seq.) provides that only manufactured and farm products of the United States, whenever available, be used in all work contracted for by a county or municipality in which public funds will pay a part or all of the costs.

SECTION XXIII AMERICANS WITH DISABILITIES ACT (ADA)

Each successful bidder warrants that it is in compliance with the Americans with Disabilities Act (ADA) (Public Law 101-336) and that it will, in carrying out the requirements of this contract or grant, comply in all respects with the provisions of the Act and its implementing regulations.

AMERICANS WITH DISABILITIES ACT; FACILITIES FOR HANDICAPPED PERSONS

The contractor must comply with all provisions of Title II of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121.01 et seq. The Township of Piscataway further recognizes that all specifications for the construction, remodeling or renovation of any public building shall provide facilities for the physically handicapped.

It is further recommended that bidders are required to read the Americans with Disabilities language form that is included in these specifications. The form shall be signed to show agreement with the provisions of Title II of the Act and the provisions are to be made a part of the contract. The signed form shall be submitted with the bid proposal. The contractor is obligated to comply with the Act and to hold the owner harmless.

SECTION XXIV PAY TO PLAY ADVISORY FORM:

SECTION XXV IRAN DISCLOSURE OF INVESTMENT ACITIVITIES- (N.J.S.A. 40A:11-1 et seq.)

The Township of Piscataway, pursuant to N.J.S.A. 40A:11-1 et seq., shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.,

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete a certification attesting, 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 is found on the Divisions website

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

If the Township determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the Township shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Township has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the Township, to complete, sign and submit with the proposal.

Failure to complete, sign, certify and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the proposal.

Subject: Iran Investment Disclosure Now Pre-Award

Effective January 29, 2021, P.L. 2021, c. 4 amends the law requiring vendor and contractor disclosure of investment activities in Iran. The law allows the Iran investment disclosure form to be submitted prior to contract award and at the time the contract is renewed rather than with the bid or RFP submission. Although the law refers to State contracts, it also applies to contracting units subject to the Local Public, Public School, and County College Contracts Laws because N.J.S.A. 40A:11-2.1; 18A:18A-49.4; and 18A:64A-25.43, respectively, require these contracting units to follow the Iran disclosure procedure for State contracts. Contracting units are encouraged to review the new law with legal counsel and revise their procurement forms as necessary.

SECTION XXVI NOTICE (AUTHORIZATION) TO PROCEED

The contractor shall not perform any work, or provide any services, materials, supplies until a Notice (Authorization) to Proceed is received from the Office of the Purchasing Agent

The Township of Piscataway only recognizes the receipt by the contractor of an approved signed purchase order as a Notice to Proceed. No word of mouth, phone, fax, e-mail, letter or other form of communication to proceed is a valid Notice to Proceed.

It is the intention of the Township to officially notify the Contractor, to whom the contract was awarded, through a Notice to Proceed letter issued by the Purchasing Agent. A purchase order will accompany the Notice to Proceed letter. The contractor shall submit certain documents to the Township as so requested in the Notice to Proceed letter.

SECTION XXVII CERTIFICATION BIDDER FORM: I have read this Bid in its entirety and hereby affirm that the Provider agrees to all terms and acknowledge as outlined in the instructions to bidders

SECTION XXVIII BID RESULTS. Preliminary bid results you can E-mail purchasing@piscatawaynj.org generally within **24-36 hours after date and time of bid opening**

SECTION XXIX PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS

The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage

Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56.25 et seq., may be included in these bid contract documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at <http://lwd.dol.state.nj.us/> the Prevailing Wages Determination Section.

Compliance with New Jersey Prevailing Wage

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development

PREVAILING WAGE ACT.

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

Additional information is available at:

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html

Prevailing Wages Certification—Submission with Bid

The bidder shall submit a Prevailing Wages Certification with its bid package.

Certified Payrolls

Every contractor agrees to submit to The Township of Piscataway a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the Township, if certified payrolls are not received by the Township. It is the Contractor's responsibility to insure timely receipt by the Township of certified payrolls.

Submission of Affidavit

Before final payment, the contractor shall furnish The Township of Piscataway with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

Posting of Prevailing Wages

The contractor and subcontractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the Site of the work and in such place or places as used to pay workmen their wages. N.J.S.A. 34:11-56.32.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Township, may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

B. Reminder Checklist

As a courtesy, the Office of the Purchasing Agent has prepared this reminder checklist to items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered every question fully and accurately?		
3. Have you signed all your documents in (Blue Ink) ? No facsimile signature. Original Bid marked 'ORIGINAL'		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Required Duplicate Copy: Did you make a Photo Copy of the original bid for the Township? Marked "True Copy" no original documents in the copy.		
7. Did you submit a signed Bid Guarantee? Signed Consent of Surety? (1) Original Bid Bond with Original Bid packet.		
8. Did you correctly address the envelope, title of bid?		
9. Have you allowed ample time for the bid to reach the Clerk's Office? <hr/>		
10. REQUIRED: Bid Cover Page: Name, Address, Phone Number, E-mail Address?		

Return the required original documents with bid packet intact by the indicated deadline.

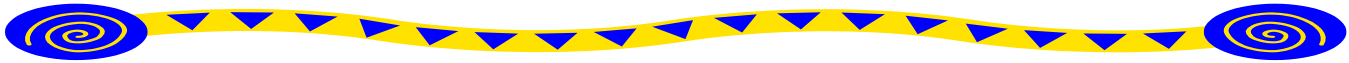
Website: www.piscatawaynj.org Addendum (Click on Home Page, EGov, Bids)

E-mail: purchasing@piscatawaynj.org

732-562-2321 (The Division of Purchasing)

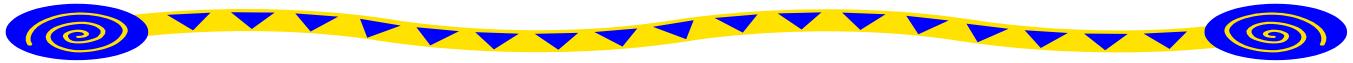
THE TOWNSHIP OF PISCATAWAY

“SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAAAMIC MESSAGE SIGN”



TECHNICAL SPECIFICATIONS

Pages 1 of 21



MARIA E.VALENTE-CAEMMERER

Purchasing Agent/Purchasing Specialist

**SPECIFICATION
FOR
SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAMIC MESSAGE SIGN**

The Township of Piscataway is seeking to purchase a portable double-sided dynamic (changeable) message sign unit as indicated in the proposal. Please note that a radar gun with a fully functioning system in the unit is included in the specifications. This document presents detailed specifications for the unit.

1. General

1.1 Product Description

The item specified shall be a solar powered portable double-sided dynamic message sign. The unit shall consist of dual sign display panels, a supporting structure for the display panels, a photovoltaic array, a battery power supply, an energy management system control unit, and an electronic control console with a second control console that will allow different messages on each side, all mounted on a heavy duty trailer frame.

1.2 Design Objectives

1.2.1 Maximize reliability by using generally accepted design techniques for outdoor-use electrical and electronic equipment. **Yes;** **No**

1.2.2 Minimize operating cost by using a renewable (solar powered) energy source, requiring minimal maintenance. **Yes;** **No**

1.2.3 Maximize safety and effectiveness by using a non-glare, high contrast display panel with long-life expectancy, high-reliability display technology. **Yes;** **No**

1.2.4 Meet or exceed the standards for Portable Changeable Message Signs as listed in the U.S. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD). **Yes;** **No**

1.3 Performance Objectives

1.3.1 Visibility up to 1 mile. **Yes;** **No**

1.3.2 Legibility up to 1/2 mile. **Yes;** **No**

1.3.3 Minimal glare from sunlight and head lights. **Yes;** **No**

1.3.4 Continuous, uninterrupted operation on solar power. **Yes;** **No**

1.3.5 One month minimum, three month typical maintenance interval. **Yes;** **No**

1.4 Quality Assurance Objectives

1.4.1 All manufacturing shall be carried out in a facility with a completely implemented and properly maintained ISO 9001:2008 certified quality management system. **Yes;** **No**

1.4.2 All units shall bear the CE Mark indicating acceptable EMC (Electromagnetic Compatibility) to insure that the units are neither susceptible to nor produce any electromagnetic interference. **Yes;** **No**

1.4.3 Manufacturer shall have a factory authorized service center located within 75 miles of point of delivery. Authorized service center shall receive all units from factory in order to inspect for any shipping damage and verify

proper operation prior to final delivery. Delivery directly from manufacturer's facility without inspection by an authorized service center shall not be permitted. Additionally, authorized service center shall be capable of performing warranty service and repairs, and shall provide on-site training on the proper use and maintenance of all equipment delivered. ___Yes; ___No

2. Physical

2.1 Dimensions

2.1.1 Length Overall - 180 in. (457 cm) ___Yes; ___No

2.1.2 Width Overall - 92 in. (234 cm) ___Yes; ___No

2.1.3 Height

2.1.3.1 Sign in transport position - 103 in. (262 cm) ___Yes; ___No

2.1.3.2 Sign in operating position - 162 in. (412 cm) ___Yes; ___No

2.1.4 Ground Clearance, minimum - 13 in. (33 cm) ___Yes; ___No

2.1.5 Weight - 3,100 lbs. (1407 kg) ___Yes; ___No

2.2 Environmental

2.2.1 Temperature, operating and storage - -40 to +185 °F (-40 to +85 °C) ___Yes; ___No

2.2.2 Relative Humidity - 20% to 98%, non-condensing ___Yes; ___No

2.2.3 Wind

2.2.3.1 Transport position, maximum trailering speed - 70 MPH (112 KPH) ___Yes; ___No

2.2.3.2 Operating position, maximum height, outriggers in place - 80 MPH (128 KPH) sustained ___Yes; ___No

2.2.4 Electrical Interference - Unaffected by RFI (Radio Frequency Interference) and EMI (Electromagnetic Interference). ___Yes; ___No

3. Trailer Chassis and Sign Support

3.1 Trailer Chassis

3.1.1 Frame Construction

3.1.1.1 Trailer frame shall be constructed of welded 7 Gauge (3/16-inch) Computer Numerical Control (CNC) formed steel plate and structural steel tubing with 3 x 5 x 3/16 inch structural steel tubing extending from the sign mast mounting frame cross-members (2 x 4 x 11 gauge) forward to the coupler/brake actuator. Tongue shall be braced with diagonal 2 x 4 x 11 gauge tubing extending outward from the forward section of the tongue at 45 degrees, rearward to the front main cross member. ___Yes; ___No

3.1.1.2 Trailer shall be equipped with a 7 Gauge (3/16-inch) CNC formed steel plate rear cross member to provide support for sign panel and protect structure against rear end collisions. ___Yes; ___No

3.1.1.3 Trailer frame shall be equipped with tie down points to facilitate securing unit to utility trailer or truck deck for transport. **Yes**; **No**

3.1.2 Suspension and Brake System

3.1.2.1 Trailer shall be equipped with an independent suspension, torsion-type axle with hydraulic brakes. Axle load capacity shall be set to 3,400 pounds. **Yes**; **No**

3.1.2.2 Axle wheel spindles shall be equipped with grease fittings to accommodate wheel bearing lubrication. **Yes**; **No**

3.1.2.3 Trailer shall be equipped with a bolt-on 7,500-pound capacity hydraulic surge brake actuator. **Yes**; **No**

3.1.2.4 Hydraulic surge brake actuator shall be equipped with an emergency break-away cable to automatically set the trailer brakes in the event of a coupler separation from the tow vehicle.

