

**Bid No. 2022-02-04**

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

**“STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES”**

**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 /T & M ASSOCIATES  
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 January 21, 2022. @ 12noon. PHONE CALLS WILL NOT BE ACCEPTED THERE WILL BE NO EXCEPTIONS.**

Bid Opening Date: Thursday, February 3, 2022 AT 2:00 PM

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

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

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

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

NOTICE TO BIDDERS

**BID NO: 2022-02-04**

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, FEBRUARY 3, 2022 at 2:00PM** prevailing time, in the Council Chambers, Township of Piscataway, Administration Building, 455 Hoes Lane, Piscataway, NJ 08854 at which time and place will be publicly read live broadcast via zoom as listed below. Bids will be publicly opened and reviewed for completeness for the following:

**“STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES”**

Bids must be made on standard proposal form, be enclosed in a sealed package bearing the name and address of bidder and the words **“STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES”** 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 for lunch.*

*Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid by or before 12noon on 2/3/2022. The Municipal building is closed to the public due to the Covid-19. Bids will be opened via zoom at 2:00pm.*

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

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

Walk Thru/Site Visit: January 18, 2022 @2:00pm. At 1 Sterling Village Dive, Piscataway, NJ 08854

Question and Answer Due Date: January 21, 2022by 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:

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: BID OPENING: 2022-STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES

Time: Feb 3, 2022 02:00 PM Eastern Time (US and Canada)

<https://us02web.zoom.us/j/88587049403?pwd=R3pQM3dHSHJmaGZIUE9MS2YwN2UwZz09>

Meeting ID: 885 8704 9403

Passcode: 107576

Dial by your location

- +1 312 626 6799 US (Chicago)
- +1 646 876 9923 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 346 248 7799 US (Houston)
- +1 408 638 0968 US (San Jose)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)

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

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

**Bid NO: 2022-02-04**

**TOWNSHIP OF PISCATAWAY: “STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES”**

**Bidder’s Electronic Question Due Date: JANUARY 21, 2022 @12NOON**

Official Addenda Process: **JANUARY 25, 2022.**

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

**PRE-BID Conference / Site Visit Date: JANUARY 18, 2022 @2PM @ 1 STERLING VILLAGE DRIVE, PISCATAWAY NJ 088854**

**Bid Submission Due Date: THURSDAY, FEBRUARY 3,2022 @2PM**

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

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

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

**PLEASE, DROP OFF YOUR SEALED BID BY OR BEFORE 12NOON 2/3/2022.**

**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-STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES

Time: Feb 3, 2022 02:00 PM Eastern Time (US and Canada)

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Meeting ID: 885 8704 9403 ; Passcode: 107576

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

**ONLY (1) ORIGINAL CERTIFIED BID BOND IS REQUIRED" IN THE ORIGINAL BID PACKET.**

**REQUIRED: (1) a Photo Copy of the Original Bid Clearly Marked "TRUE COPY"**

**No original documents in the true copy.**

### CONTRACTOR / EMPLOYEES BACKGROUND CHECK/FINGER PRINTS

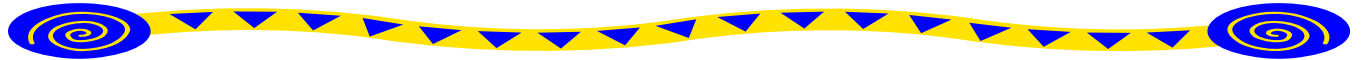
All employees of the Contractor will sign an Authorization to Release Records Form and submit to finger printing and background checks prior to beginning work. The Contractor shall not provide any employees whose results are not first submitted to and cleared by the Township (See Authorization to Release Records Form in the bid)

The contractor and its employees that will be working in the Sterling Village (Piscataway Senior Housing) must have background check and Finger Prints done by an agency at the expense of the Contractor, Prior of the start of the any work. Contractor shall obtain its own agency and have the reports sent to the Piscataway Administration office prior of any Contractor's employees and or any Subcontractors staff starting.

The reports must be sent to:

Piscataway Township Administrator /Purchasing  
455 Hoes Lane  
Piscataway, New Jersey, 08854.

# THE TOWNSHIP OF PISCATAWAY



## INSTRUCTIONS TO BIDDERS

PAGES 1-56



MARIA E. VALENTE-CAEMMERER

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Purchasing Agent/Township Secretary

# **BID BOILER PLATE**

# **PUBLIC WORKS**

**Revised June 2018**

# Piscataway

## **PUBLIC WORKS**

### Bid Specifications & General Requirements For

#### **2022-STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO: 2022-02-04**

**THURSDAY, FEBRUARY 3, 2022**

Bid Opening Date

**2:00 p.m. Via Zoom**

Bid Opening Time

Opening Location: 455 Hoes Lane  
Piscataway, NJ 08854

**MARIA E. VALENTE-CAEMMERER**

Purchasing Agent/Purchasing Specialist



# The Township of Piscataway

## REQUEST FOR BIDS GUY GASPARI, DIRECTOR OF PUBLIC WORKS/T & M ASSOCIATES Bid Advertisement

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. 2022-02-04                      2022-STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

All necessary bid specifications and bid forms & Plans 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. **By January 21, 2021 by or before 12noon.**

Bids must be submitted to: Township of Piscataway Division of Purchasing  
Att: Purchasing Agent  
455 Hoes Lane  
Piscataway, NJ 08854  
Phone: 732-562-2321  
E-mail: [purchasing@piscatawaynj.org](mailto:purchasing@piscatawaynj.org)

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Guy Gaspari, Director of Public Works/T & M Associates  
Project Manager Contact Person  
Department of Public works  
455 Hoes Lane  
Piscataway, NJ 08854  
Township of Piscataway, NJ

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

Title: **-2022-STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**  
BID NO. **2022-02-04**  
Name of the Bidder:  
Address of the Bidder:  
Date: Thursday **FEBRUARY 3, 2022**  
Time: **2:00 p.m.**

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

***Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid. The Municipal building is closed to the public due to the Covid-19. PLEASE, MAKE SURE YOUR SEALED BID ARRIVES BY or BEFORE 12noon on 2/ 3/ 2022.***

**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-STERLING VILLAGE FIRE ALARM UPGRADES

Time: Feb 3, 2022 02:00 PM Eastern Time (US and Canada)

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Meeting ID: 885 8704 9403

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+1 253 215 8782 US (Tacoma)

Meeting ID: 885 8704 9403

Passcode: 107576

**PLEASE, MAKE SURE YOU DROP OFF YOUR SEALED BID BY or BEFORE 12NOON 2/3/2022.**

**BID WILL BE OPENED @2PM VIA ZOOM.**

**JANUARY 18, 2022**

There will be a pre-bid meeting on \_\_\_\_\_ . While attendance is not mandatory, all prospective bidders are **strongly encouraged** to attend this important meeting, which will be held in the at **2:00 p.m. @ 1 STERLING VILLAGE DRIVE, PISCATAWAY, NJ 08854**

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).

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.

**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.

The bid package will also include other documents that must be completed and returned with 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.

All contractors named in this proposal, shall possess a valid Public Works Contractor's Registration Certificate pursuant to N.J.S.A. 34:11-56.48 et seq., at the time the proposal is received by the Township of Piscataway. 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 interest of the Township.

MARIA E VALENTE-CAEMMERER

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**Purchasing Agent/Purchasing Specialist**

**THE TOWNSHIP OF PISCATAWAY**

**GUY GASPARI, PUBLIC WORK DIRECTOR/T & M ASSOCIATES**

**REQUEST FOR BIDS**

**PUBLIC WORKS**

**Bid Advertisement**

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. 2022-02-04**

**2022-STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

Bid Documents and Specifications, Plans may be obtain on the Piscataway website for free of charge. [www.piscatawaynj.org](http://www.piscatawaynj.org) ; Bid documents will not be mailed, and only picked up in person, at the above office location.

Bidders should also login to the Township website at: [www.piscatawaynj.org](http://www.piscatawaynj.org) for any Addendums: Home page E-Gov, Bids, download, print the document for free. 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.

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

**Outside of Envelope-Title: 2022-STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

Bid No: **2022-02-04**

Name of the Bidder:

Address of the Bidder:

Date: **THURSDAY, FEBRUARY 3, 2022**

Time: **2:00 p.m. (via zoom)**

The bid opening process will begin on the above advertised date and time in The Township of Piscataway 455 Hoes Lane, Piscataway, New Jersey 08854. **VIA ZOOM. "BROADCAST LIVE ZOOM"** Bids must 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 **Via ZOOM. No bids shall be received after the time designated in the advertisement.** The Township of Piscataway does not accept electronic (e-mail) submission of bids.

***Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid. The Municipal building is closed to the public due to the Covid-19. PLEASE, MAKE SURE YOUR SEALED BID ARRIVES to Purchasing BEFORE OR BY 12NOON ON 2/3/2022.***

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.

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**PLEASE, MAKE SURE YOU DROP OFF YOUR SEALED BID BEFORE OR BY 12NOON ON 2/3/2022.**

**BID WILL BE OPENED @2PM VIA ZOOM.**

There will be a pre-bid **Site Visit** meeting on **JANUARY 18, 2022**. While attendance is not mandatory, all prospective bidders are **strongly encouraged** to attend this important meeting, which will be held at the, at **2:00 p.m. @ 1 Sterling Village Drive, Piscataway, NJ 08854 (Sterling Village senior Housing)**

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/Purchasing Specialist**

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	2. Parking
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	4. UPS/FED EX
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- Experience
- Number of Working Days- AS PER SPECIFICATIONS
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- Notice to proceed will be issued by Project Manager
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Sample of Piscataway Performance Bond Form

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Sample of NJ AA-201 Forms

Sample of –ST-13 Form

SAMPLE PAGES **DOES NOT** HAVE TO RETURNED WITH BID PACKET.  
REQUIRED ONCE CONTRACT IS AWARD.

## 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.

MARIA E. VALENTE-CAEMMERER

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Purchasing Agent/Purchasing Specialist

## Township of Piscataway

### ADVISORY INFORMATION FOR BIDDERS

1. PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented in a sealed envelope and submitted to the Purchasing Office, prior to the advertised bid date and time **Via ZOOM**. The advertised bid date and time for this bid is on **THURSDAY, FEBRUARY 3, 2022 @ 2:00pm**. No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The Purchasing Office is opened Monday through Friday from 8:30am – 4:30pm and closed for lunch from 12:20pm to 1:30pm. Once again, bids will not be received after the time designated in the advertisement. Bidders must call Purchasing @732-562-2321 to hand deliver the sealed bid. The Municipal Building is closed due to the Covid-19.

2. PARKING

*Allow enough time to locate a parking space.*

3. MAIL

Mail is brought to the Clerk's Offices in mailbags, approximately 11:30am each day. The mail is then sorted within the Township system, by departments. The Clerk's Office routinely receives its mail at approximately 11:30am.

4. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type usually begin at 9:00 a.m. These items are brought only to the Clerk's Office. The Clerks Office then calls the various departments with a request to pick up their items. . **Please, Make Sure Name of the BID IS ON THE OUTSIDE OF THE FEDEX /UPS ENEVELOPE.**

5. HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Township suggests that bidders arrange to hand deliver their bid to the Clerk's Office, and the Clerk will personally turn it in to the Purchasing Agent before the advertised date and time. Please understand that bids arriving after the advertised bid date and time, for any reason, cannot be accepted, opened or considered. . CALL 732-562-2321 to drop off the sealed bid. **PLEASE MAKE SURE YOU DROP OFF YOUR SEALED BY OR BEFORE 12NOON 2/3/2022.**

**Require: Submission of (1) Original Bid in Blue Ink and Required: (1) Photo Copy of the original marked "TRUE COPY".**

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

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

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

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:

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: 2022-STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES

Time: Feb 3, 2022 02:00 PM Eastern Time (US and Canada)

<https://us02web.zoom.us/j/88587049403?pwd=R3pQM3dHSHJmaGZIUE9MS2YwN2UwZz09>

Meeting ID: 885 8704 9403

Passcode: 107576

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 885 8704 9403 ; Passcode: 107576

**PLEASE, MAKE SURE YOU DROP OFF YOUR SEALED BID TO PURCHASING BY OR BEFORE 12NOON ON 2/3/2022.**

**BIDS WILL BE OPENING VIA ZOOM @2PM.**

## Township of Piscataway

### BID CHECKLIST (A)

A. Bid packages must be submitted in duplicate on the proposed forms as provided, and in the manner designated. The Township of Piscataway will accept one original bid package and one copy of the bid package. Please include all items, organized as follows:

1. Addenda, Acknowledgement
2. Americans with Disabilities Act—Acknowledgement  
Bid Bond Form
3. Bid Proposal Form
4. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check)
5. Business Registration Certificate -- New Jersey—Submit with bid or prior to award of contract
6. Certificate (Consent) from Surety
7. Acceptable Bid Bond Forms
8. Contractor Questionnaire / Certification
9. Contractor's Registration Certification
10. Contractor Registration Certificate—Submit with bid or prior to award of contract
11. Equipment Certification
12. Iran Disclosure of Investment Activities
13. Non-Collusion Affidavit
14. Notice of Classification Form
15. Prequalification Affidavit—No Material Adverse Change-N/A
16. Prevailing Wages Certification
17. Statement of Ownership Disclosure
18. Subcontractor's Disclosure Statement and all required attachments for subcontractors.
19. Sworn Contractor Certification; Qualifications and Credentials
20. Bidder Comment Form - Optional
21. Bid Cover Page, with name ,address ,phone number, E-mail address
22. Hold Harmless Agreement
23. Subcontractor's forms if not applicable: WRITE **N/A** ON THE FORM AND SIGN BOTTOM OF FORM.

Failure to submit the above listed documents with the bid package may be cause for rejection of the entire bid for being non-responsive

**THE TOWNSHIP OF PISCATAWAY**

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 <a href="#">(Blue Ink)?</a> No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
<b>6. Did you make a duplicate copy of the original bid for the Township? Marked "True Copy"</b>		
7. Did you submit a signed Bid Guarantee? Signed Consent of Surety?		
8. Did you correctly address the envelope, title of bid?		
9. Have you allowed ample time for the bid to reach the Clerk's Office? <hr/>		
<b>10. REQUIRED: Bid Cover Page: Name, Address, Phone Number, E-mail Address?</b>		

**COVER PAGE IS REQUIRED BACK FILLED- OUT.**

**THE TOWNSHIP OF PISCATAWAY**

**2022-STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**



**GENERAL  
SPECIFICATIONS**



**MARIA E. VALENTE-CAEMMERER**

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Purchasing Agent/Purchasing Specialist

# THE TOWNSHIP OF PISCATAWAY

## INSTRUCTIONS TO BIDDERS

### 1. BIDS ARE TO BE SUBMITTED TO:

Division of Purchasing/Attention Purchasing Agent  
The Township of Piscataway  
455 Hoes Lane  
Piscataway, New Jersey 08854

BY: **2:00 p.m.** PREVAILING TIME

ON: **THURSDAY, FEBRUARY 3, 2022**

by mail, delivery service or in person. Bids that are submitted are to be sealed and will be unsealed and announced at the bid opening meeting.

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

<b><u>OUTSIDE OF Envelope Label Information:</u></b>	Township: <b><u>The Township of Piscataway</u></b>
	Bid Number: <b><u>2022-02-04</u></b>
	Project: <b><u>"2022-STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES"</u></b>
	Bid Date: <b><u>THURSDAY, FEBRUARY 3, 2022</u></b>
	Bid Time: <b><u>2:00pm</u></b>
Bidder:	<i>Name of Company</i>
	<i>Address</i>
	<i>City, State Zip</i>

**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.

**PLEASE, MAKE SURE YOU DROP OFF YOUR SEALED BID BY OR BEFORE 12NOON.**

**BID WILL BE OPENED @2PM VIA ZOOM.**



### **3. 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, FEBRUARY 3, 2022**. 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. . **PLEASE, MAKE SURE YOUR SEALED BID ARRIVES ON OR BEFORE 12NOON.**

**Join Zoom Meeting:**

**Piscataway Purchasing is inviting you to a scheduled Zoom meeting.**

Topic: 2022-STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES

Time: Feb 3, 2022 02:00 PM Eastern Time (US and Canada)

<https://us02web.zoom.us/j/88587049403?pwd=R3pQM3dHSHJmaGZIUE9MS2YwN2UwZz09>

Meeting ID: 885 8704 9403

Passcode: 107576

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 885 8704 9403;Passcode: 107576

**PLEASE, MAKE SURE YOU DROP OFF YOUR SEALED BID BY OR BEFORE 12NOON.**

**BID WILL BE OPENED @2PM VIA ZOOM.**

## **BIDDING REQUIREMENTS**

### **4. 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

### **5. AMERICAN GOODS**

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.

### **Access to the Work and Records**

The representatives of the Federal Department of Labor, the New Jersey Department of Environmental Protection and the New Jersey Department of Labor and any other governmental entity having jurisdiction shall be afforded access to the work and project records under this contract. The Contractor shall provide proper facilities for such access and inspection

### **6. 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. §121.01 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.

**7. 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.).

**8. ARCHITECT OR CONSTRUCTION DISPUTES; ALTERNATIVE DISPUTE RESOLUTION PROCESS**

All disputes relating to construction contracts or relating to contracts for engineers or architects, surveyors, design or skilled services relating to construction contracts for prompt payment issues shall be submitted to the following Alternative Dispute Resolution process (“ADR”):

All disputes shall first be submitted to the architect of record, if there is one, for a determination. If thirty (30) days pass without a determination by the architect or a determination is made that does not resolve the dispute, then the claims shall be submitted for non-binding mediation by a single mediator.

The mediation shall be held where the project is located before a mediator who is mutually acceptable to the parties. The parties shall share the mediator’s fees equally. If the dispute is submitted for mediation the neutral party involved must demonstrate knowledge of the Local Public Contracts Law.

Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts.

The Bidder further agrees to include a similar provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors to include similar mediation provisions in all agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. The arbitration of claims is expressly excluded under this Contract.

If the parties cannot resolve their dispute through the mediation process, the parties are free to file an action in the appropriate court of law.

**\*\*AIA- Document's will Not be accepted by The Township of Piscataway. Sample of acceptable Bid Bond Form in the bid**

**9. BID GUARANTEE AND BONDING REQUIREMENTS**

- A. Bid Guarantee** Bidders shall submit with their bid package a bid guarantee made payable to: The Township of Piscataway (“Township”). The guarantee shall be in the form of a certified check, cashier’s check or bid bond in the amount of 10% of the bid, but not in excess of \$20,000. Such deposit shall be forfeited upon refusal of a bidder to execute a contract. Any bid in the form of a check shall be returned when the contract is executed and surety (performance) bond filed with the Township. The bid guarantee check for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible, but in no event later than (10) days after the bid opening.

Please note: Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Township will not accept facsimile or rubber stamp signatures on the bid bond. **Failure to sign the bid bond by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package, shall be deemed cause for disqualification and rejection of the bid.**

The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The Township of Piscataway will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. 040, Trenton, New Jersey 08625. **Failure to submit a properly executed bid guarantee shall be cause for disqualification and rejection of bid.**

Please note: The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Township.

**\*\*AIA- Documents will Not be accepted by The Township of Piscataway. Bidders must use Township BID BOND Form in the bid.**

**B. Certificate (Consent) of Surety—N.J.S.A. 40A:11-1 et seq.,**

Each bidder must submit with his bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 40A-11-1 et seq.,). Such surety company must be licensed and qualified to do business in the State of New Jersey. All certificate (consent) of surety documents must be signed with original signatures.

The Township will not accept facsimile or rubberstamp signatures. The certificate (consent) of surety, together with a power of attorney must be submitted with the bid. Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the bid.

**Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package, shall be deemed cause for disqualification and rejection of the bid.**

**\*\* Bidders must use Township BID BOND Form in the bid**

**\*\*Bidders must use Township Performance Payment Bond Form in the bid(-Sample)**

**C. Performance Bond--(N.J.S.A. 2A:44-143/2A:44-147)**

The successful contractor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of his Contract. Such written guarantee shall be made payable to the Township of Piscataway and shall be in the form required by Statute. Attached to the performance bond shall be a Surety Disclosure Statement and Certification which shall be complete in all respects and duly acknowledged according to law. A model Surety Disclosure Statement and Certification is presented in the Appendix Section of this proposal.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Township shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the contractor, nor partial or entire use of occupancy of the work by the Township shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Township at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Township.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the Township of such default.

The Township shall only accept one payment and performance bond to cover this public works contract. The performance bond shall contain language as found in N.J.S.A. 2A:44-14. The bond form language is presented in the Appendix Section of this proposal.

Such Performance, Payment and Completion Bond shall be executed and delivered to The Township of Piscataway when so requested by the Notice to Proceed Letter or within ten (10) days after the award of contract.

The Township of Piscataway will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey, and if the amount of the bond is \$850,000 but not more than \$3.5 million, the surety shall hold a current certificate of authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. 9305. (N.J.S.A. 2A:44-143 (b))

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to The Township of Piscataway and must be duly signed with original signatures.

When applicable, for multi-year contracts and for extension of contracts, the Performance Bond may be re-submitted each year on the contract anniversary date for one hundred per cent (100%) of the contract amount.

**\*\* Bidders must use Township Performance Payment Bond Form in the bid. (-SAMPLE)**

## **10. 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.

**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**

## 11. BIDDER COMMENT SHEET

This form is for the Bidder's use in offering voluntary alternates, or other comments intended to afford the Township information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done at the pre-bid meeting, or in writing to the Purchasing office at: [Purchasing@piscatawaynj.org](mailto:Purchasing@piscatawaynj.org) through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record.

## 12. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented to The Township of Piscataway and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in The Township of Piscataway will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed. Failure to properly label the bid envelope may be cause for the rejection of the bid. **PROPERLY NAME OF THE BID: OUTSIDE OF THE ENVELOPE MUST BE LABEL CLEAR.**

**ON YOUR FEDEX OR UPS ENVELPLE THE NAME OF THE BID MUST BE ON THE OUTSIDE.**

### Reference to General Requirements and Special Conditions

The attention of bidders is specifically directed to the General Requirements, and the Special Conditions of the specifications

**BID SUBMITTAL.** Bids may be hand delivered or mailed per legal Notice by Bidders. In the case of mailed bids, the Township of Piscataway will **not** assume any responsibility for bids lost in transit at any time before bid opening. All bids received after the designated date and time will be returned unopened to the bidder.

- A. **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. . Question to be E-mailed to [Purchasing@piscatawaynj.org](mailto:Purchasing@piscatawaynj.org) . **By 12noon on JANUARY 21, 2022.**
- B. Official Addenda Process: **JANUARY 25, 2022.**



### **13. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)**

Pursuant to N.J.S.A. 52:32-44 as amended, a contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

#### Request of the Township

All bidders or companies providing responses for requested proposals, are **requested** to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

**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.**

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. A contracting agency shall not be responsible for a contractor's failure to comply with this subsection.

A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

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

DEPARTMENT OF TREASURY  
 DIVISION OF REVENUE  
 PO BOX 252  
 TRENTON, N.J. 08646-0252


TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
 TAXPAYER IDENTIFICATION#: 970-097-382/500  
 ADDRESS: 847 ROEBLING AVE  
 TRENTON NJ 08611  
 EFFECTIVE DATE: 01/01/01  
 FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION  
 SEQUENCE NUMBER: 0107330  
 ISSUANCE DATE: 07/14/04

*John S. Tully*  
 Acting Director

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

**SAMPLES OF**  
**NEW JERSEY**  
**BUSINESS REGISTRATION**  
**CERTIFICATES**

 **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

**N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.**

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 information of business registration 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 a contracting agency or under a casino service industry enterprise contract.

**14. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 40A:11-1 et seq.,)**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Agent no less than three (3) days prior to the opening of bids. Challenges filed after that date shall be considered void and having no impact on The Township of Piscataway or the award of a contract.

