

**Bid No. 2022-03-10**

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

**“2022-HOT MIX ASPHALT MATERIAL FOR ROAD  
RESURFACING”**

**MAYOR**  
**BRIAN WAHLER**

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

**BUSINESS ADMINISTRATOR**  
TIMOTHY J. DACEY

**TOWNSHIP CLERK**  
MELISSA A. SEADER

**PROJECT MANAGER**  
GUY GASPARI, P.E. P. L.S, P.P., C.P.W.M  
DIRECTOR OF PUBLIC WORKS/ENGINEERING  
455 HOES LANE PISCATAWAY, NJ 08854

**ANY QUESTIONS MUST BE E-MAILED TO [Purchasing@piscatawaynj.org](mailto:Purchasing@piscatawaynj.org) NO LATER  
THAN MARCH 23, 2022. @ 12noon. PHONE CALLS WILL NOT BE ACCEPTED THERE  
WILL BE NO EXCEPTIONS.**

Bid Opening Date: Thursday, March 31, 2022 AT 2:00 PM

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

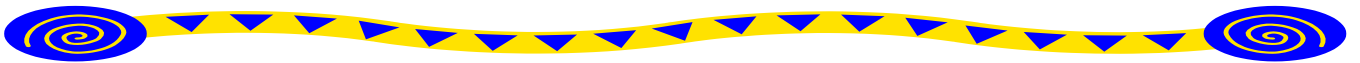
\_\_\_\_\_  
**TEL. NO.:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

THE TOWNSHIP OF PISCATAWAY



TOWNSHIP OF PISCATAWAY  
GOOD & SERVICES  
Bid Instructions  
&  
General Requirements



I

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

NOTICE TO BIDDERS

**BID NO: 2022-03-10**

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, MARCH 31, 2022** at **2:00PM** prevailing time in Council Chambers, Township of Piscataway, Administration Building, 455 Hoes Lane, Piscataway, NJ 08854 at which time and place bids will be publicly read by live broadcast via zoom as listed below. Bids will be publicly opened and reviewed for completeness for the following:

**“2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING”**

Bids must be made on standard proposal form, be enclosed in a sealed package bearing the name and address of bidder and the words **“2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING”** 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 TO THE PURCHASING AGENT BY 12NOON on or before 3/31/2022.*

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

**SITE VISIT:** N/A

Question and Answer Due Date: MARCH 23, 2022 by 12 Noon, E-mail only to:  
[Purchasing@piscatawaynj.org](mailto: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:**

Topic: 2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING

Time: Mar 31, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81518025256?pwd=MS9hSUhEbTZSV0tGY2h3MmJabzQxQT09>

Meeting ID: 815 1802 5256

Passcode: 008826

One tap mobile

+16468769923,,81518025256#,,,,\*008826# US (New York)

+13017158592,,81518025256#,,,,\*008826# US (Washington DC)

Dial by your location

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 815 1802 5256

Passcode: 008826

Bids can be hand delivered to the Municipal Building by calling the Purchasing Agent [Purchasing@732-562-2321](mailto: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: 2022-03-10**

**TOWNSHIP OF PISCATAWAY: “2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING”**

**Bidder’s Electronic Question Due Date: MARCH 23, 2022 @12NOON**

[Purchasing@piscatawaynj.org](mailto:Purchasing@piscatawaynj.org)

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

**Bid Submission Due Date: THURSDAY MARCH 31, 2022 @2PM**

*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 ON 3/31/2022.**

**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: 2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING

Time: Mar 31, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81518025256?pwd=MS9hSUhEbTZSV0tGY2h3MmJabzQxQT09>

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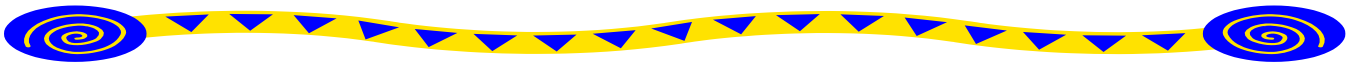
+1 312 626 6799 US (Chicago)

Meeting ID: 815 1802 5256

Passcode: 008826

# **THE TOWNSHIP OF PISCATAWAY**

**“2022 –HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING”**



## **INSTRUCTIONS TO BIDDERS**



**Page 1-25**

**MARIA E. VALENTE-CAEMMERER**

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**Purchasing Agent/Township Secretary**