3.1.3 Coupler

3.1.3.1 Trailer shall be equipped with an adjustable height coupler mount capable of accepting a 3-inch pintle ring with minimum capacity ratings of 5,000 lbs. **Yes**; **No**

3.1.3.2 Trailer shall be equipped with 1/4-inch safety chains with snap-type hooks for secure attachment to tow vehicle hitch. **Yes**; **No**

3.1.3.3 All trailer hitch components shall comply with SAE J684 standards for Class (II) 2 trailers. **Yes**; **No**

3.1.4 Surface Preparation and Finishing

3.1.4.1 Trailer chassis and superstructure shall be completely cleaned and de-burred prior to finishing. All metal surfaces shall be prepared for finishing using an iron phosphate wash-down process. **Yes**; **No**

3.1.4.2 A polyamide epoxy primer shall be applied to a dry film thickness of 2.5 mils. **Yes**; **No**

3.1.4.3 A high gloss federal safety orange aliphatic acrylic urethane finish shall be applied to a dry film thickness of 2.5 mils. **Yes**; **No**

3.1.5 Lighting

3.1.5.1 Trailer shall be equipped with sealed flush-mounted combination stop, tail and turn lights. **Yes**; **No**

3.1.5.2 Trailer shall be equipped with flush-mounted front and rear side marker lights. **Yes**; **No**

3.1.5.3 Trailer shall be equipped with a rear center identification light bar. **Yes**; **No**

3.1.5.4 Trailer shall be equipped with a lighted license plate holder. **Yes**; **No**

3.1.5.5 Trailer wiring harness shall be completely sealed and water resistant. **Yes**; **No**

3.1.6 Fenders

3.1.6.1 Trailer shall be equipped with unbreakable, molded, solid color, UV-stabilized HDPE (High Density Polyethylene) fenders, completely closed on the inner side to protect trailer frame. **Yes**; **No**

3.1.6.2 Fenders shall be secured to trailer frame with zinc-plated steel thread forming screws and fender washers so as to facilitate easy repair or replacement. **Yes**; **No**

3.1.7 Leveling Jacks

3.1.7.1 Trailer shall be equipped with four swivel type screw jacks, minimum capacity rating of 2,000 pounds, mounted on each corner of the trailer frame. **Yes**; **No**

3.1.7.2 The outrigger jacks shall be capable of lifting the trailer frame so trailer wheels and tires can be removed for additional security. **Yes**; **No**

3.1.7.3 Trailer shall be constructed such that the outrigger jacks are protected by 7 Gauge (3/16-inch) CNC formed steel plate guards when the jacks are in the travel position to prevent damage to jacks during transport. **Yes**; **No**

3.1.8 Tires and Wheels

3.1.8.1 Tires shall be ST225/75R15 Load Range C. **Yes**; **No**

3.1.8.2 Wheels shall be 15-inch x 6-inch, 5-lug pattern (4 1/2-inch bolt circle), white spoke dress wheel. **Yes**; **No**

3.1.8.3 Wheels and tires shall be sized in accordance with load requirements of trailer and axle. **Yes**; **No**

3.2 Sign Support

3.2.1 Sign panels shall be attached to a telescoping mast assembly to facilitate raising and rotating the display panels from the transport position to the operating position safely and quickly by an unassisted operator. **Yes**; **No**

3.2.2 The mast shall consist of a lower assembly and an upper assembly with a hydraulic cylinder mounted inside to provide for raising and lowering the message display panels. **Yes**; **No**

3.2.3 A hydraulic power unit, mounted inside a lockable, weather-resistant, molded HDPE (High Density Polyethylene) enclosure, shall provide sufficient flow to raise the sign panels to the full operating position in less than twenty (20) seconds. The hydraulic power unit shall be equipped with a manual bypass dump valve to permit lowering of the mast in the event of a hydraulic control valve failure. **Yes**; **No**

3.2.4 The lower mast shall be fabricated from 6 x 6 x 3/16-inch structural steel tubing inserted through a 5\16-inch steel plate secured to the trailer frame with eight 5\8-inch diameter steel bolts. The lower mast assembly shall be reinforced with 5/16-inch steel gusset plates located below the trailer deck. **Yes**; **No**

3.2.6 The upper mast shall be fabricated from 8-inch structural steel round tubing. **Yes**; **No**

3.2.7 The mast assembly shall be equipped with a dual cam locking mechanism located at the bottom of the upper mast. The dual cam locking mechanism shall secure the message display panels in the appropriate viewing position. The locking cam mechanism shall automatically tighten to resist turning in windy conditions. Friction type (disc or band brake) locking mechanism is not acceptable as slippage can occur in high wind conditions. **Yes**; **No**

3.2.8 The message display support mechanism shall be capable of being rotated through 360⁰ and locked into position, at any angle. **Yes**; **No**

3.2.9 The auxiliary message display panel shall rotate, independent of the main display panel, up to 45⁰ either side of center to accommodate alignment of each message display panel for optimal viewing. **Yes**; **No**

3.2.10 The rotation locking mechanism for the auxiliary message display panel shall operate with a single lever, from ground level, prior to raising display panels into operating position. **Yes**; **No**

3.2.11 The main message display panel rotation locking mechanism shall permit the operator to lock the message display panels into position, safely, at ground level, prior to elevation to full operating height. **Yes**; **No**

3.2.12 The main message display panel shall be equipped with a sighting device to facilitate proper alignment during setup. **Yes**; **No**

3.2.13 The upper and lower mast assemblies shall be equipped with Nylatron® wear pads to provide for smooth easy movement and to avoid metal to metal contact. The message display support mast shall be capable of extended operation without lubrication. Nylatron® wear pads shall be adjustable to compensate for normal wear. **Yes**; **No**

3.2.14 Message display panels support structure shall be of non-welded, modular construction to facilitate quick easy repair in the event of accidental damage. **Yes**; **No**

3.2.15 Message display panels shall be secured to a steel superstructure with stainless steel hardware and nylon spacers to minimize the effects of corrosion. **Yes**; **No**

3.2.16 All mounting hardware shall be locking-type. **Yes**; **No**

3.2.17 Heavy gauge steel cradles equipped with rubber bumpers and HDPE wear pads shall securely support sign panels against vertical and lateral movement during transport. No locking pins or latches will be permitted. Sign panels shall automatically lock into the transport position, without operator intervention, when the sign panel mast is fully retracted. The auxiliary sign panel shall be equipped with additional retractable locking pins to secure panel for transport. **Yes**; **No**

4. Message Display Panels

4.1 Dimensions

4.1.1 Width Overall - 92 in. (234 cm) **Yes**; **No**

4.1.2 Height Overall - 54 in. (137 cm) **Yes**; **No**

4.1.3 Depth Overall - 6 in. (15 cm) **Yes**; **No**

4.2 Construction

4.2.1 Message Display Panel Case

4.2.1.1 The message display panel case shall be constructed of heavy duty aluminum extrusion secured at each corner by a molded, fiberglass-reinforced plastic corner and black powder coated stainless steel torx (six sided

star) head screws and nylon insert locknuts. **Yes;** **No**

4.2.1.2 The back of the message display panel case shall be constructed of aluminum sheet bonded and riveted to the case frame. **Yes;** **No**

4.2.1.3 Interior of message display panel case shall be equipped with formed aluminum channels to reinforce the display case and to support internal wiring and cables. **Yes;** **No**

4.2.1.4 The display panel case shall be equipped with four breather filter vents, designed to allow the flow of vapor but not fluid, located at the top and bottom of the case frame to provide adequate ventilation to minimize condensation and fogging of the display panel door. **Yes;** **No**

4.2.2 Message Display Panel Door

4.2.2.1 The display panel door shall be constructed of heavy duty extruded aluminum secured at the corners with glass fiber reinforced molded plastic inserts and black powder coated stainless steel hexalobular internal (star) head screws and nuts. **Yes;** **No**

4.2.2.2 The door shall fit within a flange around the perimeter of the message display panel case frame to provide for a secure weatherproof enclosure. **Yes;** **No**

4.2.2.3 A rubber seal shall be located inside of the flange on the case frame to provide a watertight, dust tight closure. **Yes;** **No**

4.2.2.4 The message display panel shall be enclosed over the display area by a 3/16-inch thick clear UV resistant, scratch resistant, acrylic coated polycarbonate material with a non-glare outer surface to reduce reflection of ambient light and oncoming vehicle head lamps. **Yes;** **No**

4.2.2.5 The polycarbonate material shall be secured in the door frame with an extruded rubber u-channel to provide a cushioned, weatherproof seal. **Yes;** **No**

4.2.2.6 The message display panel door shall be secured in the open position for servicing by a pair of zinc-plated steel telescoping lid supports equipped with automatic latches. The door supports shall be located completely inside of the display panel housing, protected from weather. **Yes;** **No**

4.2.2.7 The display panel door shall be secured in the closed position with adjustable, positive locking, stainless steel draw latches. **Yes;** **No**

4.2.2.8 The message display panel door and case shall be equipped with stainless steel locking hasps capable of accepting standard padlocks to secure the door in the closed position. **Yes;** **No**