**15. CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)**

**The Township Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)**

Change orders may be approved by The Township of Piscataway in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 40A:11-1 et. Seq.;
- Unforeseeable physical conditions; or
- Minor modification to the project/scope that achieve cost savings, improve service or resolve construction conditions.

**Contractors are prohibited to perform any change order unless so directed in writing by the Township, Office of the Purchasing Agent. Project Manager must have Resolution and Certified Funds by CFO/Director of Finance for any Change Orders. No work can be started by the Contractor without a Resolution and Certified Funds, Executed Change Order Contract.**

## 16. CONTRACTS

### A. Award of Contract; Rejection of Bid

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Township. The Township of Piscataway reserves the right to reject any or all bids as authorized by the Local Public Contracts Law, and to waive any informalities the Township feels are in the best interests of the Township.

#### Award the Contract or Reject All Bids--Sixty (60) Days

Pursuant to N.J.S.A. 40A:11-1 et seq., The Township of Piscataway shall award the contract or reject all bids within sixty (60) days of the advertised date and time, except that bids of any bidders who consent thereto may, at the request of the Township, be held in consideration for such longer period as may be agreed.

### B. 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.

RIGHTS RESERVED BY TOWNSHIP. The Township reserves the right to reject any and all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed most favorable to the Township of Piscataway, New Jersey, at the time and under the conditions stipulated. Proposals incorporating deviations which, in the judgment of the Purchasing Agent, are a clear departure from the intent and purpose of these specifications will not be considered.

### C. 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.
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.

D. 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.

E. 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**

F. 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)

## **17. CONTRACTOR'S REGISTRATION EVIDENCE**

### A. Valid Certificate – Receipt of Bid

All contractors must adhere to the provisions of the Public Works Contractor Registration Act – N.J.S.A. 34:11-56.48 et seq. The PWCRA requires that *“No contractor shall bid on any contract for public work . . . unless the contractor is registered pursuant to this act.”* The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the Township.

### B. Submission of Certificate – Receipt of Bid--Requested; Prior to Award--Mandatory

All bidders **are requested** to submit with the bid package a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The contractor who most likely is to be considered for the contract award, must submit a copy of the current Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful contractor fails to provide copies of certificates prior to the award of contract, the bid may be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit  
Division of Wage and Hour Compliance  
New Jersey Department of Labor & Workforce Development  
PO Box 389  
Trenton, New Jersey 08625-0389  
Tel: 609-292-9464  
Fax: 609-633-8591  
E-mail: [wage.hour@dol.nj.gov](mailto:wage.hour@dol.nj.gov)  
Website: [lwd.dol.state.nj.us/labor/wagehour/content/contact\\_us.html](http://lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html)

**18. CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER**

Contractors/vendors doing business with The Township of Piscataway are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

**A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or the township shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or the township refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

**B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**19. DEBARMENT, SUSPENSION, OR DISQUALIFICATION – (N.J.A.C. 17:19-1.1 et seq.)**

The Township of Piscataway will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report ([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)) or the Federal System for Award—SAM.gov.

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System, through the System for Award Management portal—SAM.gov.

**20. DOCUMENTS, MISSING/ILLEGIBLE**

The bidder shall familiarize himself with all forms provided by the Township that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the Purchasing Agent during regular business hours or the **Guy Gaspari, Director of Public Works** as outlined in the bid advertisement for duplicate copies of the forms. This must be done before the bid date and time. The Township accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

**\*Forms provided by The Township of Piscataway that must be returned with bid are referenced in the proceeding checklist.**

**21. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

All documents returned to the Township shall be signed in ink (blue) with an original signature. Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A 40A:11-1 et seq., (non-responsive). The Township will not accept facsimile or rubber stamp signatures.

**Checklist of Required Documents (Forms Provided in Bid Package)**

• Acknowledgement of Addenda
• Americans with Disabilities Act
• Bid Proposal Form
• Bidder Comments Form--optional
• Bid Cover Sheet, Name, Address, Phone Number, E-mail Bid Bond Form-Piscataway Form only
• Contractor Questionnaire/Certification
• Contractor’s Registration Certification
• Equipment Certification Exhibit “B” Hold Harmless Bidders Affidavit Plan & Experience
• Iran Disclosure of Investment Activities
• Non-Collusion Affidavit
• Prequalification Affidavit –N/A
• Prevailing Wages Certification
• Statement of Ownership Disclosure
• Subcontractor’s Disclosure Statement
• Sworn Contractor Certification; Qualifications and Credentials

*Please check your bid package for these forms!*

**\*\*CONTRACTOR / EMPLOYEES BACKGROUND CHECK/FINGER PRINTS-ONCE AWARDED**



## **Reminder – Original Bid and One True Copy of Bid Package**

Bid packages are to be submitted in duplicate on the proposed forms as provided and the manner designated. The Township of Piscataway will accept one original bid package, one true copy of the bid package.

### **22. EQUIPMENT CERTIFICATION (N.J.S.A. 40A:11-1 et seq.,)**

Each bidder shall provide a certification showing that he owns, leases or controls all the necessary equipment required by the specifications. If the bidder is not the actual owner or lessee of any such equipment, he shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

### **23. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

The bidder, by submitting a proposal, acknowledges that he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

### **Quality of Materials and Workmanship**

The attention of bidders is directed to the exacting requirements of the Contract requiring the Contractor to provide safe, watertight and otherwise adequate structures. The bidder shall realize fully that the first class materials and workmanship specified must be supplied in full measure in order to produce acceptable structures and equipment of the kind specified and as designed to give uninterrupted service for an extended period. As per Specifications.

### **TERM/COMPLETION OF PROJECT AS PER SPECIFICATIONS/PROPOSAL PAGES**

## **24. FALSE MATERIAL REPRESENTATION/TRUTH IN CONTRACTING**

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

## **25. FORCE MAJEURE**

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with The Township of Piscataway to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

**26. INSURANCE AND INDEMNIFICATION**

The bidder to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed as listed:

General Liability	\$2,000,000. General Aggregate
	\$1,000,000. Products
	\$1,000,000. Bodily Injury Property Damage & Personal Injury Combined
	\$1,000,000. Each Occurrence
	\$ 100,000 Pollution Cleanup
	\$ 50,000. Fire Damage
	\$ 5,000. Medical Expense
Excess Umbrella Liability	\$4,000,000
	\$1,000,000 Sexual Harassment
Comprehensive Automobile Liability Coverage	\$1,000,000 Combined Single Limit Bodily Injury/Property Damage

**(A) Insurance Certificate – When Required**

- The contractor shall present to The Township of Piscataway an insurance certificate in the above types and limits before any work or service begins.
- Automobile liability insurance coverage shall be included for any vehicle used by the contractor.
- The certificate holder shall be as follows:

The Township of Piscataway  
c/o Office of the Purchasing Agent  
455 Hoes Lane  
Piscataway, New Jersey 08854

Additional Insured Clause-- The contractor must include the following clause on the insurance certificate.

**“The Township of Piscataway is named as an additional insured”**

**OTHER INSURANCES**

**WORKERS COMPENSATION** Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee
Contract Liability	Same as General Liability

**(B) Indemnification**

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Township and its agents, employees and Township members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract or the performance of services by the contractor under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

**(C) Builders Risk      Applicable      X Not Applicable**

The contractor shall obtain and pay for within their bid, a Builder's Risk Policy providing coverage for all risk of physical loss or damage to the property in an amount equal to the total project value, less excavations and foundations.

The policy must be maintained for the duration of the project from the beginning of construction until:

- (i) written acceptance by **Guy Gaspari**, Director of Public Works, Piscataway STERLING VILLAGE SENIOR HOUSING or substantial completion, and
- (ii) a temporary certificate of occupancy or certificate of occupancy has been issued.

A copy of the policy must be delivered to The Township of Piscataway before construction begins. All of the contractor's policies, with the exception of workers' compensation, shall be endorsed naming the Township, its elected and appointed officials, and employees as additional insureds.

**27. INTERPRETATIONS AND ADDENDA (N.J.S.A. 40A:11-1 et seq.,)**

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the Purchasing Agent or **Guy Gaspari, Director of Public Works/T & M Associates** of Record and must be received by same at least ten (10) business days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided by The Township of Piscataway in accordance with N.J.S.A 40A:11-1 et. Seq. to the bidder by E-mail , certified fax or delivery service, no later than seven (7) days, not including Saturdays, Sundays, or holidays prior to the date for acceptance of the bids. All addenda so issued shall become part of the contract document.

- C. ADDENDA. It shall be understood that any addendum issued from time to time to provide additional information to the bidders shall become an integral part of this bid package. Receipt of Addendum shall be acknowledged by the bidders in the space provided therefore on the "Bid Proposal Form: Bidders log into Township website for Addendums. [www.piscatawaynj.org](http://www.piscatawaynj.org) . By 12noon on **JANUARY 21, 2022**.
- D. Official Addenda Process: **JANUARY 25, 2022**

**28. IRAN DISCLOSURE OF INVESTMENT ACITIVITIES- (N.J.S.A. 40A:11-1 et seq., )**

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Divisions website

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

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

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

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

**JANUARY 29, 2021 UPDATE IRAN INVESTMENTS DISCLOSURE DOCUMENT FOR BIDS DOCUMENTS**

Subject: Iran Investment Disclosure Now Pre-Award

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

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

**29. LIABILITY – COPYRIGHT**

The contractor (vendor) shall hold and save the Township, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

**30. LIQUIDATED DAMAGES**

The contractor agrees to substantially complete this public works project to the complete satisfaction of The Township of Piscataway by the stated contract completion date or within the number of working days so specified in the contract.

Failure to complete the project within the specified time frame or contract completion date shall lead to The Township of Piscataway assessing liquidated damages against the contractor in accordance with and pursuant to N.J.S.A. 40A:11-1 et. seq.

For each calendar day thereafter that the work included under this contract remains uncompleted in accordance with the provision of the contract or not completed to the satisfaction of the Township, the Township shall assess liquidated damages as follows:

<u>Amount of Contract</u> <u>Range of Amount</u>	<u>Liquidated Damages</u>
\$ 20,000 and less than \$ 50,000	\$ 200.00 per calendar day
50,001 and less than \$ 100,000	300.00 per calendar day
100,001 and less than \$ 250,000	500.00 per calendar day
251,001 and less than \$ 500,000	1,000.00 per calendar day
500,000 and less than \$1,000,000	2,000.00 per calendar day
1,000,000 and over	2,500.00 per calendar day

The Township may assess liquidated damages by deducting the amount from monies which may due or become due to the contract.

The Township may also assess the contractor additional damages for costs the Township may incur because each day the project remains uncompleted. These costs include but are not limited to:

- Construction management fees
- Architect/engineer fees
- administrative costs
- Any inspector or inspectors necessarily employed by The Township of Piscataway on the work, for any number of days in excess of the number allowed in the specifications

The Township of Piscataway may also assess against all monies owed to the contractor, liquidated damages for the violation of any terms and conditions of the contract or agreement by the contractor or the failure to perform said contract or agreement in accordance with its terms and conditions or the terms or conditions of the “Local Public Contracts Law,” in accordance with and pursuant to N.J.S.A. 40A:11-1 et seq.,

31. **MAINTENANCE BONDS** **X Required** not Required When required by the Township, the contractor shall furnish a Maintenance Bond for the total sum of the contract price, indemnifying The Township of Piscataway against defects in construction for a period of **Two (2) years** after the completion of the work, general wear and tear excepted.

The condition of this obligation is such that if the successful contractor shall indemnify and hold harmless The Township of Piscataway from and against all losses, costs, damages and expenses, whatsoever, which the Township may suffer or compelled to pay by reason of the failure of the successful contractor to indemnify the Township against defects in construction for a period of **Two (2) years** after the completion of the work. Maintenance Bond must be sent to the project manager at the Township of Piscataway.

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

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

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

The Township of Piscataway has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

**Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.**

33. **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/Project Manager.

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.