**TOWNSHIP OF PISCATAWAY  
GOOD & SERVICES**

**Bid Instructions  
&  
General Requirements  
For**

**Bid No: 2022-03-10**

**2022- HOT MIX ASPHALT MATERIAL FOR ROAD  
RESURFACING.**

**Thursday, MARCH 31, 2022**

Bid Opening Date

**2:00 p.m.**

Bid Opening Time

Opening Location: 455 Hoes Lane  
Piscataway, NJ 08854

**MARIA E. VALENTE-CAEMMERER**

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Purchasing Agent/Township Secretary

## IV

### INSTRUCTIONS TO BIDDERS

**NOTE: - ANY QUESTIONS MUST BE SUBMITTED IN WRITING PER SECTION XV, BY E-MAIL TO: [PURCHASING@PISCATAWAYNJ.ORG](mailto: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: 2022-03-10**

**Name of Bid: -2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING**

**Name of Bidder:**

**Address of Bidder:**

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

**Bid Name: "2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING"**

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

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 prior to the date and time of the bid opening. **All bids must be delivered to the Township Purchasing Office** 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.**

# REQUEST FOR BIDS

## 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. 2022-03-10 “2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING”**

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. Bidders may contact the Purchasing office by E-mail only at:

[Purchasing@piscatawaynj.org](mailto:Purchasing@piscatawaynj.org) regarding questions or additional information about the bid specifications.

*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 3/31/2022.*

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Attention Purchasing Agent  
455 Hoes Lane  
Township of Piscataway, NJ 08854  
Phone: 732-562-2320  
E-mail: [purchasing@piscatawaynj.org](mailto: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: **2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING**  
Bid No: **2022-03-10**  
Bidders Name:  
Bidders Address:  
Date: **THURSDAY, MARCH 31, 2022**  
Time: **2:00 p.m. (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 and open all bids. **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.

**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: 2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING

Time: Mar 31, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81518025256?pwd=MS9hSUhEbTZSV0tGY2h3MmJabzQxQT09>

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+1 312 626 6799 US (Chicago)

Meeting ID: 815 1802 5256

Passcode: 008826

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## **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, MARCH 31, 2022**. **[“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: 2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING

Time: Mar 31, 2022 02:00 PM Eastern Time (US and Canada)

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Meeting ID: 815 1802 5256

Passcode: 008826

N/A

There will be a pre-bid meeting on \_\_\_\_\_ . While attendance is not mandatory, all prospective bidders are strongly encouraged to visit the project locations.

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

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**Purchasing Agent/Township Secretary**

## **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.

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.

### **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 III 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 IV 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 V                    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 VI                    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. **FAILURE TO SUBMIT THIS SHALL BE CAUSE FOR REJECTION OF THE BID.**

**SECTION VII                    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 VIII 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 IX            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 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 X                    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.

**(ST-13-FORM)-Once Contract is awarded ST-13 FORM will be attached in the Contract for the Contractor use.**

### **New Jersey State Sales and Use Tax Exemption**

Materials and equipment purchases for permanent installation in the project will be exempt from the New Jersey State Sales and Use Tax. Each Bidder shall take this exemption into account in calculating his bid. It shall be the Contractor's responsibility to file the necessary exemption applications.

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

Strongly encouraged to be submitted with the bid. **Required Once Awarded.**

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to Contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf).

## **SECTION XI**

### **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 XII WORK HOURS / INSPECTION**

The contractor shall work only during the normal work hours of the Township unless authorized by the Township Engineer/ DPW /Code Enforcement to do otherwise. Overtime shall be considered those hours before 8:30 A.M and after 4:30 P.M. Monday thru Friday. In addition, Saturday, Sunday and all Township holidays will be considered overtime. The Contractor will be responsible to pay all overtime worked by the Township Inspector or Representative. There shall be an inspector on the job site at all times when the contractor is working.

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

## **SECTION XIII *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](mailto: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](mailto: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.

## **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.

### **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.**

### **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 XVIII 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.

**SECTION XIX 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/](http://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 XX 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 XXI**  
**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 XXII**  
**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. 5121.01 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 XXIII**

**Play to Play-NOTICE OF DISCLOSURE REQUIREMENT**

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elect.state.nj.us](http://www.elect.state.nj.us).