4.2.3 Surface Preparation and Finishing

4.2.3.1 Message display panel case and door shall be completely cleaned and de-burred prior to finishing. All metal surfaces shall be prepared for finishing using an iron phosphate wash-down process. **Yes;** **No**

4.2.3.2 A wash primer shall be applied to all prepared metal surfaces prior to applying final finish. **Yes;** **No**

4.2.3.3 A matte black acrylic urethane finish shall be applied to a dry film thickness of 2.5 mils. **Yes;** **No**

4.3 Display Characteristics

4.3.1 The message display area shall be approximately 84 inches in width by 48 inches in height. **Yes;** **No**

4.3.2 The display area shall consist of a continuous (full) matrix of 48 pixels or dots in width by 27 pixels in height. **Yes;** **No**

4.3.3 The pixels or dots shall consist of three (3) LEDs (Light Emitting Diodes) arranged in a triangular pattern so as to produce the appearance of a round image or dot at normal viewing distances. **Yes;** **No**

4.3.4 The display color shall be amber (592 nanometer nominal wavelength). **Yes;** **No**

4.3.5 The display shall produce brightness greater than 10,000 candela per square meter at maximum intensity. **Yes;** **No**

4.3.6 The display shall produce a minimum viewing angle of 24 degrees, with full and consistent intensity, color and integrity across the entire display panel. **Yes;** **No**

4.3.7 The message display shall be capable of displaying one, two, three or four lines of alphanumeric characters or text with a nominal character height ranging from a minimum of 8.7 inches (22.1 cm) to a maximum of 46 inches (116.8 cm). **Yes;** **No**

4.3.8 The message display panel shall be capable of displaying four lines of text with a minimum of 1.5 pixels (3 inches/7.6 cm) between lines. **Yes;** **No**

4.3.9 The message display shall also be capable of displaying graphic images and symbols using the full 48 pixel width and 27 pixel height. **Yes;** **No**

4.4 Display Modules

4.4.1 Display modules shall be mounted in the sign panel using captive 1/4-turn wing-head fasteners to permit quick, easy module replacement without the need for any tools. **Yes;** **No**

4.4.2 Display modules shall be mounted on rubber cushions to provide shock absorption during transport and to accommodate thermally-induced expansion and contraction of message display panel during operation. **Yes;** **No**

4.4.3 Display module control circuitry shall include a fail-safe device, also know as a watchdog timer, to automatically monitor the performance of the display module and provide a reset / restart command to the on-board microcontroller in the event of any disruption of normal operation. **Yes;** **No**

4.4.4 Display module control circuitry shall be designed to accommodate “hot swapping” - exchange of display modules while sign is operating. **Yes;** **No**

4.4.5 The message display shall consist of an array of identical display modules capable of functioning in any position without the need for switch or jumper setup or special programming. **Yes;** **No**

4.4.6 Display modules and message display panel shall accommodate complete service and exchange of display modules without the need for any tools. **Yes;** **No**

4.4.7 Display modules shall be equipped with locking-type electrical / electronic connectors to provide secure, reliable operation while permitting quick, easy service and repair of message display. ___ **Yes**; ___ **No**

4.5 Cables and Wiring

4.5.1 All message display panel wiring and cables shall be equipped with modular power and signal connectors to permit repairs without the need for any tools. ___ **Yes**; ___ **No**

4.5.2 All power circuit connectors shall use tin or silver plated contacts. ___ **Yes**; ___ **No**

4.5.3 All signal circuit connectors shall use gold plated or gold flashed contacts. ___ **Yes**; ___ **No**

4.5.4 All system wiring, power and signal, shall consist of marine grade wire and cable, with multi-strand, tin-plated conductors. ___ **Yes**; ___ **No**

4.5.5 All power and sign panel signal wiring and cables shall be installed in nonmetallic, flexible, liquid-tight conduits. All conduit fittings shall be installed with rubber sealing rings to maintain liquid-tight characteristics. ___ **Yes**; ___ **No**

5. Main Control Console

5.1 Physical

5.1.1 Control console shall be enclosed in a weather resistant, lockable, molded HDPE (High Density Polyethylene) enclosure secured to the trailer chassis. ___ **Yes**; ___ **No**

5.1.2 Control console shall be completely sealed to accommodate operation in all types of weather. ___ **Yes**; ___ **No**

5.1.3 Control console shall be mounted on heavy duty slides which allow the control console to slide up and pivot into a position enabling the operator to program the unit while facing traffic from a comfortable standing position. A controller location which requires the operator to stoop, bend or kneel for operation such that the operator cannot see approaching traffic shall not be permitted. Slide mechanism shall permit quick, easy removal of control console without the need for any tools. ___ **Yes**; ___ **No**

5.1.4 Control console power and control cables shall include sealed, locking-type connectors to permit quick, easy removal of control console without the need for any tools. ___ **Yes**; ___ **No**

5.1.5 Control console front panel shall consist of a backlit full color LCD (liquid Crystal Display) with integrated industrial grade touch-screen, sealed and waterproof, to provide a reliable and user-friendly interface for the operator under any weather condition. ___ **Yes**; ___ **No**

5.2 General Operation

5.2.1 Control console shall provide for full local and remote via integrated Global System Mobile (GSM) cellular transceiver and antenna) control of the dynamic message sign including dynamic message sign geographic location monitoring (via integrated GPS module and antenna), radar speed monitoring and statistical data collection (when equipped with optional radar speed monitor) and sign panel orientation monitoring (when equipped with optional digital flux-gate compass), without the need for additional hardware, software, external computers or hand-held control devices. ___ **Yes**; ___ **No**

5.2.2 Control console shall include all necessary hardware and software to operate the dynamic message sign locally (via integrated full color LCD display and touch-screen) and remotely (via integrated GSM cellular transceiver and

antenna), including geographic location monitoring (via integrated GPS module and antenna), radar speed monitoring and statistical data collection (when equipped with optional radar speed monitor), and sign panel orientation monitoring (when equipped with optional digital flux-gate compass). Full remote control (including GPS mapping) via internet accessible server based remote control software shall be included free of charge for five full years from date of purchase (i.e. cellular service shall be included for 5 years from date of original purchase). **___Yes; ___No**

5.2.3 Control console, in conjunction with the message display panel, shall have the capability of monitoring and detecting sign panel communication loop failures. In the event of a sign panel communication loop failure, the control console, in the case of soft errors (temporary disruption of message display), shall have the ability to correct the failure immediately and in the case of hard errors (hardware failure), shall have the ability to completely blank the sign panel so as to prevent the display of incorrect and/or potentially misleading messages. Additionally, control console, in conjunction with the message display panel, shall have the capability of continuously and dynamically (as well as on command) testing and reporting the operational status of each and every individual pixel in the sign panel. Non-operational pixels shall be indicated as such on both local and remote user interfaces. Control console shall have the capability of reporting complete sign panel operational status remotely [including web-access, Communications for Intelligent Transportation Systems Protocol (NTCIP), and Universal Traffic Management and Control (UTMC)]. Additionally, control console shall have multiple diagnostic modes (manual & automatic with both local and remote controls) for troubleshooting sign panel (including a graphical representation of all modules with non-operational pixels) to enable an operator to quickly track down and replace faulty display modules in the sign panel. **___Yes; ___No**

5.2.4 Control console embedded CPU shall incorporate an ARM [Advanced RISC (reduced instruction set computer) Machines] based microprocessor design to insure future hardware and software compatibility through upgrades provided by manufacturer free for life of the machine. Operating system shall be Linux based and include multiple watchdog timers to ensure automatic system restarts in the event that any critical function stops working properly or communication with remote control servers is interrupted. **___Yes; ___No**

5.2.5 Control console shall be capable of connection to any standard IBM or compatible desktop or portable (laptop) computer via a standard serial interface Component Object Model (COM) or Ethernet port to facilitate routine service or repair, extensive diagnostics, and the analysis of user files or operating programs. **___Yes; ___No**

5.2.6 Control console shall be equipped with at least one USB port, one Ethernet port, two (2) serial ports (DB-9 connector), two (2) digital outputs, six (6) digital inputs, and two (2) analog inputs. **___Yes; ___No**

5.2.7 Control console shall be capable of simultaneously driving more than one sign panel for dual sign panel installations. **___Yes; ___No**

5.2.8 Control console operating processor, firmware and software shall be field (locally) upgradeable with a standard USB flash-drive (memory key) or remotely upgradeable over an IP addressable network connection - wire-line or wireless via IP addressable modem. Additionally, upgrades shall be provided by manufacturer free of charge for life of machine and automatically applied via integrated GSM cellular transceiver and included remote control service for 5 full years from date of original purchase. **___Yes; ___No**

5.2.9 Full color LCD display shall be equipped with an automatic backlight with automatic dimming capability to accommodate both direct sunlight daytime and low ambient light level night time operation. Backlighting shall automatically activate upon any touch-screen activity and remain on for five minutes following the last touch-screen activity. Additionally, an automatic log-out feature shall be incorporated to insure security of the unit when left unattended. Automatic log-out feature shall be capable of being disabled by the operator as desired (i.e. for

vehicle mounted applications). **Yes;** **No**

5.2.10 Main power to the sign panel and the control console shall be controlled by a combination switch and circuit breaker in order to provide electrical protection without the need for fuses. All connections to controller and Energy Management System shall be made with locking type quick disconnect connectors. The use of fuses and/or terminal strips for connections shall be strictly forbidden. **Yes;** **No**

5.3 Programming

5.3.1 Control console shall provide an intuitive icon-driven graphical user interface (GUI) along with step by step instructions to the operator, via the LCD display, as the various programming functions are performed, for simple easy programming and operation. On-screen help files shall be included in all languages. Control console shall support a minimum of six (6) standard operating languages (English, Spanish, French, Dutch, German and Portuguese) and four (4) standard keyboards (English, French, Portuguese/Spanish, and Arabic) along with associated font sets. Controller shall be capable of being setup for either a Standard US DOT, Power-Miser US DOT, Standard US 3-Line DOT, French Canadian, Ontario MTO-2, Quebec Road Safety, MTQ, or an International font set by an operator with Administrator access to prevent unauthorized use of inappropriate fonts by operators with user access. **Yes;** **No**