### **34. Pre-Construction and Construction Conferences**

Before construction is started, preconstruction conferences shall be held. During the first conference The Township of Piscataway Project Manager, his Engineer, Administrator, Purchasing Agent and the Contractor will discuss the procedures to be followed by the Contractor during the construction process. The Contractor will also be required to attend a preconstruction conference attended by all utility companies and State and local authorities. During the construction, job meetings shall be held at frequent intervals to review construction and restoration progress and to resolve difficulties which might delay completion of the work. Attendees at these meetings shall include representatives of the Township of Piscataway Project Manager, the Engineer, Administrator and Purchasing Agent and the Contractor. A Notice to Proceed must be sent to the awarded Contractor by the Project Manager. A Copy of the Notice to Proceed must be submitted to the Purchasing Agent.



**34. PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided The Township of Piscataway receives the appropriate documentation including but not limited to:

- Signed voucher by vendor
- Packing slips
- Invoices

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Township, unless otherwise agreed to by written contract or mandated by State Law\*. The Township may, at its discretion make partial payments. Township payment dates schedule and holidays list will be attached to the Contract.

**\*\*\*Contractor, is strongly advised to submit the Invoices on a timely manner to the Project Manager along with the Weekly Certified Payrolls.**

All payments are subject to approval by The Township of Piscataway at a public meeting. Payment may be delayed from time to time depending on The Township of Piscataway meeting schedule.

**35. PAYMENT, PARTIAL, WITHHOLDING**

**A. Contract Thresholds; Partial Payments/Withholding**

1. Contracts – Less than \$100,000 – Lump Sum Payment

Public works contracts less than \$100,000 shall be paid in one lump total sum, upon completion of the project and to the satisfaction of the Township

Contracts – Exceeding \$100,000 – Monthly Payments

Public works contracts that exceed \$100,000 shall be paid with partial payments on a monthly basis for work that was completed to the satisfaction of the Township.

3. Withholding of Monies – Percentage to be Withheld

The Township of Piscataway shall withhold the following percentages of outstanding balances of monies owed to contractors:

Balances Exceeding \$500,000 -- Two (2%) Per Cent

Balances Less than \$500,000 -- Five (5%) Per Cent

The amounts withheld shall be returned to the contracts upon fulfillment of the terms of the contract.

## **B. Prompt Payment**

The Township of Piscataway will provide payment in accordance with the "Prompt Payment" law as codified in N.J.S.A. 2A:30A-1 et seq. All payments to contractors are subject to approval by The Township of Piscataway at a public meeting.

The Township of Piscataway generally holds its Agenda, and its Regular Public Meetings twice or more each month. It is at these meetings that The Township of Piscataway reviews payment of bills.

All bills submitted to the Township for approval and payment pursuant to N.J.S.A. 2A:30A-1 et seq. must comply with the following provisions. The "billing date" shall be the date that the contractor signs the certification on the voucher/purchase order that the work has been performed. These bills include all bills for improvements to real property and contracts for engineers, architects, surveyors, design or skilled services relating to construction work.

Bills that are required to be approved by an engineering or architecture firm (prior to submission to the Township for approval) for purposes of confirmation of successful completion of construction work, shall be approved or disapproved within twenty (20) days of submission of same to the architect or engineer. If bills are disapproved or monies withheld from payment, the notice of the reason for same shall be given within the same twenty (20) days to the contract.

The Township must approve payment of all bills. For the Township to consider a bill for approval it must be submitted to the Purchasing Agent at least two weeks prior to a scheduled/or re-scheduled Township meeting date. If the Township, or any agent or officer of the Township, determines that the bill is not approved then notice of the disapproval shall be sent to the contractor with five (5) days of the Township meeting on which the bill was listed for approval. If the bill is approved by the Township, then payment shall be made to the contractor with seven (7) days of the Township meeting as per the "payment cycle."

### **Release of Liens**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to The Township of Piscataway a complete Release of all Liens arising out of this Contract and an affidavit that so far as he has knowledge or information, the releases include all labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Township, to indemnify him against any liens. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to The Township of Piscataway all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees

### **36. PRE-BID MEETING; ATTENDANCE STRONGLY ENCOURAGED!**

The pre-bid meeting is an important part of the bidding process. It permits all bidders to have an equal understanding of the procurement/contracting requirements and of the scope of work involved. Although pre-bid meetings are not mandatory, all potential bidders are strongly encouraged to attend. **Please review the General Specifications for a pre-bid meeting announcement.** Any or all changes to the bid specifications discussed as a result of the pre-bid meeting will be formalized in the form of a written addenda to the specifications and distributed in accordance with N.J.S.A. 40A:11-1 et seq.,

It is anticipated that the pre-bid meeting **SITE/VISIT** (JANUARY 18, 2022@ 2:00 p.m.) scheduled for this project : @ 1 STERLING VILLAGE DRIVE, PISCATAWAY

E. Registration Period

At this time all attendees will be asked to register to attend this meeting. Proper photo identification is required. Plans and specifications may be available to download on Township bid website from. Attendance will be recorded.

F. Review of Procurement/Contracting Requirements—Purchasing Agent

The Purchasing Agent will review the major components of the procurement and contracting requirements of the bid.

G. Scope of Work and Scheduled Completion Time— **Guy Gaspari, Director of Public works.**

**The Department of Public Works of /T & M ASSOCIATES** in conjunction with the Director of Public Works (Buildings and Grounds) , and the Purchasing Agent will review the scope of the work that is requested and completion time requirements ( **As per Specification** Number of Working Days). A review of the plans and any drawings may take place.

H. Walkthrough of Facility/Site-JANUARY 18, 2022 @ 2 p.m. @ STERLING VILLAGE

**Guy Gaspari, Director of Department of Public Works/T & M ASSOCIATES**, in conjunction with the Assistant Director of Public Works and or the Purchasing Agent, may conduct a facility site walkthrough with all interested parties.

I. Questions; Clarifications (**Due Date for Questions& Answers on the Bid is JANUARY 21, 2022 BY 12:00 NOON**)

J. Official Addenda Process: **JANUARY 25, 2022.**

Potential bidders are permitted to ask questions during the process. Questions of substantial measure or questions that require clarification of work to be completed may be answered at the meeting, however, **Guy Gaspari , Director of Public Works/T & M ASSOCIATES** shall answer all such questions in writing in the form of an official addenda. To: [purchasing@piscatawaynj.org](mailto:purchasing@piscatawaynj.org)

Any and all answers to questions, interpretations or any supplemental instructions will be distributed in the form of a written official addenda to the specifications. The official addenda will be provided by the Purchasing Agent's Office of the Township in accordance with N.J.S.A. 40A:11-1 et Seq., to the bidder by E-mail to: [purchasing@piscatawaynj.org](mailto:purchasing@piscatawaynj.org) , no later than seven (7) days, not including Saturdays, Sundays, or holidays prior to the date for acceptance of the bids. All addenda so issued shall become part of the bid and contract document.

### **37. BIDDERS COMMENT SHEET**

This form is for the Bidder's use in offering voluntary alternates, or other comments intended to afford the Township information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done at the pre-bid meeting, or in writing to the Purchasing office at: [Purchasing@piscatawaynj.org](mailto:Purchasing@piscatawaynj.org) through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record.

### **37. 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 Act**

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., the 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 Township 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 Township 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)

#### **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.

### **PREVAILING WAGE ACT.**

Pursuant to N.J.S.A. 34:11-56.25 et seq., The 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 Township 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 Township 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.

### **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.

### **38. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form**

The Township of Piscataway may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Township as the Township may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

All bidders are reminded that bids may be rejected as not being responsive pursuant to N.J.S.A. 40:11-1 et seq., and therefore bidders are asked to complete the Questionnaire and to provide any supporting documentation with the bid package.

### **39. RESIDENT CITIZENS; PREFERRED IN EMPLOYMENT ON PUBLIC WORKS CONTRACTS**

All bidders are to familiarize themselves with N.J.S.A. 34:9-2, which requires the contractor of any public work project to give preference in employment on the project, to citizens of the state of New Jersey. If the terms and conditions of N.J.S.A. 34:9-2 are not complied with, the contract shall be voidable. The Township is obligated to file with the Commissioner of Labor, the names and addresses of all contractors holding contracts with this project.

### **40. 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.

### **41. 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.

**42. STATEMENT OF OWNERSHIP** (N.J.S.A. 52:25-24.2)

**Statement of Ownership**

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 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 required.

**43. CONTRACTOR / EMPLOYEES BACKGROUND CHECK/FINGER PRINTS**

All employees of the Contractor will sign an Authorization to Release Records Form and submit to finger printing and background checks prior to beginning work. The Contractor shall not provide any employees whose results are not first submitted to and cleared by the Township (See Authorization to Release Records Form in the bid)

The Contractor and its employees that will be working in the Sterling Village (Piscataway Senior Housing) must have background check and Finger Prints done by an agency **at the expense of the Contractor, Prior of the start of the any work.** Contractor shall obtain its own agency and have the reports sent to the Piscataway Administration office prior of any Contractor's employees and or any Subcontractors staff starting.

The reports must be sent to:  
Piscataway Township Administrator /Purchasing  
455 Hoes Lane  
Piscataway, New Jersey, 08854.



**44.SUBCONTRACTING: Subcontractor Disclosure Statement**

Pursuant to N.J.S.A. 40A:11-1 et seq., any bidder who bids for the overall contract and who will subcontract the following work:

- Plumbing and gas fitting work;
- Refrigeration, heating and ventilating systems and equipment;
- Electrical work, tele-data, fire alarm or security systems; and
- Structural steel and ornamental iron work;

**Documents to be Submitted: All Subcontractors**

The prime contractor (bidders) who will be using a subcontractor on any part of this bid, shall identify the subcontractor(s) on the appropriate form and submit with the bid package the following subcontractor documents at the time indicated in the box below:

**\*\*\*IF subcontractor is not applicable please write in N/A on the PAGE.**

<b><u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u></b>		
Estimated Value of Contract – Subcontractor	For Subcontractors in the four major branches listed above:  <i><u>Submit with Bid</u></i>	For all other Subcontractors:  <i><u>Submit Within ten (10 Days of Receipt of Notice of Award</u></i>
\$2,000 through \$5,999	Contractor’s Registration Certificate	
\$6,000 through \$17,499	Contractor’s Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor’s Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor’s Registration Certificate New Jersey Business Registration Certificate	

Failure to identify in the Subcontractor’s Disclosure Statement the names and addresses of any or all subcontractors required to be named in the bid, or to submit with the bid the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.

Contractors are reminded that the subcontractors listed on the forms provided by the township may not be changed later, except in the case of failure in performance or other contract breach where a change is needed to protect the township.

**\*\*\*IF subcontractor is not applicable please write in N/A on the PAGE.**

#### **45. SUBCONTRACTING: PROHIBITIONS: HOLD HARMLESS**

Prime contractors, with whom The Township of Piscataway have an executed contract, may not subcontract any part of any work done for the Township without first receiving written approval from the Township. Contractors seeking to use subcontractors must first complete the Request to Sub Contract Form as provided by the Building Services Department.

##### **Subcontractors Prohibited to Sub Contract**

It is the responsibility of the prime contractor to ensure that no subcontractor who has received written permission to do work for the Township, subcontracts any of its/their work without first receiving written approval from the prime contractor **and** the Director of Public Works or his designee.

The prime contractor assumes all responsibility for work performed by subcontractors. The prime contractor must also provide to the Township Purchasing Office the following documents secured from all approved subcontractors:

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law;
- Evidence of Performance Security;
- Documents listed in the Subcontractor Document Submissions list.

In cases of subcontracting, The Township of Piscataway shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Township of Piscataway shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

##### **Penalties – Unauthorized Subcontractors**

The Township of Piscataway shall deduct the amount of \$1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission from the Building Services Department.