**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**

**BID RESULTS.** Preliminary bid results you can E-mail [purchasing@piscatawaynj.org](mailto:purchasing@piscatawaynj.org) generally within **24-36 hours after date and time of bid opening**

## SECTION XXIV

### **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](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.



REMINDER BID CHECKLIST (B)

**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 <b>(Blue Ink)</b> ? 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 <b>Photo Copy</b> 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?		
10. <b>REQUIRED:</b> Bid Cover Page: Name, Address, Phone Number, E-mail Address?		

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

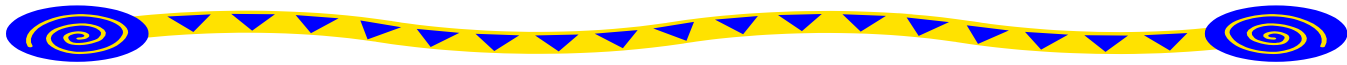
Website: [www.piscatawaynj.org](http://www.piscatawaynj.org) Addendum (Click on Home Page, EGov, Bids)

E-mail: [purchasing@piscatawaynj.org](mailto:purchasing@piscatawaynj.org)

**732-562-2321 (The Division of Purchasing)**

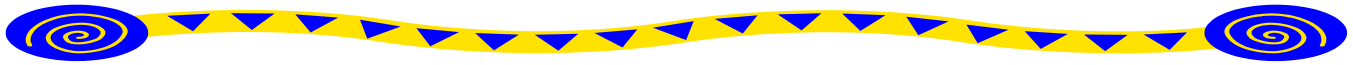
# THE TOWNSHIP OF PISCATAWAY

“2022-HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING”



# TECHNICAL SPECIFICATIONS

Pages 1 of 5



**MARIA E.VALENTE-CAEMMERER**

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Purchasing Agent/Township Secretary

# **HOT MIX ASPHALT MATERIAL FOR ROAD RESURFACING**

## **SPECIFICATIONS**

### **INTENT OF THESE SPECIFICATIONS**

The material to be secured through this contract will be used for paving, road and sewer repairs by the Township of Piscataway. It is the intent of these specifications to award a contract to the lowest responsible bidder(s) that will provide:

1. Delivery of specified materials by the vendor, supplied to the Township of Piscataway Department of Public Works at fifteen (15) minute intervals to the Township of Piscataway project sites.
2. The Township of Piscataway access to specified materials during the months that the plant is open, Monday through Friday excluding holidays, from the plant specified in the vendor's bid, both delivery and pickup; and upon 24-hour notice to open the plant on Saturdays. Dates of plant closing shall be provided in the Bid Proposal.
3. The right to the Township of Piscataway to purchase items where available from the next lowest bidder(s) if for any reason, the successful bidder(s) of any of the components herein described cannot provide the items in accordance with the schedule set forth. The difference in price shall be born by the successful bidder(s) who could not provide said items.

### **MATERIAL STANDARDS**

The materials specified in herein, including Hot Mix Asphalt products and any ancillary materials there of required for proper placement of same shall conform to requirements as set forth in the latest edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2007, English Edition, as amended, specifically Division 900-Materials.

The required materials under this specification are as listed herein;

<b>ITEM UNIT</b>	<b>PAY</b>
<b>1. Hot Mix Asphalt 9.5H64 Surface Course,</b>	<b>Ton(s)</b>
<b>2. Hot Mix Asphalt 19H64 Base Course,</b>	<b>Ton(s)</b>
<b>3. Hot Mix Asphalt 12.5H64 Intermediate Course,</b>	<b>Ton(s)</b>
<b>4. Tack Coat</b> This item will be purchased in containers as needed.	<b>Gallon(s)</b>

## **DELIVERY REQUIREMENTS FOR HOT MIX ASPHALT**

The successful bidder will be required to provide adequate delivery when material is ordered where specified, and at a minimum must be able to deliver, and must deliver when ordered, one full truck load of hot mix asphalt (approximately 20 tons or more per truck) every fifteen (15) minutes to Township of Piscataway project sites.

Requests for deliveries are only to be taken from a authorized employee of the Township of Piscataway Department of Public Works, and/or the Superintendent of Roads.

Deliveries for Hot Mix Asphalt shall be made in heated truck bodies to the construction site as directed by the Township. The supplier's delivery trucks will have licensed qualified drivers proficient in supplying hot mix asphalt for road paving operations. The materials shall be unloaded as expeditiously as is possible. Occasionally minor delays may occur. The Township of Piscataway will not pay for waiting time, and the Township of Piscataway will not pay for delivery costs or truck charges. Payments will be made as per bid prices only per acceptable materials delivered on time at the requested quantities and supported by certified material tickets.