5.3.2 Control console shall be capable of storing all messages in alphabetical order by the first letter of the first word of the name assigned to the message to permit quick recall of messages without the need for maintaining a numeric listing of pages and/or messages. Messages shall be automatically named and sorted any time messages are added to or deleted from the library. Because of difficulty in locating and retrieving stored pages and/or messages via numerical codes, number coded storage of pages and/ or messages requiring any form of a lookup table/directory shall be strictly forbidden. **Yes;** **No**

5.3.3 Control console shall accommodate a minimum of fifty (50) full alphanumeric passwords each providing one of four levels of access to various control console functions. Each password shall allow access to only the functions required by that particular dynamic message sign operator. **Yes;** **No**

The four levels of access are as follows:

Quick-Picks Select from up to six (6) pre-programmed messages with no programming required. Simply touch a message for display. No access to any permanent data files. **Yes;** **No**

User Menu Create, Edit, Delete, Save, Display, and Schedule messages. Create, Assign and Edit Quick-Picks. Check System Status and perform basic diagnostics. **Yes;** **No**

Supervisor Menu All User Menu Functions. Create and delete Quick-Picks and User passwords. Set system operating parameters. **Yes;** **No**

Administrator Menu All Supervisor Functions. Create and delete Administrator and Supervisor passwords. Set controller operating parameters. **Yes;** **No**

5.3.4 Control console shall be capable of displaying a message on the message sign display panel during such time as the operator may be adding, editing or deleting messages from the control console user files. Blanking of the message sign display panel during normal operator activity is considered unsafe and shall be strictly forbidden. **Yes;** **No**

5.3.5 Control console shall be capable of monitoring ambient light conditions and making appropriate adjustments to the intensity of the sign panel to maintain an acceptable display contrast during all ambient lighting conditions. The

control console shall provide a minimum of sixteen (16) intensity levels between minimum and maximum display brightness. An operator with Supervisor access shall be capable of adjusting the upper and lower photocell set-points as to adjust the overall range for the automatic brightness control to accommodate any local variations in ambient lighting. Manual control of sign panel intensity shall be provided as well enabling an operator with Supervisor access to override automatic sign panel intensity control and set sign panel intensity manually from 1% to 100% in 1% increments. **___Yes; ___No**

5.3.6 Control console shall be equipped with a scheduler that utilizes a real time clock and calendar feature to accommodate automatic, unattended changing of messages at predetermined dates and times. Scheduler shall support unique, single event schedules along with recurrent schedules such that messages may be easily scheduled for daily, weekly or monthly repetition. Recurrent schedules shall be capable of incorporating a start and stop date as desired. Scheduler shall also be capable of displaying messages based upon data driven events such as input from a radar gun, photocell, battery voltage, temperature and/or switch closures (up to six). Data driven events shall also be capable of being restricted to specific dates and times. Scheduler shall incorporate a priority system for resolution of conflicting schedules and/or events to permit one schedule/event to override another based upon level of importance (i.e. priority). Additionally, the control console shall have the capability to create and display on the sign panel an Override Message that takes priority and overrides all programmed Schedules and Events until cleared to enable an operator to display a message continuously on the sign panel regardless of programmed schedules and/or events. **___Yes; ___No**

5.3.7 Control console shall provide special function buttons to provide access to common user functions in a single step including (from the main log-on screen) Managing Messages, Scheduling Messages, Blanking the Sign Panel, creating an Instant Message, and selecting from Quick Picks. **___Yes; ___No**

5.3.8 Control console shall provide a system status page that enables an operator to quickly and easily determine the unit's current time, date, photocell reading, photocell set-points, battery bank voltage, battery bank current, solar array voltage, solar array current, temperature, MAC address, IP address, run-time since last re-boot, current run-time (resettable timer), lifetime run-time, and serial modem type along with modem signal strength and quality, latitude & longitude and sign panel heading. **___Yes; ___No**

5.3.9 Control console shall be capable of storing a minimum of 5,000 messages, each message capable of accommodating a minimum of 500 pages (text or graphic images). **___Yes; ___No**

5.3.10 Control console shall provide a minimum of twelve (12) font sizes (with full uni-code support for each font) including an adaptive font that automatically and dynamically sizes text to fit on a page as it is typed such that the largest font is always used for a given amount of text on a page to ensure maximum visibility and legibility. One of the included font sizes shall be a standard 5x7 DOT pixel font. **___Yes; ___No**

5.3.11 Control console shall support the incorporation of multiple dynamic data sources per page during message creation such that multiple pages within a message can include output from multiple dynamic data sources. Pages containing dynamic data sources shall be automatically refreshed and updated prior to each display such that the most recent data is always displayed on the sign panel. System shall include, as a minimum, the following data sources: radar gun (if equipped), real-time clock (time and date - day, month, year and time in various formats), photocell (ambient light level), battery voltage, and countdown & count-up features from a specified date and/or time. System shall also provide operator with the ability to create and incorporate additional dynamic data sources for display and scheduler control for maximum flexibility during system integration. **___Yes; ___No**

5.3.12 Control console shall be capable of page display times from 0.1 seconds to a minimum of 99 seconds in 0.1 second increments. **___Yes; ___No**

5.3.13 Control console shall be capable of displaying messages in a preview screen, during message creation, editing or selection, exactly as they will appear on the message display panel including an exact graphical representation of all non-operational/failed pixels on sign panel. **___Yes; ___No**

5.3.14 Control console shall permit the editing of messages that are currently being displayed, showing the revised message as soon as message editing has been completed. **___Yes; ___No**

5.3.15 Control console shall enable an operator to create, copy, add/insert, move about, edit and delete/remove pages to/from a message dynamically during message creation and/or editing. It shall not be necessary to create pages first and then assemble the pages into a message. Control console shall have the ability to insert pages and/or messages from a master library into a new message and move them about within the message. Control console shall also accommodate the creation and editing of graphic images directly from the GUI (graphical user interface) during message creation. Additionally, control console shall provide the operator with the ability to easily flash a page within a message, flash a line(s) within a page and/or add static or dynamic arrows/chevrons to a page within a message through the use of page annotations. Control console shall have the capability (if enabled by an operator with Supervisory access) to create pages with scrolling text. **___Yes; ___No**

5.3.16 Control console shall provide a selection of standard highway work zone sign graphic images, including but not limited to: flagman, fixed left and right arrow images, moving or sequential left and right arrow images, and moving or sequential left and right chevrons, etc. **___Yes; ___No**

5.3.17 Control console shall provide the capability to display Battery Bank Voltage to 0.1 Volt accuracy, Battery Bank Current to 0.1 Amp accuracy, Solar Array Voltage to 0.1 Volt accuracy and Solar Array Current to 0.1 Amp accuracy directly on the control console display. Additionally, control console shall have the capability to calculate and display an estimated run-time (autonomy) based on current battery bank status and historical system energy (generation vs. consumption) trends to provide the operator with an estimated number of days system is capable of operating prior to shutting down on a low-battery condition. **___Yes; ___No**

5.3.18 Control console shall provide for a user selectable low-battery-voltage caution message when the battery voltage drops to a user specified level (above the low-battery automatic shut down voltage). The low-battery-voltage caution message shall be user programmable by an operator with Supervisor access. Additionally, control console shall incorporate a feature know as Adaptive Blanking that will as necessary, based upon current battery bank voltage and/or recorded battery bank voltage trends, automatically insert variable length blanks between pages (0.25s to 0.50s) of messages to reduce overall power consumption and extend run-time. An operator with Supervisory access shall be capable of either enabling or disabling the Adaptive Blanking feature. **___Yes; ___No**

5.3.19 Control console shall be equipped with three (3) Run-Time counters: an Up-Time counter that indicates total number of days, hours and minutes since last re-boot, a Current Run-Time counter that indicates total hours of operation since last reset of the counter (resettable run-time counter), and a Lifetime Run-Time counter that indicates total hours of control console operation (non-resettable). **___Yes; ___No**

5.3.20 Control console shall include the ability to reset the Current Run-Time counter, Message Library, Scheduler, and all Factory Settings automatically, individually or all at once through performing a variety of Master Resets which will clear all memory and reset all settings to original factory set-points to various levels. **___Yes; ___No**

5.3.21 Control console, in addition to an integrated GSM transceiver, shall support both dynamic and static IP address network connections along with direct serial communications to support legacy NTCIP [National Transportation Communications for ITS (Intelligent Transportation System) Protocol] installations. **___Yes; ___No**

5.3.22 Control console shall provide a method for setting a battery offset and temperature offset to calibrate battery voltage and temperature readings. **Yes;** **No**

5.3.23 Control console shall provide a method for switching radar gun output from MPH to KPH directly from control console GUI or remotely via remote control software. **Yes;** **No**

5.3.24 Control console shall be NTCIP compatible. The following NTCIP standards must be supported: NTCIP 1201 (v3.15r) - Global Object Definitions NTCIP 1203 (v2.39b) - Object Definitions for Dynamic Message Signs NTCIP 2101 (v1.19) - Subnetwork Profile: PMPP over RS232 NTCIP 2104 (v1.11) - Subnetwork Profile: Internet NTCIP 2201 (v1.15) - Transport Profile: Transportation NTCIP 2202 (v1.05) - Transport Profile: Internet **Yes;** **No**

Unit shall support an administrator community string along with 255 other communities. Each community shall be capable of being assigned read-only or read-write access. **Yes;** **No**

Unit shall support up to 65,535 user-defined permanent messages. **Yes;** **No**

Unit shall support a configurable number of changeable (persistent) messages. This number shall be configurable between 1 and 65,535, and shall default to 32. **Yes;** **No**

Unit shall support a configurable number of volatile (non-persistent) messages. This number shall be configurable between 1 and 65,535, and shall default to 32. **Yes;** **No**

Each message shall support at least 16 pages. **Yes;** **No**

Unit shall support a scheduler with support for up to 16 schedule, 16 day plans, and 96 day plan events. **Yes;** **No**

Unit shall support at least 255 graphics via the monochrome 1 bit color scheme. **Yes;** **No**

Unit shall support a configurable number of user-definable fonts. This number shall be configurable between 1 and 127, and shall default to 32. **Yes;** **No**

5.3.25 Web-Interface (Smart-Phone Control): Control console shall function as a Web-Server which enables an operator (via user name and password access) through any standard Web-Browser to:

-Create a unique Web-Name for the unit for browser ID **Yes;** **No**

-View the current status of the unit to include current message displayed on sign panel, battery voltage, photocell reading, date & time, and NTCIP control status **Yes;** **No**