**\*\*\*IF subcontractor is not applicable please write in N/A on the PAGE.**

#### **46. 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.

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. **Sample attached in the bid for the Contractor- ST-13 FORM**

**(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- Required**-Sample in the bid. May/should be submitted with the bid for faster process. Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. Than form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

#### **46. 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 THE PROJECT:** As per specifications/Proposal pages.

## **47. 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.

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

## **48. WORK HOURS / INSPECTION**

**The contractor shall work only during the normal work hours of the Township unless authorized by the Township Engineer/ DPW 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.**

## Supplemental Specifications

### STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES

#### AWARD OF CONTRACT

The Township of Piscataway intends to award the contract for the project as follows:

\_\_\_\_\_

\_\_\_\_\_

#### EXPERIENCE

The Township of Piscataway requires evidence from all bidders that they have completed work or projects of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of work of similar nature as outlined in the bid from other governmental bodies \_\_\_\_\_ (\_\_\_\_\_) for at least ( 5 ) years. **See attached Plan & Experience forms in the bid. As Per Specifications.**

#### NUMBER OF WORKING DAYS; TIME OF COMPLETION

The contractor agrees to substantially complete this Public Works Project to the satisfaction of The Township of Piscataway within AS PER SPEC'S (\_\_\_\_\_) working days from the receipt of the official Notice to Proceed and purchase order. The Township has defined a working day as a calendar day. **As Per Specifications/Proposal pages .**

The number of working days set by the Township may be extended by mutual agreement between the contractor and the Township. The mutual agreement shall be in writing and will be considered an addendum to the contract.

#### PRE-BID MEETING

A pre-bid meeting for this project is scheduled for (Site Visit Not Mandatory) **Strongly Encourage**

**JANUARY 18, 2022 @ STERLING VILLAGE SENIOR HOUSING**

\_\_\_\_\_  
Month / Day / Year  
2:00 p.m.  
The Township of Piscataway

The purpose of this meeting is to review the legal and technical requirements of the bid proposal. While attendance is not mandatory, prospective bidders are **strongly encouraged** to attend this important meeting. Addenda to this bid proposal may be issued as a result of the pre-bid meeting.

**TRADE CLASSIFICATION(S) (Optional)**

**A. Bidder:**

For the purpose of this Public Works bid, each bidder shall be classified by the State of New Jersey—Division of Property Management and Construction in the following trade(s):

Classification Code _____ (List Code #)	Classification Trade Name _____ (List name of trade)
--	---

Proof of classification shall be submitted with the bid package in the form of a current Notice of Classification as issued by the New Jersey Division of Property Management and Construction.

**B. Subcontractor:**

For the purpose of this Public Works bid, each bidder shall use a subcontractor that is properly classified by the State of New Jersey—Division of Property Management and Construction in the following trade(s):

Classification Code _____ (List Code #)	Classification Trade Name _____ (List name of trade)
--	---

Proof of classification, in the form of a current Notice of Classification form, for each Sub-Contractor, shall be submitted by the bidder with the bid package for any estimated subcontractor work exceeding \$20,000.00.

# THE TOWNSHIP OF PISCATAWAY

## STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES



# BID DOCUMENTS AND REQUIRED DOCUMENTATION

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.



**PAGES 57- 97**

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Purchasing Agent/Township Secretary

**ACKNOWLEDGEMENT OF ADDENDUM**

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**Bid No. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____

**No Addenda Received**

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

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

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



**BIDDER'S COMMENT FORM**

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the Township information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Bidder does not like. The bid provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done at the pre-bid meeting, or in writing to the Architect through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record. Inquires raised too close to the bid date will not be able to be answered.

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

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**The Township of Piscataway**

**CONTRACTOR QUESTIONNAIRE/CERTIFICATION**

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**Bid No. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

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

Street Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Business Phone Number ( ) \_\_\_\_\_ Extension \_\_\_\_\_

Emergency Phone Number ( ) \_\_\_\_\_

FAX NO. ( ) \_\_\_\_\_ E-Mail \_\_\_\_\_

FEIN No. \_\_\_\_\_

**Questionnaire**

1. How many years have you been engaged in the contracting business under your present firm or trading name?

\_\_\_\_\_ Years

2. Have you ever failed to complete any work awarded to your company?

Yes  No

If yes, explain \_\_\_\_\_

\_\_\_\_\_

3. Have you ever defaulted on a contract?

Yes  No

If yes, explain \_\_\_\_\_

\_\_\_\_\_

4. Have you or other principals of your company been debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in any public works projects by any federal, state, or local agencies, including any "prior negative experience" disqualification pursuant to N.J.S.A. 40A:11-1 et sq.,?

Yes  No

If yes, explain \_\_\_\_\_

\_\_\_\_\_

***(Form continued on next page)***

STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

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

**Experience – Township:**

The Township of Piscataway requires evidence from all bidders that they have completed work or projects of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of work of similar nature as outlined in the bid from \_\_\_\_\_ (\_\_\_) Townships in New Jersey within the past \_\_\_\_\_ (\_\_\_5\_\_\_) years. Bidders are to complete the section on experience and provide supporting documentation with the bid package. **As Per Specifications.**

A. Title of Work/Project: \_\_\_\_\_  
Name of Township: \_\_\_\_\_  
Name of School Official: \_\_\_\_\_ Title \_\_\_\_\_  
Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_  
Date(s) of Project: \_\_\_\_\_

B. Title of Work/Project: \_\_\_\_\_  
Name of Township: \_\_\_\_\_  
Name of School Official: \_\_\_\_\_ Title \_\_\_\_\_  
Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_  
Date(s) of Project: \_\_\_\_\_

C. Title of Work/Project: \_\_\_\_\_  
Name of Township: \_\_\_\_\_  
Name of School Official: \_\_\_\_\_ Title \_\_\_\_\_  
Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_  
Date(s) of Project: \_\_\_\_\_

**References**

**Architects**--List names of architects that you have worked with on projects within the last five (5) years.

	<u>Firm</u>	<u>Principal</u>	<u>Phone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

***(Form continued on next page)***

**STERLING VILLAG FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

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

**Bank**--List name of principal bank with which your company does business.

<u>Bank</u>	<u>Officer</u>	<u>Phone Number</u>
_____	_____	_____

**Trade**--List names of companies within your trade with which your company does business:

	<u>Firm</u>	<u>Principal</u>	<u>Phone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

*(Form continued on next page)*

**Contractor Questionnaire/Certification**--page 4

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

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

**Certifications**

• **Debarment**

I certify that the entity listed on the form or any person employed by this entity, are not presently on the following:

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov)

• **Direct/Indirect Interests**

I declare and certify that no member of the Township of Piscataway, nor any officer or employee or person whose salary is payable in whole or in part by said the township or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Township member, employee, officer of the Township has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

• **Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, Township member or employee of the Township.

• **Vendor Contributions**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3 (a) (1-4) concerning vendor contributions to school Township members.

• **False Material Representation/Truth in Contracting**

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract. I further acknowledge my understanding of the New Jersey Truth in Contracting Laws.

\_\_\_\_\_  
President or Authorized Agent

\_\_\_\_\_  
Signature

**CONTRACTOR REGISTRATION CERTIFICATION**

Public Works

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

It is the determination of The Township of Piscataway that this is a Public Works project which contract amount in total will exceed \$2,000.00 (two thousand dollars), therefore, pursuant to the Public Works Contractor Registration Act -- N.J.S.A. 34:11-56.48 et seq., contractors are to be aware of the following:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any Public Work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

I certify that our company understands that the project of The Township of Piscataway requires that all contractors and subcontractors listed in this proposal possess a valid Contractor Registration Certificate at the time the proposal is received by the Township and furthermore certify that I will provide copies of the valid certificates prior to the award of contract.

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

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**EQUIPMENT CERTIFICATION**

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

In accordance with 40A:11-1 et seq., I hereby certify that

A) \_\_\_\_\_ (*Name of Company*) owns all the necessary equipment as required by the specifications and to complete the specified Public Work project.

**or**

B) \_\_\_\_\_ (*Name of Company*) leases or controls all the necessary equipment as required by the specifications and to complete the specified Public Work project.

**PLEASE NOTE:** If your company is not the actual owner of the equipment, **you shall submit with the bid**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

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

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

# To be completed, signed and returned with Bid

BID NO. 2022-02-04

## STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number:

Bidder/Offeror:

### PART 1: CERTIFICATION

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

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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 the party in default and seeking debarment or suspension of the party

#### PLEASE CHECK THE APPROPRIATE BOX:

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

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name	<input type="text"/>	Relationship to Bidder/Offeror	<input type="text"/>
Description of Activities	<input type="text"/>		
Duration of Engagement	<input type="text"/>	Anticipated Cessation Date	<input type="text"/>
Bidder/Offeror Contact Name	<input type="text"/>	Contact Phone Number	<input type="text"/>

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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; that the State of New Jersey 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 the State to notify the State 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

**Do Not Enter PIN as a Signature**

Title:

Date:



**NON-COLLUSION AFFIDAVIT**

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

Re: Bid Proposal for the Township of Piscataway.

**BID NO. 2022-02-04**

STATE OF \_\_\_\_\_

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

COUNTY OF \_\_\_\_\_ :SS:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_

of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ (Position in Company)

of the firm of \_\_\_\_\_ and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidder, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Piscataway relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

\_\_\_\_\_  
**(Print Name of Contractor)**

\_\_\_\_\_  
**(SIGNATURE OF CONTRACTOR)**

**PREVAILING WAGES CERTIFICATION**

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

It is the determination of the Township of Piscataway that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

**Certification**

1. I certify that our company understands that this project of the Township of Piscataway requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

**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.

**NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development**

Has the bidder or any person having an “interest” with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

\* Yes \_\_\_\_\_

No \_\_\_\_\_

\*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

**Submission of Certified Payroll Records**

All certified payroll records are to be submitted to the person named below who is coordinating the activities for the project:

\_\_\_\_\_  
Guy Gaspari/ Director of Public Works  
The Township of Piscataway

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

Authorized Agent\_\_\_\_\_

Authorized Signature\_\_\_\_\_

**To be completed, signed and returned with Bid/Proposal**

**STATEMENT OF OWNERSHIP DISCLOSURE**

**BID NO. 2022-02-04**

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: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

**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 Check the appropriate box**

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 non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	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 Township of Piscataway** 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 The Township of Piscataway to notify The Township of Piscataway in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting The Township of Piscataway to declare any contract(s) resulting from this certification void and unenforceable.

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

**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.**

***To be completed, signed and returned with Bid***

**SUBCONTRACTOR'S DISCLOSURE FORM**

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

The \_\_\_\_\_ *(Name of Bidding Company)*

**Please Check One!** \_\_\_\_\_ will sub-contract a portion of this project.  
 \_\_\_\_\_ will not sub-contract any portion of this project.

**Authorized Agent** \_\_\_\_\_ **Title** \_\_\_\_\_

**Signature of Bidder** \_\_\_\_\_ **Date** \_\_\_\_\_

If the bidder is not going to subcontract any portion of this project, the bidder need not complete any further part of this document.

If the bidder will subcontract any of the following:

- Plumbing/gas fitting work;
- Refrigeration/heating/ventilating systems & equipment
- Electrical work, tele-data, fire alarm or security systems
- Structural steel/ornamental iron work

the bidder must do the following:

- Identify the contract number and type of work he intends to subcontract;
- Provide the name, address and other pertinent information about the subcontractor;\*
- If the cost of the work by the subcontractor shall exceed the amounts listed below, the bidder shall provide in the bid package submission the following documents:

<b><u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u></b>		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</i>
	<b><u>Submit With Bid</u></b>	<b><u>Submit Within ten (10 Days of Receipt of Notice of Award</u></b>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

Please list subcontractor(s) on the following pages. Bidders may make extra copies of the following pages.

*\* Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

***(Form continued on next page)***

**Subcontractor's Disclosure Statement (Continued)**

**Return With Bid**

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

**1. Sub-Contractor for PLUMBING AND GAS FITTING WORK**

Name of Subcontracting Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No: \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Will the cost of sub-contract exceed \$20,000.00?

\_\_\_\_\_ Yes Estimated Value of Contract \$ \_\_\_\_\_

\_\_\_\_\_ No Estimated Value of Contract \$ \_\_\_\_\_

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

<b><u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u></b>		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i><u>For Subcontractors in the four major branches listed above</u></i>	<i><u>For all other Subcontractors</u></i>
	<b><u>Submit With Bid</u></b>	<b><u>Submit Within ten (10 Days of Receipt of Notice of Award</u></b>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

**Certification of Equipment**

The \_\_\_\_\_ hereby certifies the above named  
*Name of Bidding Company*  
subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

\_\_\_\_\_  
**Authorized Agent (Print) -- Bidder**

\_\_\_\_\_  
**Signature of Authorized Agent—Bidder**

**Subcontractor's Disclosure Statement (Continued)**

**Return With Bid**

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

**2. Sub-Contractor for REFRIGERATION, HEATING & VENTILATING SYSTEMS AND EQUIPMENT**

Name of Subcontracting Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No: \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Will the cost of sub-contract exceed \$20,000.00?