## **QUANTITIES**

The Township of Piscataway reserves the right to order as little as one (1) ton of specified material or as many tons as required per delivery, up to and potentially over the individual item quantities, to perform the required paving operations.

The quantities stated in the proposal for the various items are estimated and as "If & Where Directed" items may be increased or decreased within statutory limits as requested by the Township in accordance with its needs, and subject to the availability of funds.

Bids are required for materials delivered to the Township of Piscataway work sites from the vendors' plant by the vendor supplied dump trucks, and at the Township's discretion materials can be picked up by the Township of Piscataway with its own dump trucks from the vendor during its hours of operation.

### **"If and Where Directed" Items.**

The estimated quantities set out in the Proposal Form are presented solely for the purpose of obtaining a representative bid price, but are not intended to indicate the Department of Public Works' anticipation as to the quantities of such items which are to be actually incorporated into any paving Project. Depending on field conditions, such "if and where directed" items may or may not be incorporated into the Project and if incorporated may be many times the estimated quantity or only a fraction thereof.

The Director of Public Works, and/or the Foreman of Roads as his designee, may order incorporation of such items at any location within the Project and at any time during the Contract Time. Claims for additional compensation shall not be made because of any increase, decrease, or elimination of such items.

## **BIDDING COMPONENTS**

The bid proposal consists of:

1. Component A – (Items 1 through 2) Costs for Materials Delivered to the Township of Piscataway Project Sites by the Vendor.
2. Component B – (Items 1 through 3)) Costs for Materials Picked Up by the Township of Piscataway at the Vendor’s Site.

## **BID AWARD**

**Each component herein specified shall be aggregated as a whole contract, i.e. both Component A and Component B combined shall be awarded together to the lowest bidder. The Township of Piscataway will award the contract to the bidder that best reflects cost savings to the Township.**

## **TERM OF CONTRACT**

The contract(s) will be for a two-year period from the date of award of contract and subsequent “Notice to Proceed” with the option of a second year at the discretion of the Township. The life of the contract will remain in effect for the entire first year or until either the funds are exhausted or the areas to be paved have been completed. The second year option shall be exercised by the Township upon completion of the first year contract as described above. At the Township discretion each year contract may be increased in conformance with the maximum contract ceiling threshold allowed by the State of New Jersey bidding statutes for these commodities.

## **TERMS OF PAYMENT**

Payment will be made by the Township of Piscataway upon receipt of statements and delivery tickets to be rendered on invoices and upon signing of vouchers furnished by the Township of Piscataway. Statements shall be submitted five (5) days prior to the cut-off date for vouchers due to the Piscataway Purchasing Department. A listing of the cut-off dates shall be provided to the vendor(s) upon complete execution of the contract.

## **ASPHALT PRICE ADJUSTMENT**

### **VERY IMPORTANT**

Based on the quantities in the herein proposal being greater than 1,000 tons, the asphalt price adjustment as required by the amendment to the New Jersey Local Public Contract Law shall be in effect. There shall be an escalation of material prices based on the monthly asphalt price index. Any contract entered into pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16), which includes the use of asphalt, shall include an adjustment clause for changes in the cost of asphalt cement. The adjustment clause shall be expressed by the following formula:  $A = (MA-BA) \times T$ , where:

A = Asphalt Price Adjustment;

MA = Monthly Asphalt Price Index, determined by the New Jersey Department of Transportation each month;

BA = Basic Asphalt Price Index in effect at the time of the bid, as published by the New Jersey Department of Transportation in its Standard Specifications for Road and Bridge Construction," as revised by the "Standard Inputs" periodically issued by the department; and

T = Tons of New Asphalt Binder, determined by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of hot mix asphalt. The job mix formula shall be provided at each price adjustment setting forth the percentage by weight of binder in the mix.

Adjustments made in accordance with the provisions of this section shall be paid on a lump sum basis and shall be made at the time invoices are submitted for payment by the vendor. The asphalt price adjustment shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as revised by the "Standard Inputs" periodically issued by the department. All invoices for payment shall be accompanied by the calculation of any asphalt price adjustment and a showing of the current month's Asphalt Price Index and the Basic Asphalt Price Index. The Asphalt Price Index used shall be the one north of Route I195.