-Blank the unit's sign panel **Yes;** **No**

-Select, preview, edit and activate any message from the unit's message library **Yes;** **No**

-Create, edit, preview and activate a new multi-page text message (up to 6 pages) **Yes;** **No**

-Turn NTCIP control on/off if NTCIP control is enabled on control console **Yes;** **No**

Access to the Web-Server shall be through any standard web browser over a standard network connection and/or public IP address (i.e. IP addressable modem). Access shall be protected by a user name and password created by the operator through the manufacturer's proprietary remote control software to ensure security is maintained at all times. The Web-Server shall be capable of being controlled (i.e. turned on and off) via manufacturer's proprietary remote control software. Web-Access to the control console shall not require access to a central server. All access to the Web-Server shall be logged and recorded. **Yes;** **No**

5.3.26 A second control console with capabilities of the first control console shall be provided for the purpose of permitting different messages on each of the panels. **Yes;** **No**

6. Power System

6.1 General

6.1.1 Operating Voltage - 12 Volts DC nominal **Yes;** **No**

6.1.2 Operating Energy Requirement - 120 Amp Hours per day nominal at Spring or Fall Equinox (i.e. 12 hours of daylight, 12 hours of darkness) ___Yes; ___No

6.1.3 Main Power Switch - Main power switch shall be a combination switch and electromagnetic, thermal circuit breaker to provide complete electrical system protection without the inconvenience of conventional fuses. Main power switch shall be splash proof and weather resistant. ___Yes; ___No

6.2 Battery Bank

6.2.1 Number of batteries: Twelve (12) ___Yes; ___No

6.2.2 Battery type - BCI Group GC-2, 6-Volt, heavy duty, deep cycle AGM. ___Yes; ___No

6.2.3 Energy capacity - 1,560 Amp Hours nominal (12 batteries). Sufficient energy capacity to operate the message sign, displaying typical three-line normal size character messages for 21 days, without any energy input from the solar array. ___Yes; ___No

6.2.4 Battery / Equipment Compartments

6.2.4.1 Battery / Equipment Compartments shall be constructed of molded HMWPE (High Molecular Weight Polyethylene), color impregnated with Federal Safety Orange with 0.5% UV stabilizer added to prevent fading. ___Yes; ___No

6.2.4.2 Compartments shall be designed to completely contain spills from a failed or damaged battery case. ___Yes; ___No

6.2.4.3 Compartments shall be capable of supporting an operator standing on top of the battery / equipment compartment to service unit. ___Yes; ___No

6.2.4.4 Compartments shall be designed such that the lid automatically latches in the closed position and holds the batteries in place. Lid shall be capable of being locked in the closed position with a standard padlock. ___Yes; ___No

6.2.4.5 Lid shall be secured to compartment by an integral hinge and shall be completely removable to facilitate easy replacement / repair. ___Yes; ___No

6.2.4.6 Lid shall be supported in the open position to facilitate easy access to control console and shall open fully when required to accommodate safe, simple replacement of batteries.

6.2.4.7 Compartments shall be designed to provide adequate ventilation for the batteries during charging yet prevent the ingress of water during use or transport. ___Yes; ___No

6.2.4.8 Compartments shall be capable of housing four (4) BCI Group GC-2 batteries. ___Yes; ___No

6.3 Solar Array

6.3.1 Photovoltaic module type - Single crystal (monocrystalline) silicon ___Yes; ___No

6.3.2 Number of solar cells per module - 36 ___Yes; ___No

6.3.3 Solar array power output - 320 Watts peak ___Yes; ___No

6.3.4 Solar array shall tilt down for fast, easy cleaning and maintenance ___Yes; ___No

6.3.5 Solar array energy output shall be sufficient to operate the changeable message sign, under normal operating conditions, with the solar array in a flat, horizontal position. It shall not be necessary to tilt or rotate the solar array to provide sufficient energy output from the solar array to operate the message sign continuously. ___Yes; ___No

6.3.6 Photovoltaic module junction boxes shall be equipped with watertight strain reliefs at all cable entry points. ___Yes; ___No

6.4 Wiring and Cabling

6.4.1 All power and control wiring and cables shall be in nonmetallic, flexible, liquid tight conduits. ___Yes; ___No

6.4.2 All conduit fittings shall be sealed at bulkheads or enclosure entry points. ___Yes; ___No

6.4.3 All wiring shall be marine grade, multi-strand, tin-plated copper with PVC insulation rated for outdoor use. ___Yes; ___No

6.4.4 All power system wire terminals shall be tin-plated copper to minimize the effects of galvanic corrosion. ___Yes; ___No

6.4.5 Main power wiring shall be 8 AWG minimum. ___Yes; ___No

6.4.6 Battery terminations shall consist of 5/16-18 UNC marine stud with stainless steel split lock washer and hex nut with 5/16 tin-plated copper ring terminal. ___Yes; ___No

6.4.7 Solar panel terminations shall consist of stainless steel screws with #8 tin-plated copper snap spade terminals. ___Yes; ___No

6.4.8 All other terminations shall consist of locking-type quick-disconnect connectors with tin-plated terminals for power connections and gold-plated terminals for signal connections. Terminal strips, screw or compression type, shall not be permitted ___Yes; ___No

6.5 Energy Management System

6.5.1 Solar energy management system control unit shall include a completely solid state charge controller capable of operating in an outdoor environment. No mechanical or electromechanical switching to control charging current is permitted. ___Yes; ___No

6.5.2 All wiring connections to the energy management system control unit shall be made with locking-type multi-pin connectors to facilitate quick, easy servicing of the control unit without the need of any tools. Electrical connections shall include an auxiliary 12-Volt power connection to provide power for accessory devices. ___Yes; ___No

6.5.3 Energy management system control unit shall monitor solar array voltage, solar array current, battery voltage, battery current and ambient temperature. ___Yes; ___No

6.5.4 Energy management system control unit shall regulate energy flow from the solar array into the battery bank based on ambient temperature so as to avoid over charging of the batteries and minimize the consumption of electrolyte. ___Yes; ___No

6.5.5 Energy management system control unit shall provide for the controlled periodic pulsing of the solar array current to assist in minimizing sulfate deposit buildup on the battery plates. ___Yes; ___No

6.5.6 Energy management system control unit shall provide for remote monitoring of the battery bank voltage, at the terminals of one of the batteries, to assist in optimizing the transfer of power into the battery bank. ___Yes; ___No

6.5.7 Energy management system control unit shall be equipped with a 2-line by 16-character LCD (Liquid Crystal Display) displaying sequentially, solar array voltage, solar array current, battery voltage, and battery current. In addition, the energy management system control unit shall display a low battery voltage warning message whenever the battery bank voltage drops below 10.9 Volts.

6.5.8 Energy management system control unit shall automatically switch current to the message sign off whenever the battery bank voltage drops below 10.7 Volts to prevent damage to the battery bank due to over-discharging the batteries. ___Yes; ___No

6.5.9 Energy management system control unit shall provide for automatic reverse polarity protection, including reverse polarity indicator lamps, for the solar array and the battery bank. ___Yes; ___No

6.5.10 Energy management system control unit shall provide for automatic fault protection without the need for fuses. The use of fuses for fault protection shall not be permitted. ___Yes; ___No

6.5.11 Energy management system shall monitor and report to control console battery bank voltage, battery bank load current, solar array voltage and solar array charge current once every 15 seconds. ___Yes; ___No

6.5.12 Energy management system shall have an integrated watchdog timer that is continuously reset by the control console during normal operations such that if the control console were to become unresponsive due to a software failure/lockup, upon expiration of the timer the energy management system will completely power down and re-start the entire system (including control console and all accessories such as modem, sign panel compass, etc.) in an attempt to recover the system from a temporary software failure/lockup. ___Yes; ___No

7. Documentation

7.1 Operation and Maintenance Manual – hard copy shall be supplied and also available on-line on successful bidder’s website

7.1.1 Setup and Operation ___Yes; ___No

7.1.2 Programming ___Yes; ___No

7.1.3 Maintenance ___Yes; ___No

7.1.4 Troubleshooting and Repair ___Yes; ___No

7.1.5 Assembly Diagrams and Parts Lists ___Yes; ___No

7.1.6 Specifications ___Yes; ___No

7.1.7 Appendix

7.2 Command Center - Users Manual – hard copy shall be supplied and also available on-line on successful bidder’s website

7.2.1 Installation and Setup ___Yes; ___No

7.2.2 Command Center Operation ___Yes; ___No

7.2.3 Appendix

7.3 User Guide - Hard Copy - attached to unit with PVC coated stainless steel lanyard

7.3.1 Pre-transport checklist.

7.3.2 Job site setup checklist. ___Yes; ___No

7.3.3 Basic programming instructions. ___Yes; ___No

7.3.4 Basic system status evaluation. ___Yes; ___No

7.3.5 Weatherproof card attached to unit with nylon-coated stainless steel lanyard. ___Yes; ___No

7.4 Integration Support Documentation - Per request from customer support by phone

7.4.1 Proprietary Protocol Documentation for Custom System Integrators ___Yes; ___No

7.4.2 NTCIP Support Documentation for NTCIP System Integrators ___Yes; ___No

7.4.3 Web-Server Protocol Documentation for Web Based Application System Integrators ___Yes; ___No

8. Maintenance

8.1 Scheduled Maintenance

8.1.1 Solar Array - Clean with water and mild detergent as needed. ___Yes; ___No

8.1.2 Battery Bank - Check electrolyte level once each month and add distilled water as needed. (Note: Not required with Gel-Cell batteries.) N/A

8.2 Preventive Maintenance

8.2.1 Inspect and lubricate axle hubs once per year.

9. Warranty

9.1 Standard Warranty

9.1.1 Bumper to Bumper - Full warranty five (5) years – terms and conditions shall be set forth in warrantee ___Yes; ___No

9.1.2 Solar Panels - Ten years ___Yes; ___No

9.2 Extended Warranty – Shall be available at the Township’s discretion ___Yes; ___No

10. Options

10.1 Battery Charger

10.1.1 Charger type - Switching regulator, constant voltage with automatic switch to maintenance or trickle charge. ___Yes; ___No

10.1.2 Input Voltage - 110 VAC 50/60 Hz (specify 220 VAC 50 Hz for international use) ___Yes; ___No

10.1.3 Available models with below recharge time.

10.1.3.1 90-Amp - 22 hours (12 batteries) ___Yes; ___No

10.1.4 Battery charger unit shall install in the field with minimum effort.

10.2 Remote Control

10.2.1 General

10.2.1.1 The remote control option shall provide for complete control of all dynamic message sign functions. ___Yes; ___No

The remote control option shall, at a minimum, provide for:

- Simultaneously geographically tracking, managing, operating and maintaining a minimum of 1,000 remotely located PCMS units including setting up automatic e-mail notifications/alerts for unit movement, change of displayed message, low estimated runtime, low battery condition, sign panel failures, and pixel failures.