\_\_\_\_\_ Yes Estimated Value of Contract \$ \_\_\_\_\_

\_\_\_\_\_ No Estimated Value of Contract \$ \_\_\_\_\_

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

<b><u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u></b>		
<i>Estimated Value of Contract – Subcontractor</i>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</i>
	<b><u>Submit With Bid</u></b>	<b><u>Submit Within ten (10 Days of Receipt of Notice of Award</u></b>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

**Certification of Equipment**

The \_\_\_\_\_ hereby certifies the above named  
*Name of Bidding Company*

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

\_\_\_\_\_  
**Authorized Agent (Print) -- Bidder**

\_\_\_\_\_  
**Signature of Authorized Agent—Bidder**  
*(form continued on next page)*

**Subcontractor's Disclosure Statement (Continued)**

**Return With Bid**

**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

**3. Sub-Contractor for ELECTRICAL WORK; TELE-DATA, FIRE ALARM OR SECURITY SYSTEMS**

Name of Subcontracting Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No: \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Will the cost of sub-contract exceed \$20,000.00?

\_\_\_\_\_ Yes Estimated Value of Contract \$ \_\_\_\_\_

\_\_\_\_\_ No Estimated Value of Contract \$ \_\_\_\_\_

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

<b><u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u></b>		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</i>
	<b><u>Submit With Bid</u></b>	<b><u>Submit Within ten (10 Days of Receipt of Notice of Award</u></b>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

**Certification of Equipment**

The \_\_\_\_\_ hereby certifies the above named  
*Name of Bidding Company*  
subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

\_\_\_\_\_  
**Authorized Agent (Print) -- Bidder**

\_\_\_\_\_  
**Signature of Authorized Agent—Bidder**

**(form continued on next page)**



**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

**4. Sub-Contractor for STRUCTURAL STEEL & IRON WORK**

Name of Subcontracting Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No: \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Will the cost of sub-contract exceed \$20,000.00?

\_\_\_\_\_ Yes Estimated Value of Contract \$ \_\_\_\_\_

\_\_\_\_\_ No Estimated Value of Contract \$ \_\_\_\_\_

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

<b><u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u></b>		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</i>
	<b><u>Submit With Bid</u></b>	<b><u>Submit Within ten (10 Days of Receipt of Notice of Award</u></b>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

**Certification of Equipment**

The \_\_\_\_\_ hereby certifies the above named  
*Name of Bidding Company*

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

\_\_\_\_\_  
**Authorized Agent (Print) -- Bidder**

\_\_\_\_\_  
**Signature of Authorized Agent—Bidder**

**(form continued on next page)**

**To be completed, signed and returned with Bid**

(IF APPLICABLE)

**Subcontractor's Disclosure Statement**  
**Other Trades**  
**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

**BID NO. 2022-02-04**

**Bid Date: THURSDAY, FEBRUARY 3, 2022**

**5. Name of Trade/Type of Work** \_\_\_\_\_

Name of Subcontracting Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No: \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Will the cost of sub-contract exceed \$20,000.00?

\_\_\_\_\_ Yes Estimated Value of Contract \$ \_\_\_\_\_

\_\_\_\_\_ No Estimated Value of Contract \$ \_\_\_\_\_

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

<b><u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u></b>		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</i>
	<b><u>Submit With Bid</u></b>	<b><u>Submit Within ten (10 Days of Receipt of Notice of Award</u></b>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

**Certification of Equipment**

The \_\_\_\_\_ hereby certifies the above named  
Name of Bidding Company  
subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

\_\_\_\_\_  
**Authorized Agent (Print) -- Bidder**

\_\_\_\_\_  
**Signature of Authorized Agent—Bidder**

***To be completed, signed and returned with Bid***

**Bid No. 2022-02-04**

**Sworn Contractor Certification; Qualifications and Credentials**

Pursuant to N.J.S.A. 40A:11-1 et seq., a pre-qualified contractor seeking to bid Township projects, and any subcontractors, that are required to be named under N.J.S.A. 40A:11-1 et seq., shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I, \_\_\_\_\_, the principal owner or officer of the company certify that the forging statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;
2. A current, valid Certificate of Authority (Business Registration) to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;
4. During the term of The Township project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.

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

Print Name of Owner or Officer \_\_\_\_\_

**Signature of Owner or Officer** \_\_\_\_\_

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The contractor and The Township of Piscataway (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

Authorized Agent \_\_\_\_\_

Title or Position \_\_\_\_\_

**Signature** \_\_\_\_\_

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

**EXHIBIT B**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**  
**N.J.A.C. 17:27-1.1 et seq.**  
**CONSTRUCTION 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

## EXHIBIT B (Continued)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

(Revised: January, 2016)

EXHIBIT B (Continued)

(Revised: January, 2016)

DATED: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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



**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.



**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)

## 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)

# 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:

<b>Contributor Name</b>	<b>Recipient Name</b>	<b>Date</b>	<b>Dollar Amount</b>
			\$

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.**

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Company Name)

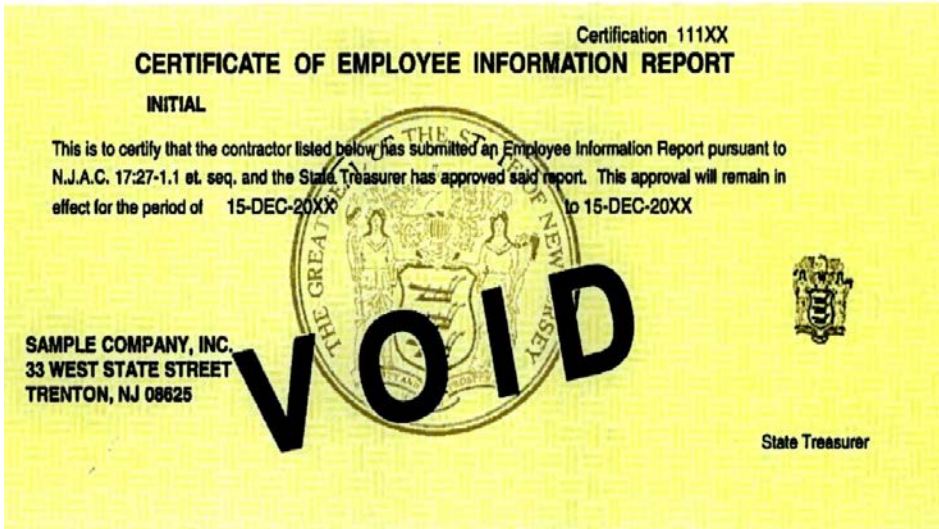
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

(Corporate Seal)

**SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**TOWNSHIP OF PISCATAWAY**



BID NO: 2022-02-04

**TOWNSHIP OF PISCATAWAY**

**REQUIRED FORMS:**

**HOLD HARMLESS AGREEMENT**

**PLAN & EXPERIENCE**

**PISCATAWAY BID BOND FORM**

**PAY TO PLAY FORM**

**CERTIFICATION LAST PAGE**

**PLEASE COMPLETE & SIGN ALL OF  
THE REQUIRED FORMS IN BLUE INK**



TO All Bidders:

**REMINDER!**

Did you sign all of the bid documents?

All bid documents returned to the Township shall be signed with original signatures. Please use [blue ink](#).

The Township will not accept facsimile or rubber stamp signatures.

Failure to sign and submit all bid documents may be cause for disqualification and rejection of the bid.

One “Original” and One PHOTO Copy of the Original marked “True Copy”.

Cover Page, Name, Address, Phone Number, E-mail Address.

**Return the entire original bid packet intact by the indicated deadline.**

**Bidders, Login to website for any addendums.**

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

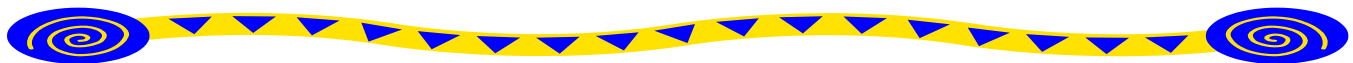
E-mail: [purchasing@piscatawaynj.org](mailto:purchasing@piscatawaynj.org)

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

# THE TOWNSHIP OF PISCATAWAY

## STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES

# TECHNICAL SPECIFICATIONS



Pages 1-37

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Purchasing Agent/Township Secretary

## **TECHNICAL SPECIFICATIONS**

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## SECTION 01 10 00 - SUMMARY

### PART 1 GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Contract description.
2. Contractor's use of site and premises.
3. Work sequence.
4. Demonstration and training.
5. Owner occupancy.
6. Permits.
7. Specification conventions.

#### 1.2 CONTRACT DESCRIPTION

##### A. Work of the Project includes:

1. Removal and replacement of fire alarm panels and devices in Sterling Village, along with miscellaneous mounting and wiring modifications to suit the replacements.  
Devices include:
  - a. (43) Pull stations
  - b. (151) apartment smoke/CO detectors with sounder bases
  - c. (99) Common Area Smoke Detectors
  - d. (42) audio/visual alarm
  - e. (3) visual alarms
  - f. (26) Monitor Modules
  - g. (27) Control Modules
  - h. Fire Alarm Panel
  - i. Annunciator Panel
  - j. Zone Alarm Module
2. Installation of primary and backup wireless modems for central station monitoring.
3. Provision of central station monitoring services for system described above for a period of two years or until the conclusion of the term of the Maintenance Bond, whichever comes later.
4. Addition of a zone alarm indicator at the entrance.
5. Commissioning of fire alarm system when completed.
6. Restoration and cleanup.
7. Construction coordination and sequencing including, but not limited to, maintaining fire alarm operations through temporary installations or a fire watch.
8. All other work necessary to place all equipment in full operational and acceptable condition, whether or not described specifically herein. Wiring shall be reused and tested to confirm functionality and compatibility with the new system.

- B. The intention of this project is to exclude or eliminate equipment and devices that are of a restrictive and proprietary nature in order to allow free and competitive bidding for

maintenance and repair contracts as well as to allow the Owner to easily obtain replacement parts for their equipment. Equipment that is deemed proprietary will not be considered acceptable.

- C. Provide signed and sealed drawings shop drawings for permit, if required by the Authority Having Jurisdiction (AHJ).
- D. Provide a fire watch as required during the period of time where the existing system is being removed and the new one is being installed.
- E. Perform Work of Contract under fixed cost. Contract with Owner in accordance with Conditions of Contract.

### 1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. General Work Conditions:
  - 1. Before starting any work on a daily basis, a representative of the work crew shall report to the liaison personnel assigned by the Administrator.
  - 2. Should any problems be encountered, the Contractor shall report any issues to the assigned liaison.
  - 3. All employees, including the Supervisor, must wear distinctive clothing that is readily identifiable. The vendor/contractor's name should be affixed thereon in a permanent or semi-permanent manner such as a badge or monogram.
  - 4. The Contractor shall remove all debris daily, and legally dispose of it off site.
  - 5. If the Contractor's work creates any dust or smoke conditions, the Contractor is responsible to cover/protect any smoke/fire alarm equipment in the area of work, and to coordinate any work that could cause a potential fire alarm with the assigned liaison.
- B. Limit use of Site and premises to allow:
  - 1. Owner occupancy.
  - 2. Necessary operations by Owner.
- C. Construction Operations: Limited to areas indicated on Drawings.
  - 1. Coordinate and schedule such operations with Owner to minimize disruptions.

### 1.4 WORK SEQUENCE

- A. Construct work in stages to accommodate Owner's occupancy requirements and operations. Coordinate construction schedule and operations with Engineer and Owner.
- B. Staging Sequence: Before start of construction, submit six copies of construction plan regarding phasing of Work for acceptance by Owner. After acceptance of plan, construction sequencing shall comply with accepted plan unless deviations are accepted by Owner in writing.