No asphalt price adjustment shall be made in those months in which the monthly asphalt price index has changed less than five percent from the base asphalt price index. Should a monthly asphalt price index change by more than 50 percent over the base asphalt price index no additional HMA will be furnished without written approval from the Director of Public Works.

## **BOND AND CONTRACTS**

Each proposal must be accompanied by a certified check or bid bond for an amount equal to ten percent (10%) of the full amount of the bid not to exceed \$20,000.00 and made payable to the Township of Piscataway

Each successful bidder will be required within ten (10) days after the award to agree to enter into a written contract and furnish a satisfactory performance bond to the Township of Piscataway in the full amount of the contract as herein set forth in the "Instructions to Bidders".

## **MATERIAL QUALITY**

All material supplied to the Township shall meet the requirements of the most recent edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, and shall be free of inconsistencies or unspecified foreign material. Any damages suffered by the Township as the result of inconsistencies or foreign material will be recovered from the supplier.

**THE TOWNSHIP OF PISCATAWAY**



**PROPOSAL  
SHEETS**

Page 1 of 5



MARIA E. VALENTE-CAEMMERER

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Purchasing Agent



**PROPOSAL FOR  
HOT MIX ASPHALT MATERIALS FOR ROAD RESURFACING**

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:

**YEAR ONE**

**COMPONENT A –**

Material Costs for Materials Furnished and Delivered to the Township of Piscataway Project Sites by the Vendor.

**Item A1. Hot Mix Asphalt 9.5H64 Surface Course, If & Where Directed**

2,500 Tons @ \$ \_\_\_\_\_ per Ton \$ \_\_\_\_\_

**Item A2. Hot Mix Asphalt 19H64 Base Course, If & Where Directed**

500 Tons @ \$ \_\_\_\_\_ per Ton \$ \_\_\_\_\_

**TOTAL COMPONENT A** \_\_\_\_\_

**COMPONENT B –**

Material Costs for Materials Picked Up by the Township of Piscataway at the Vendor's Site (FOB).

**Item B1. Hot Mix Asphalt 9.5H64 Surface Course, F.O.B., If & Where Directed**

3,500 Tons @ \$ \_\_\_\_\_ per Ton \$ \_\_\_\_\_

**Item B2. Hot Mix Asphalt 19H64 Base Course, F.O.B., If & Where Directed**

500 Tons @ \$ \_\_\_\_\_ per Ton \$ \_\_\_\_\_

**Item B3. Tack Coat, if and Where Directed**

50 Gallons @ \$ \_\_\_\_\_ per Gal. \$ \_\_\_\_\_

**TOTAL COMPONENT B** \_\_\_\_\_

**TOTAL BID – COMPONENTS A & B** \$ \_\_\_\_\_

---

(AMOUNT WRITTEN IN WORDS)

---

**VENDOR CERTIFIES THAT THE ABOVE REFERENCED MATERIAL WILL BE AVAILABLE DURING THE MONTHS PER YEAR LISTED BELOW AT THE PLANT LOCATION(s) SPECIFIED:**

**YEAR TWO**

**COMPONENT A –**

Material Costs for Materials Furnished and Delivered to the Township of Piscataway Project Sites by the Vendor.

**Item A1. Hot Mix Asphalt 9.5H64 Surface Course, If & Where Directed**

2,500 Tons @ \$ \_\_\_\_\_ per Ton \$ \_\_\_\_\_

**Item A2. Hot Mix Asphalt 19H64 Base Course, If & Where Directed**

500 Tons @ \$ \_\_\_\_\_ per Ton \$ \_\_\_\_\_

**TOTAL COMPONENT A** \_\_\_\_\_

**COMPONENT B –**

Material Costs for Materials Picked Up by the Township of Piscataway at the Vendor's Site (FOB).

**Item B1. Hot Mix Asphalt 9.5H64 Surface Course, F.O.B., If & Where Directed**

3,500 Tons @ \$ \_\_\_\_\_ per Ton \$ \_\_\_\_\_

**Item B2. Hot Mix Asphalt 19H64 Base Course, F.O.B., If & Where Directed**

500 Tons @ \$ \_\_\_\_\_ per Ton \$ \_\_\_\_\_

**Item B3. Tack Coat, if and Where Directed**

50 Gallons @ \$ \_\_\_\_\_ per Gal. \$ \_\_\_\_\_

**TOTAL COMPONENT B** \_\_\_\_\_

TOTAL BID – COMPONENTS A & B \$ \_\_\_\_\_

---

(AMOUNT WRITTEN IN WORDS)