___Yes; ___No

- Sending a message to one or more remote PCMS for immediate display. ___Yes; ___No

- Receiving the message currently displayed on all remote PCMS. ___Yes; ___No

- Managing the message libraries and message schedules & events on all remote PCMS. ___Yes; ___No

- Checking the operating status, including sign panel status, system date & time, battery voltage, estimated autonomy, temperature, unit Up-Time, Current Run-Time, Life-Time Run-Time, and ambient light level of all remote PCMS. ___Yes; ___No

- Reporting and managing NTCIP status of all PCMS. ___Yes; ___No

- Retrieve up to 30 days’ worth of logged Radar Statistics from units equipped with optional Radar Speed Monitor (see section 10.3 for optional Radar Speed Monitor). ___Yes; ___No

- Provide for the ability to perform various system resets including a complete re-boot/restart of the system for all PCMS. ___Yes; ___No

10.2.1.3 Communication Protocol - Proprietary with complete CRC (cyclic redundancy check) error detection and correction and full challenge-response password authentication. ___Yes; ___No

10.2.1.4 Data Format - Data is encrypted and compressed for added security and reliability. ___Yes; ___No

10.2.1.5 All operating software for message sign control console and host computer shall be included with basic message sign package (downloadable from www.solartechnology.com). ___Yes; ___No

10.2.2 TCP (Transmission Control Protocol)/IP Network Communications (Dynamic or Static IP Address) ___Yes; ___No

10.2.2.1 Data rate - 10/100 Base-T Ethernet ___Yes; ___No

10.2.2.2 Remote control of any networked (IP addressable) PCMS may be achieved from any host computer with Internet connectivity [either with standard NTCIP commands via SNMP (Simple Network Management Protocol) or SMTP (Simple Mail Transfer Protocol), or with Command Center]. Remote control software (Command Center) shall be provided free of charge (downloadable from vendor's website) with unit and function on any host computer, independent of operating system. Control console and remote control software shall incorporate a challenge/ response encrypted type password security system to prevent unauthorized access of any networked PCMS. 10.2.3 IP Addressable Cellular Transceiver Operation. ___Yes; ___No

10.2.3.1 Wireless modem with up to a 3-Watt cellular transceiver. ___Yes; ___No

10.2.3.2 MNP 2-4 Error Control - Automatic error detection and correction. ___Yes; ___No

10.2.3.3 MNP 5 Data Compression - Higher data rates, shorter connection times. ___Yes; ___No

10.2.3.4 MNP 10EC - Enhanced performance over noisy cellular connections. ___Yes; ___No

10.3 Radar Speed Monitor

10.3.1 General

10.3.1.1 Operating Frequency - 24.15 GHz (K-Band) ___Yes; ___No

10.3.1.2 Antenna Beam width - 12° (Circular Pattern) ___Yes; ___No

10.3.1.3 Capture Angle - 16.5° typical (Circular Pattern) ___Yes; ___No

10.3.1.4 Target Speed Range - 5 to 125 MPH (20 to 200 km/h) ___Yes; ___No

10.3.1.5 Target Speed Accuracy - 1 MPH typical ___Yes; ___No

10.3.1.6 Detection Distance - 1,500 Feet (Automobile-size target) ___Yes; ___No

10.3.1.7 Radar unit shall install in the field with minimum effort. ___Yes; ___No

10.3.1.8 Message sign shall be pre-wired and pre-programmed for radar speed monitor option. ___Yes; ___No

10.3.2 Operating Features

10.3.2.1 Target Speed Display - The speed of the target may be displayed as part of any user-created messages, in any character size, in any position in the message. Multiple messages which include target speed can be stored in the

message library. **Yes;** **No**

10.3.2.2 Triggered Display - A message may be displayed only when an acquired target exceeds a preset speed threshold. This message may include the display of the target speed. If no target is acquired; or if the acquired target is below the preset threshold, the default message will be displayed. Default message can be a blank display. **Yes;** **No**

10.3.2.3 Window Triggered Display - Upper and lower speed thresholds may be preset such that the special message is displayed only when the target speed is above the lower threshold but below the upper threshold. This message can include the display of the target speed. If no target is acquired; or if the acquired target is above or below the preset thresholds, the default message will be displayed. Default message can be a blank display. Multiple windows can be programmed each with a different message to be displayed when the acquired target speed is above the minimum speed but below the maximum speed threshold for that particular window. Each of these messages can include the display of the target speed. **Yes;** **No**

10.3.2.4 All necessary software features shall be included with the basic message sign package. **Yes;** **No**

10.3.3 Radar Statistical Data Collection

10.3.3.1 Control Console shall automatically log and record (to a standard USB memory stick) all raw data provided by the radar gun along with basic statistical information about the collected data in 15 minute intervals. The data shall be stored in two CSV (Comma Separated Value) files which may be opened in Microsoft Excel or any other similar spreadsheet type application for viewing, manipulation and analysis. Additionally, the most recent 30 days' worth of Radar Statistics (statistical radar data logged every 15 minutes) shall be maintained in the control consoles nonvolatile memory and shall be retrieved remotely via the Control Center with detail explanation in the Control Center manual. **Yes;** **No**

10.3.3.2 Data Provided

10.3.3.2.1 Raw Data File: (radar data file) - (Year, Month, Day, Time, Reading) – for every reading - readings recorded every 250ms while tracking a target. **Yes;** **No**

10.3.3.2.2 Statistical Data File: (radar statistics file) - (Year, Month, Day, Time, # of Readings, Mean, Median, Mode, Standard Deviation, Lowest Reading, Highest Reading) - based on all readings - readings are taken every 250ms while tracking a target. **Yes;** **No**

10.4 GSM Transceiver & GPS Receiver Module

10.4.1 Integrated into Control Console **Yes;** **No**

11. Delivery Requirements

11.1 Time Line and Delivery Location

11.1.1 The unit(s) shall be delivered within 90 days of signing of the contract to the Piscataway DPW yard located at 505 Sidney Road, Piscataway, NJ 08854. **Yes;** **No**

All bidders shall submit the above specification/questionnaire with the appropriate response to the “ **Yes;** **No**” sections. All responses with a “No” shall have a provision to adequately substitute the specifics of that paragraph. A

separate sheet or sheets with the bidder's letterhead shall set forth each paragraph number affected by a "No" answer with an acceptable substitution considered an approved equal. The sheet or sheets shall be submitted with the bid.

THE TOWNSHIP OF PISCATAWAY



PROPOSAL SHEETS

PAGES 1-2



MARIA E CAEMMERER

Purchasing Agent/Purchasing Specialist

**PROPOSAL FOR:
SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAMIC MESSAGE SIGN**

Honorable Mayor and Township Council
Township of Piscataway
455 Hoes Lane
Piscataway, NJ 08854

The undersigned bidder declares he/she has read the Notice to Bidders, Instruction to Bidders and Specifications attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, and contract purchase order awarded, to furnish the following:

ITEM 1. SOLAR POWERED PORTABLE DOUBLE-SIDED DYNAMIC MESSAGE SIGN

TOTAL BID 1 UNIT @ \$ _____
(Amount Written In Numbers)

(Amount Written in Words)

Respectfully Submitted,

NAME OF BIDDER: _____

(Typed or Printed)

SIGNED: _____
(Authorized Signature) (Date)

(Printed Name and Title of Person Signing)
ADDRESS: _____

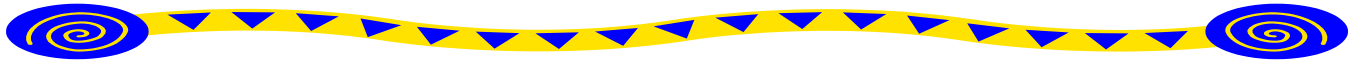
TELEPHONE/FAX: _____ / _____

E-MAIL (If Available): _____
PRINT

NOTE: BID SHEET(S) WILL NOT BE ACCEPTED UNLESS SIGNED BY THE OWNER OR AUTHORIZED CORPORATE OFFICER.

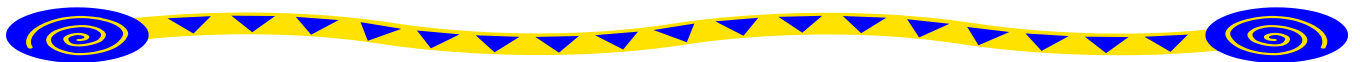
DATE OF DELIVERY: THE UNIT SHALL BE DELIVERED 90 DAYS FROM THE DATE OF AWARD OF BID.

THE TOWNSHIP OF PISCATAWAY



GOOD & SERVICES BID REQUIRED DOCUMENTS

All documents in this section shall be completed, signed and submitted with the bid package – Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive.



MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

BIDDER’S CHECKLIST

THE ITEMS LISTED BELOW ARE MANDATORY AND THE FAILURE TO SUBMIT ANY ONE OF THE MANDATORY ITEMS SHALL BE DEEMED A FATAL DEFECT. THIS SHALL TENDER THE BID PROPOSAL UNRESPONSIVE AND CANNOT BE CURED BY THE GOVERNING BODY.

BIDDERS MUST INITIAL EACH ITEM BELOW INDICATING THAT THE REQUIRED DOCUMENTS HAVE BEEN PROVIDED WITH THE BID.