1.5 DEMONSTRATION AND TRAINING

- A. Furnish 4 hours of instruction each for two persons, to be conducted at project site.

1.6 OWNER OCCUPANCY

- A. Facility will remain occupied and must be operational at all times during construction.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.7 PERMITS

- A. Furnish all necessary building permits for construction of Work.

1.8 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.9 PROJECT DURATION

- A. All Work on this Contract shall be completed within Ninety (90) Calendar Days of Notice to Proceed.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01 0 00 - PRICE AND PAYMENT PROCEDURES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Requirements for determining measurement and payment for the work to be done under the items listed in the proposal.
- B. Each unit or lump-sum price stated in the proposal shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications.

#### 1.2 LUMP SUM PRICES

- A. The lump sum price bid by the bidder in the bid form shall be for proper completion of all the work indicated, specified or indicated on the drawings, or specified herein.
- B. The price for each lump sum bid item shall include costs to comply with all provisions of the Bid Documents.

#### 1.3 IF AND WHERE DIRECTED ITEMS

- A. Bid items identified as “if and where directed” will be performed and paid as directed by the Engineer. Payment will be made for these items only to the extent that the work is directed and performed.

#### 1.4 SCHEDULE OF VALUES

- A. The Contractor shall submit at the preconstruction conference six (6) copies of the schedule of values (Rev. 0) which shall subdivide the work into its component items. The resulting breakdown of the contract amount shall indicate the quantities and unit cost assigned to each item of work, along with the associated labor, equipment and material costs for each item of work. Labor costs shall also include the components outlined in the General Conditions. This breakdown may be adjusted by the Engineer if he feels the costs indicated for any part of the work do not accurately reflect the true value. Upon approval of a breakdown of the contract amount by the Engineer, it shall be used as the basis for all requests for payment in accordance with the General Conditions, subject to the payment conditions indicated in this section.
- B. In addition to being used as the basis for preparing progress payments, the Schedule of Values may be used as a basis for negotiations concerning additional work or credits which may arise during the construction.
- C. If any cost breakdown item is found to be unbalanced by more than 5 percent, the Owner will have the right to pay the Contractor a reasonable value for work performed and redistribute the cost breakdown as in his opinion is fair and reasonable.



- D. For items of work which will be performed over a period of more than one (1) month, the cost breakdown shall be in sufficient detail of quantity and unit price so that progress payment estimates may be prepared on the basis of the amount of work performed during that period and not on percentages complete.
- E. At a minimum, costs shall be in sufficient detail to indicate separate amounts for each Technical Section of the Specifications.
- F. Contractor may include an item for bond, insurance, temporary facilities and job mobilization only if the bid schedule does not list a "Mobilization Pay Item."
- G. Schedule shall show the purchase and delivery costs for materials and equipment stored on site that the Contractor anticipates he shall request payment for prior to their installation.

#### 1.5 PAYMENTS TO CONTRACTOR

- A. The Contractor's attention is directed to the requirements of the General Conditions regarding progress payments, withholding of payments and final payments.
- B. The following payment conditions are supplementary to other payment conditions enumerated above as well as other requirements stipulated elsewhere in the Contract Documents, but, in the event of a conflict, the below listed conditions shall govern.
- C. A payment percentage will be established for equipment on-site and installation. The term "equipment" used herein shall mean mechanical, electrical and instrumentation equipment to be installed as part of the work. The following percentages shall be used by the Contractor for payment purposes:
 

1.	Record Drawings:	3% of equipment price
2.	O&M Manuals:	4% of equipment price
3.	Pre-Operational Checkout:	3% of equipment price
4.	Contractor Trial Test:	5% of equipment price
5.	Operational Test:	5% of equipment price
- D. The maximum amount paid for equipment/materials stored on site shall be 80 percent.
- E. After application for payment for more than 85 percent of the Contract Price, the Owner may withhold twice the estimated cost for any work within any specific billing or schedule of values for which full payment was previously made and which work was subsequently determined not to have been performed.

#### 1.6 RETAINAGE

- A. Two percent (2%) of the amount due on each partial payment will be withheld by the Owner pending completion of the contract.
- B. Upon final acceptance of the work performed pursuant to the contract, all amounts being withheld by the Owner will be released and paid in full to the contractor within 45 days of the final acceptance date agreed upon by the contractor and the contracting unit, without

further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as specified.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01 40 10 - CONSTRUCTION COORDINATION AND SEQUENCING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. The work under this section includes all measures necessary to schedule construction operations and coordinate with the Owner's personnel to maintain full service during the course of construction.

#### 1.2 SYSTEM DESCRIPTION

- A. The Contractor shall schedule its construction activities to minimize any disturbance to existing operations. Fire alarm system operations shall be maintained at all times during the construction, either through temporary installations or through a fire watch.

#### 1.3 SUBMITTALS

- A. The Contractor shall submit a detailed construction staging plan detailing all proposed measures for maintaining operation during the construction. This schedule must incorporate the construction sequencing requirements on the plans and will be reviewed and approved by the Owner and Engineer. The staging plan must be submitted at least 14 calendar days prior to the scheduled date of its initiation.

### PART 2 PRODUCTS (NOT APPLICABLE)

### PART 3 EXECUTION

- 3.1 The Contractor shall perform all preliminary preparations, including having on site, all necessary material, labor, equipment, etc. for accomplishing all required construction sequencing within a minimal time frame.
- 3.2 The Contractor shall not interfere with the Owner's employees in performance of any work that they may consider necessary to maintain operation.
- 3.3 All work in Apartments must be coordinated with the Township personnel and Engineer in advance Contractor shall prepare two (2) week look ahead indicating Apartments that will need to be accessed.
- 3.4 The Contractor must provide the Engineer with 72 hours written notice of the time when any of the steps in the construction staging plan are planned to be initiated. The Owner and Engineer reserve the right to delay the request for the start of the activity if operations, emergencies, weather events, etc., require such a delay. The Contractor shall not make any claims for costs or schedule delays on this account.
- 3.4 The proposed improvement work is to be executed in an operating facility. Access to the site and building interiors for removal and replacement of equipment is limited. The Contractor shall take

into account the limitations of the construction staging and physical size of the site when estimating expected productivity, establishing a construction schedule, and delivery/storage of equipment and materials.

END OF SECTION

## SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes building wire and cable; nonmetallic-sheathed cable; direct burial cable; service entrance cable; armored cable; metal clad cable; and wiring connectors and connections.

#### 1.2 REFERENCES

- A. International Electrical Testing Association:
  - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- B. National Fire Protection Association:
  - 1. NFPA 70 - National Electrical Code.
  - 2. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.
- C. Underwriters Laboratories, Inc.:
  - 1. UL 1277 - Standard for Safety for Electrical Power and Control Tray Cables with Optional Optical-Fiber Members.

#### 1.3 SYSTEM DESCRIPTION

- A. Product Requirements: Provide products as follows:
  - 1. Solid conductor for feeders and branch circuits 10 AWG and smaller.
  - 2. Stranded conductors for control circuits.
  - 3. Conductor not smaller than 12 AWG for power and lighting circuits.
  - 4. Conductor not smaller than 16 AWG for control circuits.
  - 5. Increase wire size in branch circuits to limit voltage drop to a maximum of 3 percent.
- B. Wiring Methods: Provide the following wiring methods:
  - 1. Concealed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway, armored cable or metal clad cable.
  - 2. Exposed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
  - 3. Above Accessible Ceilings: Use only building wire, Type THHN/THWN insulation, in raceway, armored cable or metal clad cable.
  - 4. Wet or Damp Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway, armored cable or metal clad cable.
  - 5. Exterior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.

6. Underground Locations: Use only building wire, Type THHN/THWN (XHHW for services) insulation, in raceway.
7. Cable Tray Locations: Use only Tray cable Type TC.

#### 1.4 DESIGN REQUIREMENTS

- A. Conductor sizes are based on copper unless indicated as aluminum or "AL".
- B. When aluminum conductor is substituted for copper conductor, size to match circuit requirements, terminations, conductor ampacity and voltage drop.

#### 1.5 SUBMITTALS

- A. Product Data: Submit for building wire and each cable assembly type.
- B. Use this paragraph to require samples of cable assemblies taken from product delivered to project.
- C. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors.
- D. Test Reports: Indicate procedures and values obtained.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of components and circuits.

#### 1.7 QUALITY ASSURANCE

- A. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet (1.5 m) when tested in accordance with NFPA 262.
- B. Maintain one copy of each document on site.

#### 1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years' experience.

#### 1.9 FIELD MEASUREMENTS

- A. Verify field measurements are as indicated on Drawings.

#### 1.10 COORDINATION

- A. Where wire and cable destination are indicated, and routing is not shown, determine routing and lengths required.

- B. Wire and cable routing indicated is approximate unless dimensioned.

## PART 2 PRODUCTS

### 2.1 BUILDING WIRE AND CABLE

- A. Product Description: Single or multi- conductor insulated wire.
- B. Conductor: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation Temperature Rating: 75 degrees C unless otherwise noted.

### 2.2 ARMORED OR METAL CLAD CABLE

- A. Conductor: Copper.
- B. Insulation Voltage Rating: 600 volts.
- C. Insulation Temperature Rating: 75 degrees C.
- D. Armor Material: Steel except where Aluminum is noted on Drawings.
- E. Armor Design: Interlocked metal tape.
- F. Jacket: PVC where required.

### 2.3 TRAY CABLE

- A. Product Description: Multiconductor power and control cable NFPA 70 Type TC.
- B. Conductor: Copper.
- C. Insulation: Flame-retardant cross-linked polyethylene.
- D. Overall Jacket: Polyvinyl Chlorine (PVC) in accordance with UL 1277.
- E. Insulation Voltage Rating: 600 volts.
- F. Insulation Temperature Rating: 90 degrees C.
- G. Listings: Finished cable UL listed as Type TC, and sunlight resistant.

## 2.4 TERMINATIONS

- A. Terminal Lugs for Wires 6 AWG and Smaller: Solderless, compression type copper.
- B. Lugs for Wires 4 AWG and Larger: Color keyed, compression type copper, with insulating sealing collars.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify interior of building has been protected from weather.
- B. Verify mechanical work likely to damage wire and cable has been completed.
- C. Verify raceway installation is complete and supported.

### 3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

### 3.3 EXISTING WORK

- A. Remove exposed abandoned wire and cable, including abandoned wire and cable above accessible ceiling finishes. Patch surfaces where removed cables pass through building finishes.
- B. Disconnect abandoned circuits and remove circuit wire and cable. Remove abandoned boxes when wire and cable servicing boxes is abandoned and removed. Install blank cover for abandoned boxes not removed.
- C. Provide access to existing wiring connections remaining active and requiring access. Modify installation or install access panel.
- D. Extend existing circuits using materials and methods compatible with existing electrical installations, or as specified.
- E. Clean and repair existing wire and cable remaining or wire and cable to be reinstalled.

### 3.4 INSTALLATION

- A. Route wire and cable to meet Project conditions.
- B. Neatly train and lace wiring inside boxes, equipment, and panelboards.



- C. Identify and color code wire and cable. Identify each conductor with its circuit number or other designation indicated.
- D. Special Techniques--Building Wire in Raceway:
  - 1. Pull conductors into raceway at same time.
  - 2. Install building wire 4 AWG and larger with pulling equipment.
- E. Special Techniques - Cable:
  - 1. Protect exposed cable from damage.
  - 2. Support cables above accessible ceiling, using spring metal clips or cable ties to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels.
  - 3. Use suitable cable fittings and connectors.
- F. Special Techniques - Wiring Connections:
  - 1. Clean conductor surfaces before installing lugs and connectors.
  - 2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
  - 3. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
  - 4. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
  - 5. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
  - 6. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
  - 7. Terminate aluminum conductors with tin-plated, aluminum-bodied compression connectors only. Fill with anti-oxidant compound before installing conductor.
  - 8. Install suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.
- G. Install stranded conductors for branch circuits 10 AWG and smaller. Install crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under screws.
- H. Install terminal lugs on ends of 600 volt wires unless lugs are furnished on connected device, such as circuit breakers.
- I. Size lugs in accordance with manufacturer's recommendations terminating wire sizes. Install 2-hole type lugs to connect wires 4 AWG and larger to copper bus bars.
- J. For terminal lugs fastened together such as on motors, transformers, and other apparatus, or when space between studs is small enough that lugs can turn and touch each other, insulate for dielectric strength of 2-1/2 times normal potential of circuit.