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**VENDOR CERTIFIES THAT THE ABOVE REFERENCED MATERIAL WILL BE AVAILABLE DURING THE MONTHS PER YEAR LISTED BELOW AT THE PLANT LOCATION(S) SPECIFIED:**

**PLANT 1. LOCATION:**

Street Address 1: \_\_\_\_\_

Town, State, Zip: \_\_\_\_\_

**INDICATE DATES OF OPERATION BELOW:**

Plant 1. \_\_\_\_\_

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**PLANT 2. LOCATION:**

Street Address 2: \_\_\_\_\_

Town, State, Zip: \_\_\_\_\_

**INDICATE DATES OF OPERATION BELOW:**

Plant 2. \_\_\_\_\_

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**DISTANCE FROM TOWNSHIP OF PISCATAWAY, DEPARTMENT OF PUBLIC WORKS YARD, 505 SIDNEY ROAD, PISCATAWAY, NJ, TO PLANT SPECIFIED ABOVE.**

Plant 1. \_\_\_\_\_ MILES; Plant 2. \_\_\_\_\_ MILES

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

Respectfully submitted,

Company Name of Bidder: \_\_\_\_\_  
(Typed or Printed)

Signed: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title of Person Signing)

Corporate Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

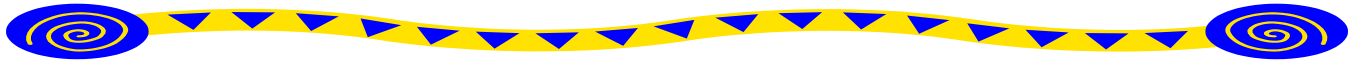
Fax. \_\_\_\_\_

Email: \_\_\_\_\_

Date \_\_\_\_\_

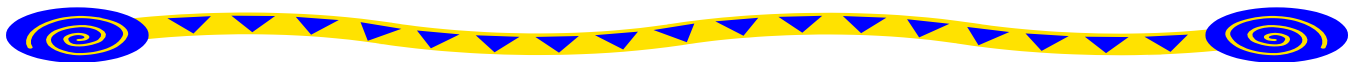
Bid No: 2021-03-10

# 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**

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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/](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.

\_\_\_\_\_  
*Printed Name of Authorized Agent*

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

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfn/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfn/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional

information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

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

\* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
-----------	--------------	-------

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

### Continuation Page

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_\_ of \_\_\_\_\_

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{ County Executive }

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

# THE TOWNSHIP OF PISCATAWAY

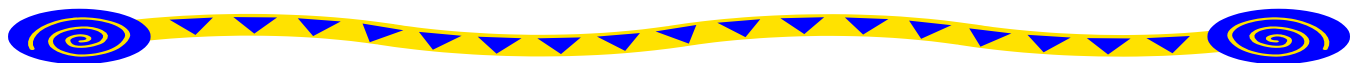
Bid No: 2022-03-10

*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

**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**

## 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 INSURANCE**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

<b>PRODUCER</b> 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.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> 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 (ACORD LTR #)	TYPE OF INSURANCE	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"/> PERIOD <input type="checkbox"/> SUBJECT <input type="checkbox"/> LOC	Policy Number		Term	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP 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
EXCESS/UMBRELLA LIABILITY	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	Policy Number		Term	EACH OCCURRENCE \$ \$2,000,000 AGGREGATE \$ \$ \$
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	<input type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER <input type="checkbox"/> TORT LIMITS <input type="checkbox"/> ER E.L. EACH ACCIDENT \$ \$100,000 E.L. DISEASE - EA EMPLOYEE \$ \$100,000 E.L. DISEASE - POLICY LIMIT \$ \$500,000

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

Leave Blank PROJECT NAME

<b>CERTIFICATE HOLDER</b> ATTN: TOWNSHIP OF PISCATAWAY 455 HOES LANE PISCATAWAY, NJ 08854	<b>CANCELLATION</b> 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
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# 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](http://www.irs.gov/FormW9) for instructions and the latest information.

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.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

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.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

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, except for 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social Security number

OR

Employer identification number

**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](http://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.

SALES TAX

FORM ST-13

CONTRACTOR'S NEW JERSEY  
TAX REGISTRATION NUMBER

**SAMPLE**

To be completed by contractor  
and retained by seller.

**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.

**SAMPLE**

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

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
Signature of Contractor or Authorized Employee

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](mailto: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**



LAST PAGE