- Bid Bond (Bid Guarantee) (N.J.S.A. 40A:11-21) _____
- Certificate of Surety Company consenting to provide Performance Bond (N.J.S.A. 40A:11-22) _____
- Bidder’s Affidavit _____
- Non-Collusion Affidavit _____
- Corporate Disclosure Certification (Corporate Ownership) (N.J.S.A. 52:25-24.2) _____
- Affirmative Action Questionnaire Form _____
- Plan, Experience and Equipment Questionnaire _____
- Receipt of Addenda (if any) _____
- Hold Harmless Agreement _____
- Disclosure of Investment Activities in Iran _____
- Proposal _____
- Business Registration Certificate (Photocopy) _____
(FOR PRIMARY & ALL NAMED/LISTED SUBCONTRACTORS)

. ADA-Americans with Disabilities Act of 1990. Equal Opportunity For Individuals with _____ Disability.

BID BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, That we, _____
as Principal, and _____, a corporation duly organized under the laws of the State of _____, as Surety, are held and firmly bound unto the Township of Piscataway as Obligee, in the sum of Ten Percent (10%) of the Total Bid, Not to Exceed Twenty Thousand Dollars (\$20,000.00) for the payment of which Principal and Surety Bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for _____,
the "Project."

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, shall pay to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void: otherwise to remain in full force and effect.

Signed and sealed this ___ day of _____, 20__

Surety: _____

By: _____

Witness: _____

Principal: _____

By: _____

Witness: _____

IX

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 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:

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/).

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.

DATED: _____ SIGNATURE: _____

PRINTED NAME AND TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

ADDRESS: _____ (Corporate Seal)

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

- a. To the best of the bidder’s knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.
- b. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.
- c. The bidder further certifies that the undersigned has the necessary authority to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

DATED: _____

(Signature)

(Name and Title)

(Company Name)

(Address)

(City, State, Zip Code)

(Corporate Seal)

BIDDER'S AFFIDAVIT

I, _____, being duly sworn, deposes that he/she

resides at _____

and that he/she is the _____ of _____
(Title) (Name of Bidder)

I am duly authorized to sign the bid and that bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all the declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal forbids are true to the best of my knowledge and belief.

(Affiant)

(Corporate Seal)

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	Home Address (for Individuals) or Business 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 noncorporate 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	Home Address (for Individuals) or Business 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 **PISCATAWAY TOWNSHIP** 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 **PISCATAWAY TOWNSHIP** to notify the **PISCATAWAY TOWNSHIP** 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 **PISCATAWAY TOWNSHIP** to declare any contract(s) resulting from this certification void and unenforceable.

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

PROCUREMENT, PROFESSIONAL OR SERVICE CONTRACT

AFFIRMATIVE ACTION QUESTIONNAIRE

PLEASE COMPLETE THIS QUESTIONNAIRE AND RETURN IT WITH YOUR BID/QUOTE. IN THE EVENT YOUR COMPANY OR FIRM IS AWARDED A CONTRACT, WE WILL PROVIDE YOU WITH THE PROPER FORMS AS YOU HAVE INDICATED.

1. DOES YOUR COMPANY OR FIRM HAVE A FEDERAL APPROVED AFFIRMATIVE ACTION PLAN.

YES () NO ()

- IF YES, SUBMIT A PHOTOCOPY OF THE FEDERAL LETTER OR APPROVAL (FEDERAL LETTER MUST BE LESS THAN ONE YEAR OLD).
- IF YES, SUBMIT A PHOTOCOPY OF THE CERTIFICATE.

2. INDICATE IF NONE OF THE ABOVE. ()

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (A.A. 302 DIV OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY EMPLOYEE INFORMATION REPORT) WILL BE PROVIDED TO YOU AT THE TIME OF AWARD.

(TO BE RETURNED WITH YOUR CONTRACT DOCUMENTS.)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

DATED: _____

(Signature)

(Name and Title)

(Company Name)

(Address)

(City, State, Zip Code)

(Corporate Seal)

PLAN, EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

Submitted to _____

)A Corporation

By _____)A Copartnership

)An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1) In what manner have you inspected the proposed work? (explain in detail)

2) Explain your plan or layout for performing the proposed work.

3) The work, if awarded to you, will have the personal supervision of whom?

4.1) How many years has your organization been in business under your present name?

4.2) Have you ever failed to complete any work awarded to you? Yes ____ No ____
 (If yes, attach additional sheet with details and explanation.)

5) Do you intend to sublet any portion(s) of this work? Yes ____ No ____
 If yes, state amount of sub-contract, and if known, the name and address of the sub-contractor, amount and type of his equipment and financial responsibility.

6.) What equipment do you own that is available for and intended to be used on the present project?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

7.) What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC	APPROXIMATE COST	
			PURCHASE	LEASE

8) Have you made contracts or received firm offers for all materials prices used in preparing your proposal ? Yes ____ No ____ **Do not** give names of dealers or manufacturers.

STATUS OF PRESENT AND PAST CONTRACTS

9) Give full information about past and present contracts, whether private or governmental contracts, whether prime or sub-contracts; whether completed or in progress or awarded but not yet begun; or whether you are low bidder pending award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	ADDITIONAL EARNED SINCE LAST ESTIMATE	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

DATED: _____

(Signature)

(Name and Title)

(Company Name)

(Address)

(City, State, Zip Code)

(Corporate Seal)

RECEIPT OF ADDENDA FORM

The Bidder hereby acknowledges the receipt of the following Addenda, if any, distributed by the Architect, Engineer and/or Township Official:

NO ADDENDA WAS RECEIVED FOR THIS BID _____

OR

ACKNOWLEDGEMENT OF ADDENDA BELOW

Addendum # _____ **dated** _____ **Addendum #** _____ **dated** _____

Addendum # _____ **dated** _____ **Addendum #** _____ **dated** _____

Addendum # _____ **dated** _____ **Addendum #** _____ **dated** _____

Addendum # _____ **dated** _____ **Addendum #** _____ **dated** _____

Addendum # _____ **dated** _____ **Addendum #** _____ **dated** _____

DATED: _____

(Signature)

(Name and Title)

(Company Name)

(Address)

(City, State, Zip Code)

(Corporate Seal)

HOLD HARMLESS AGREEMENT

“To the fullest extent permitted by law, _____
 (Name of Contractor/Vendor/Facility User) agrees to defend, pay on behalf of,
 indemnify, and hold harmless the Township of Piscataway, its elected and appointed
 officials, its agents, employees and volunteers and others working on behalf of the
 Township of Piscataway, against any and all claims, demands, suits, or loss including all
 costs connected therewith, and for any damages which may be asserted, claimed or
 recovered against or from the Township of Piscataway, its elected and appointed
 officials, its agents, employees, volunteers or others working on behalf of the Township
 of Piscataway, by reason of personal injury, including bodily injury or death and/or
 property damage, including loss of use thereof, which arises out of or is in any way
 connected for associated with this contract”

By: _____
 Contractor/Vendor/Facility User

 Township Of Piscataway

 (Authorized Signature)

 (Printed Name of Above)

 (Address)

 (City, State, Zip)

 (Phone)

TOWNSHIP OF PISCATAWAY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

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

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

- Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

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

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

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	

Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of Piscataway, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township 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 Piscataway, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

TOWNSHIP OF PISCATAWAY**AMERICANS WITH DISABILITIES ACT OF 1990**
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and the TOWNSHIP OF PISCATAWAY (herein referred to as the TOWNSHIP) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP or any of its agents, servants, and employees, the BOROUGH shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

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

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

XVIII

TOWNSHIP OF PISCATAWAY

**AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY
FOR INDIVIDUALS WITH DISABILITY**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this RFP Document. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the 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.

The undersigned certifies that that the applicant is aware of the commitment to comply with the requirements of the Americans with Disabilities Act of 1990 as stated on the following page.

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name

TOWNSHIP OF PISCATAWAY

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. No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

The undersigned therefor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1.

_____	_____
<i>Printed Name of Authorized Agent</i>	<i>Signature of Authorized Agent</i>
_____	_____
<i>Title</i>	<i>Date</i>

<i>Company Name</i>	

PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section
3 Reporting (N.J.S.A.
19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please
contact ELEC at: 1-888-313-ELEC
(toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

INITIAL _____

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


State Treasurer

VOID

REQUIRED

TOWNSHIP OF PISCATAWAY

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

PREFER SUBMITTED WITH BID RESPONSE REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

S

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
 TRADE NAME: CLIENT REGISTRATION
 TAXPAYER IDENTIFICATION#: 970-097-382/500
 SEQUENCE NUMBER: 0107330
 ADDRESS: 847 ROEBLING AVE
 TRENTON NJ 08611
 ISSUANCE DATE: 07/14/04
 EFFECTIVE DATE: 01/01/01
 FORM-BRC(08-01)

John S. Tully
Act. Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
 TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
 20041014112823533

REQUIRED

I have read this Bid in its entirety and hereby affirm that the Provider agrees to all terms and acknowledge as outlined in the instructions to bidders.

DATED: _____

(Signature)

(Name and Title)

(Company Name)

(Address)

(City, State, Zip Code)

(Corporate Seal)

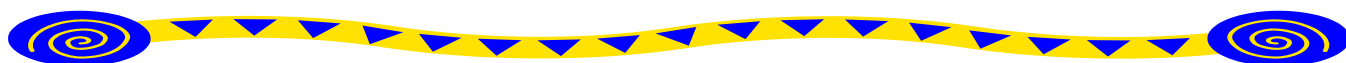
THE TOWNSHIP OF PISCATAWAY

THESE SAMPLE PAGES ARE NOT REQUIRED BACK WITH BID. FOR BIDDERS INFORMATION. REQUIRED ONLY ONCE AWARDED.



SAMPLE-BID REQUIRED DOCUMENTS

All documents in this section may be submitted with the bid package for faster process. Failure to submit the required documents Once Awarded with the Contract may be cause to reject the bid/contract for being non-responsive .REQUIRED ONCE AWARDED.



MARIA E. VALENTE-CAEMMERER
Purchasing Agent/Township Secretary

XXI

SAMPLE:

INSURANCE REQUIREMENTS

Suppliers – Office supplies, furniture & fixtures, materials consumed quickly.

Professional Services – Attorney, accountants, consultants, engineers, medical service vendors

Miscellaneous Services – Temporary help and personnel labor suppliers.

REQUIREMENTS

I. SUPPLIERS

A Commercial General Liability	\$500,000
B Automobile Liability	\$500,000
C Workers' Compensation	Statutory
D Municipality to be named "Additional Insured"	
E 60 days notice of cancellation	

II PROFESSIONAL SERVICES

A Commercial General Liability	\$1,000,000
B Automobile Liability	\$ 500,000
C Workers' Compensation	Statutory
D Professional Liability (E&O, Malpractice)	\$1,000,000
E No "Additional Insured" Requirement	
F 60 days notice of cancellation	

III MISCELLANEOUS SERVICES

A Commercial General Liability	\$500,000
B Automobile Liability	\$500,000
C Workers' Compensation	Statutory
D Municipality to be named "Additional Insured"	
E 60 days notice of cancellation	

ADDITIONAL INSURED

The Township of Piscataway must be named additional Insured.
The description of the Goods & Services must be listed.

SAMPLE CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Applicants Insurance Company Name and Address	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Applicants Company Name and Address	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. SECT <input type="checkbox"/> LOC	Policy Number		Term	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number		Term	CORRECTED SINGLE LIMIT (EA OCCUR) \$ \$1,000,000 BODILY INJURY (EA OCCUR) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ \$2,000,000 AGGREGATE \$ \$ \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	Policy Number		Term	WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ \$100,000 E.L. DISEASE - EA EMPLOYEE \$ \$100,000 E.L. DISEASE - POLICY LIMIT \$ \$500,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICERS/EMBER EXCLUDED? If yes, describe below SPECIAL PROVISIONS below OTHER	Policy Number If applicable		Term	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Leave Blank PROJECT NAME

CERTIFICATE HOLDER ATTN: TOWNSHIP OF PISCATAWAY 455 HOES LANE PISCATAWAY, NJ 08854	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---

TO CONTRACTOR:

Have your bonding company complete the enclosed Performance/Payment Bond. In order to expedite the process by which your Performance/Payment Bond will be approved by our township attorney, you must use the enclosed form. Please fill out the numbered highlighted areas and have all required signatures in place. The Township will not review any alternative forms and they will be returned to you.

Please fill out the highlighted areas numbered as follows:

1. Full name of Contractor
2. Indicate whether a Corporation, Partnership or Individual
- 3, 3A, 3B Full name of Bonding Company, State, and Office Address
4. Amount of contract in words and figures
5. Date of Bond (Supplied by bonding company - cannot be prior to date of contract)
6. Date of Contract (Found on first page of contract at top)
7. Title and/or description of contract
8. Full name of Contractor
9. Full name of Contractor
10. Same date as Item # 5

SAMPLE

Accompanying documents from the bonding company must include the following:

1. Financial Statement
 2. Surety Disclosure Statement and Certification
- A Power of Attorney should be provided for the individual executing the bond on behalf of the surety.

PERFORMANCE PAYMENT BOND MUST BE SIGNED AND SEALED BY ALL PARTIES INDICATED ON PAGE 2

SAMPLE

PERFORMANCE PAYMENT BOND

Know all men by these presents, that we, **(1)** _____ a
(2) _____ the undersigned as Principal and
(3) _____ of the State of **(3A)** _____
 duly authorized to do business in the State of New Jersey, having an office at
(3B) _____, New Jersey, as Surety, are
 hereby held and firmly bound unto the Township of Piscataway, 455 Hoes Lane, Piscataway, New Jersey
 08854 in the penal sum of
(4) _____
 (\$ _____) DOLLARS,

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our
 heirs, executors, administrators, successors and assigns.

(5) Signed this _____ day of _____ 20____.

The condition of the above obligation is such that whereas, the above named principal did on the
(6) _____ day of _____ 20____, enter into a contract with the Township
 of Piscataway, 455 Hoes Lane, Piscataway, New Jersey 08854 for
(7) _____

which said contract is made a part of this the bond the same as though set forth herein;

Now, if the said **(8)** _____ shall well and faithfully do and perform the
 things agreed by **(9)** _____ to be done and performed according to the
 terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for
 labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or
 machinery furnished, used or consumed in the carrying forward, performing or completing of said contract,
 we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.
 2A: 44-143 having a just claim, as well as for the oblige herein; then this obligation shall be void; otherwise
 the same shall remain in full force and effect; it being expressly understood and agreed that the liability of
 the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as
 herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the
 terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the
 obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article
 to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

SAMPLE

Performance Payment Bond

This bond shall not be subject to cancellation either by the principal or by the surety for any reason until such time as all improvements subject to the bond have been accepted by the municipality.

This bond shall be deemed continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released, or until default is declared, or until the bond is replaced by another bond meeting applicable legal requirements. Upon approval or acceptance of all improvements by the municipality, or upon replacement of this bond by another bond, liability under this bond shall cease.

The aggregate liability of the surety shall not exceed the sum set forth above.

In the event that the improvements subject to this bond are not completed within the time allowed under the contract or bid documents (hereinafter the "Contract") between principal and municipality, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to complete the work in accordance with the terms and conditions of said Contract, claim payment under this bond for the cost of completion of the work. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.

The surety shall have the right to complete the work in accordance with the terms and conditions of said Contract, either with its own employees or in conjunction with the principal or another contractor; provided, however, that the surety in its sole discretion, may make a monetary settlement with the municipality as an alternative to completing the work.

This bond shall insure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

In the event that this bond shall for any reason cease to be effective prior to the approval or acceptance of all improvements, a cease and desist order may be issued by the governing body, in which case all work shall stop until such time as a replacement guarantee acceptable to municipality becomes effective.

SAMPLE

Performance Payment Bond

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts each of which shall be deemed an original, this the (10) _____ day of _____, 20

Attest :

Principal

(Typed or Printed)

Principal Secretary

(Typed or Printed)

By: _____ (s)

Address

SEAL :

Witness to Principal

SAMPLE

Attest :

Surety
By: _____ (s)
Attorney-in-fact

Surety Secretary

SEAL :

Address

Witness as to Surety

Address

SAMPLE

TAXPAYER IDENTIFICATION

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

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.

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

Social Security number																				
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here	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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SAMPLE

SAMPLE

CONTRACTOR'S NEW JERSEY
TAX REGISTRATION NUMBER

To be completed by contractor
and retained by seller.

SALES TAX

FORM ST-13

CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE

TO: _____ (Name of Seller) _____ (Date)

(Address of Seller)

The materials, supplies, or services purchased by the undersigned are for exclusive use in erecting structures, or building on, or otherwise improving, altering or repairing real property of the exempt organization, governmental entity, or qualified housing sponsor named below and are exempt from Sales and Use Tax under N.J.S.A. 54:32B-8.22.

THIS CONTRACT COVERS WORK TO BE PERFORMED FOR: (Check one)

EXEMPT ORGANIZATION

Name of Exempt Organization _____

Address _____

Exempt Organization Number _____

NEW JERSEY OR FEDERAL GOVERNMENTAL ENTITY

Name of Governmental Entity _____

Address of Governmental Entity _____

QUALIFIED HOUSING SPONSOR

Name of Qualified Housing Sponsor _____

Address of Qualified Housing Sponsor _____

ADDRESS OR LOCATION OF CONTRACT WORK SITE: (property must be owned or leased by one of the above)

I, the undersigned contractor, hereby verify and affirm that all of the information shown on this certificate is true.

Name of Contractor as registered with the New Jersey Division of Taxation

SAMPLE

Address of Contractor

Signature of Contractor or Authorized Employee

SAMPLE

See INSTRUCTIONS on reverse side.

- 1. Good Faith-** To act in good faith means to act in accordance with standards of honesty. In general, registered sellers who accept exemption certificates in good faith are relieved of liability for the collection and payment of sales tax on the transactions covered by the exemption certificate.

In order for good faith to be established, the following conditions must be met:

- (a) Certificate must contain no statement or entry which the seller knows is false or misleading;
- (b) Certificate must be an official form or a proper and substantive reproduction, including electronic;
- (c) Certificate must be filled out completely;
- (d) Certificate must be dated and include the purchaser's New Jersey tax identification number or, for a purchaser that is not registered in New Jersey, the Federal employer identification number or out-of-State registration number. Individual purchasers must include their driver's license number; and
- (e) Certificate or required data must be provided within 90 days of the sale.

The seller may, therefore, accept this certificate in good faith as a basis for exempting sales to the signatory purchaser and is relieved of liability even if it is determined that the purchaser improperly claimed the exemption.

- 2. Improper Certificate** - Sales transactions which are not supported by properly executed exemption certificates are deemed to be taxable retail sales. In this situation, the burden of proof that the tax was not required to be collected is upon the seller.
- 3. Correction of Certificate** - In general, sellers have 90 days after the date of sale to obtain a corrected certificate where the original certificate lacked material information required to be set forth in said certificate or where such information is incorrectly stated.
- 4. Additional Purchases by Same Purchaser** - This Certificate will serve to cover additional purchases by the same purchaser of the same general type of property or service. However, each subsequent sales slip or purchase invoice based on this Certificate must show the purchaser's name, address and Certificate of Authority Number for purpose of verification.
- 5. Retention of Certificates** - Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection on or before the 90th day following the date of the transaction to which the certificate relates.

6. Definitions:

"Contractor" - means any individual, partnership, corporation or other commercial entity engaged in any business involving erecting structures for others, or building on, or otherwise improving, altering, or repairing real property of others.

"Exempt Organization" - is any organization which holds a valid exempt organization permit issued pursuant to the provisions of N.J.S.A. 54:32B-9(b) which has issued an ST-5 Exempt Organization Certificate to the contractor.

"New Jersey or Federal Governmental Entity" - is any agency, instrumentality, political subdivision, authority, or public corporation of the governments of the United States of America or the State of New Jersey. Governmental agencies, instrumentalities or political subdivisions of states other than New Jersey do not qualify for exemption.

"Qualified Housing Sponsor" - is any person, partnership, corporation or association certified by the New Jersey Housing and Mortgage Finance Agency to have obtained financing, in addition to federal, state or local government subsidies, for a housing project from the New Jersey Housing and Mortgage Finance Agency pursuant to N.J.S.A. 55:14K-1, et seq. and has issued a New Jersey Sales and Use Tax Housing Sponsor Letter of Exemption to the contractor.

PRIVATE REPRODUCTION of Contractor's Exempt Purchase Certificates may be made without the prior permission of the Division of Taxation.

FOR MORE INFORMATION:

Call the Customer Service Center (609) 292-6400. Send an e-mail to nj.taxation@treas.state.nj.us. Write to: New Jersey Division of Taxation, Information and Publications Branch, PO Box 281, Trenton, NJ 08695-0281.

THE TOWNSHIP OF PISCATAWAY



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