### 3.5 WIRE COLOR

- A. General:
  - 1. For wire sizes 10 AWG and smaller, install wire colors in accordance with the following:
    - a. Black and red for single phase circuits at 120/240 volts.
    - b. Black, red, and blue for circuits at 120/208 volts single or three phase.
    - c. Orange, brown, and yellow for circuits at 277/480 volts single or three phase.
  - 2. For wire sizes 8 AWG and larger, identify wire with colored tape at terminals, splices and boxes. Colors are as follows:
    - a. Black and red for single phase circuits at 120/240 volts.
    - b. Black, red, and blue for circuits at 120/208 volts single or three phase.
    - c. Orange, brown, and yellow for circuits at 277/480 volts single or three phase.
- B. Neutral Conductors: White. When two or more neutrals are located in one conduit, individually identify each with proper circuit number.
- C. Branch Circuit Conductors: Install three or four wire home runs with each phase uniquely color coded.
- D. Feeder Circuit Conductors: Uniquely color code each phase.
- E. Ground Conductors:
  - 1. For 6 AWG and smaller: Green.
  - 2. For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

### 3.6 FIELD QUALITY CONTROL

- A. Balance single phase branches and feeders in panels to the Engineer's satisfaction.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION

## SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.

#### 1.2 REFERENCES

- A. American National Standards Institute:
  - 1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
  - 2. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
  - 3. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).
- B. National Electrical Manufacturers Association:
  - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
  - 2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
  - 3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
  - 4. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
  - 5. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
  - 6. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
  - 7. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

#### 1.3 SYSTEM DESCRIPTION

- A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.

#### 1.4 DESIGN REQUIREMENTS

- A. Minimum Raceway Size: 3/4 inch unless otherwise specified.

#### 1.5 SUBMITTALS

- A. Product Data: Submit for the following:
  - 1. Flexible metal conduit.
  - 2. Liquidtight flexible metal conduit.
  - 3. Nonmetallic conduit.
  - 4. Flexible nonmetallic conduit.
  - 5. Nonmetallic tubing.
  - 6. Raceway fittings.
  - 7. Conduit bodies.

8. Surface raceway.
9. Wireway.
10. Pull and junction boxes.
11. Handholes.

B. Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Project Record Documents:
1. Record actual routing of conduits larger than 2 inch.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- B. Protect PVC conduit from sunlight.

#### 1.8 COORDINATION

- A. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

### PART 2 PRODUCTS

#### 2.1 METAL CONDUIT

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Rigid Aluminum Conduit: ANSI C80.5.
- C. Intermediate Metal Conduit (IMC): Rigid steel.
- D. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

#### 2.2 PVC COATED METAL CONDUIT

- A. Product Description: NEMA RN 1; rigid steel conduit with external PVC coating, 40 mil thick.
- B. Fittings and Conduit Bodies: NEMA FB 1; steel fittings with external PVC coating to match conduit.

### 2.3 FLEXIBLE METAL CONDUIT

- A. Product Description: Interlocked steel construction.
- B. Fittings: NEMA FB 1.

### 2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Product Description: Interlocked steel construction with PVC jacket.
- B. Fittings: NEMA FB 1.

### 2.5 ELECTRICAL METALLIC TUBING (EMT)

- A. Product Description: ANSI C80.3; galvanized tubing.
- B. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron compression type.

### 2.6 NONMETALLIC CONDUIT

- A. Product Description: NEMA TC 2; Schedule 40 or 80 PVC as noted on the Drawings.
- B. Fittings and Conduit Bodies: NEMA TC 3.

### 2.7 NONMETALLIC TUBING

- A. Product Description: NEMA TC 2.
- B. Fittings and Conduit Bodies: NEMA TC 3.

### 2.8 WIREWAY

- A. Product Description: General purpose indoors, raintight outdoors type wireway.
- B. Knockouts: Manufacturer's standard.
- C. Cover: Screw cover.
- D. Connector: Slip-in.
- E. Finish: Rust inhibiting primer coating with gray enamel finish.

### 2.9 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
  - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2 inch male fixture studs where required.
  - 2. Concrete Ceiling Boxes: Concrete type.
- B. Nonmetallic Outlet Boxes: NEMA OS 2.

- C. Cast Boxes: NEMA FB 1, Type FD, aluminum. Furnish gasketed cover by box manufacturer. Furnish threaded hubs.
- D. Wall Plates for Finished Areas: As specified on Drawings.
- E. Wall Plates for Unfinished Areas: Furnish gasketed cover.

## 2.10 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 26 27 16.
- C. Surface Mounted Cast Metal Box: NEMA 250, Type 4X; flat-flanged, surface mounted junction box:
  1. Material: Cast aluminum.
  2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- D. In-Ground Cast Metal Box: NEMA 250, Type 6, inside flanged, recessed cover box for flush mounting:
  1. Material: Galvanized cast iron.
  2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
  3. Cover Legend: "ELECTRIC" or as noted on Drawings.
- E. Fiberglass Concrete composite Handholes: Die-molded, glass-fiber concrete composite hand holes:
  1. Cover: Glass-fiber concrete composite, weatherproof cover with nonskid finish.
  2. Cover Legend: "ELECTRIC" or as noted on Drawings.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

### 3.2 EXISTING WORK

- A. Remove exposed abandoned raceway, including abandoned raceway above accessible ceiling finishes. Cut raceway flush with walls and floors, and patch surfaces.
- B. Remove concealed abandoned raceway to its source.
- C. Disconnect abandoned outlets and remove devices. Remove abandoned outlets when raceway is abandoned and removed. Install blank cover for abandoned outlets not removed.
- D. Maintain access to existing boxes and other installations remaining active and requiring access. Modify installation or provide access panel.

- E. Extend existing raceway and box installations using materials and methods compatible with existing electrical installations, or as specified.
- F. Clean and repair existing raceway and boxes to remain or to be reinstalled.

### 3.3 INSTALLATION

- A. Ground and bond raceway and boxes.
- B. Fasten raceway and box supports to structure and finishes.
- C. Identify raceway and boxes.
- D. Arrange raceway and boxes to maintain headroom and present neat appearance.

### 3.4 INSTALLATION - RACEWAY

- A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.
- B. Arrange raceway supports to prevent misalignment during wiring installation.
- C. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- D. Group related raceway; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional raceways.
- E. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports
- F. Do not attach raceway to ceiling support wires or other piping systems.
- G. Construct wireway supports from steel channel.
- H. Route exposed raceway parallel and perpendicular to walls.
- I. Route raceway installed above accessible ceilings parallel and perpendicular to walls.
- J. Route conduit in and under slab from point-to-point.
- K. Maximum Size Conduit in Slab Above Grade: 3/4 inch. Do not cross conduits in slab.
- L. Maintain clearance between raceway and piping for maintenance purposes.
- M. Maintain 12 inch clearance between raceway and surfaces with temperatures exceeding 104 degrees F.
- N. Cut conduit square using saw or pipe cutter; de-burr cut ends.

- O. Bring conduit to shoulder of fittings; fasten securely.
- P. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.
- Q. Install conduit hubs to fasten conduit to cast boxes.
- R. Install no more than equivalent of three 90 degree bends between boxes except where noted on Drawings. Install conduit bodies to make sharp changes in direction, as around beams. Install factory elbows for bends in metal conduit larger than 2 inch size.
- S. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.
- T. Install fittings to accommodate expansion and deflection where raceway crosses seismic, control and expansion joints.
- U. Install suitable pull string or cord in each empty raceway except sleeves and nipples.
- V. Install suitable caps to protect installed conduit against entrance of dirt and moisture.
- W. Surface Raceway: Install flat-head screws, clips, and straps to fasten raceway channel to surfaces; mount plumb and level. Install insulating bushings and inserts at connections to outlets and corner fittings.
- X. Close ends and unused openings in wireway.

### 3.5 INSTALLATION - BOXES

- A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings.
- B. Adjust box location up to 10 feet prior to rough-in to accommodate intended purpose.
- C. Orient boxes to accommodate wiring devices oriented as specified on the Drawings.
- D. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- E. In Accessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
- F. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- G. Do not install flush mounting box back-to-back in walls; install with minimum 6 inches separation. Install with minimum 24 inches separation in acoustic rated walls.
- H. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.



- I. Install stamped steel bridges to fasten flush mounting outlet box between studs.
- J. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- K. Install adjustable steel channel fasteners for hung ceiling outlet box.
- L. Do not fasten boxes to ceiling support wires or other piping systems.
- M. Support boxes independently of conduit.
- N. Install gang box where more than one device is mounted together. Do not use sectional box.
- O. Install gang box with plaster ring for single device outlets.

### 3.6 INTERFACE WITH OTHER PRODUCTS

- A. Install conduit to preserve fire resistance rating of partitions and other elements.
- B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installation.
- C. Locate outlet boxes to allow luminaires positioned as indicated on Drawings.
- D. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

### 3.7 ADJUSTING

- A. Adjust flush-mounting outlets to make front flush with finished wall material.
- B. Install knockout closures in unused openings in boxes.

### 3.8 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

END OF SECTION

## SECTION 28 46 00 - FIRE DETECTION AND ALARM

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes fire-alarm control panels.
- B. The intent of this project is to provide all labor equipment and materials to install new and to replace existing control panels with the specified equipment and fully integrate devices and equipment at the facility in order to provide a fully functional fire alarm system.

#### 1.2 REFERENCE STANDARDS

- A. National Fire Protection Association:
  - 1. NFPA 72 - National Fire Alarm and Signaling Code.
  - 2. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.
- B. UL:
  - 1. UL 268 - Smoke Detectors for Fire Protective Signaling Systems.

#### 1.3 COORDINATION

- A. Coordinate Work of this Section with Work of other Sections.

#### 1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's catalog information showing electrical characteristics and connection requirements.
- B. Shop Drawings:
  - 1. Indicate system wiring diagram showing each device and wiring connections.
  - 2. Indicate annunciator layout.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Delegated Design Submittals: Submit signed and sealed Shop Drawings with design calculations and assumptions for fire-alarm system.
- E. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures.
- F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- G. Manufacturer Reports:
  - 1. Certify that equipment has been installed according to manufacturer instructions.
  - 2. Indicate activities on Site, adverse findings, and recommendations.

- H. Qualifications Statements:
  - 1. Submit qualifications for manufacturer, installer, and licensed professional.
  - 2. Submit manufacturer's approval of installer.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of fire-alarm equipment.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Materials:
  - 1. Furnish six keys of each type provided.

#### 1.7 QUALITY ASSURANCE

- A. Perform Work according to NFPA Standards and NEC.

#### 1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum ten years' documented experience.
- B. Installer: Company specializing in performing Work of this Section with minimum three years' documented experience and approved by manufacturer.
- C. Before commencing work, submit evidence showing that the equipment installer has successfully installed systems of the similar scope, type and design as specified. The contractor/installer shall submit copies of all required Licenses and Bonds as required in the State having jurisdiction. The contractor/installer shall be responsible for retaining qualified and authorized representative(s) of the system manufacturer specified for detailed system design and documentation, coordination of system installation requirements, and final system testing and commissioning in accordance with these specifications. The contractor/installer shall employ on staff a minimum of one NICET level II technician or a professional engineer, registered in the State of the installation. Contractors unable to comply with the provisions of Qualification of Installers shall present proof of engaging the services of a subcontractor qualified to furnish the required services.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.
- C. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Provide additional protection according to manufacturer instructions.

## 1.10 EXISTING CONDITIONS

- A. Field Measurements:
  - 1. Verify field measurements prior to fabrication.
  - 2. Indicate field measurements on Shop Drawings.

## PART 2 - PRODUCTS

### 2.1 SYSTEM DESCRIPTION

- A. Fire-Alarm System:
  - 1. The system shall be a new UL Listed modular fire alarm network that uses independently addressed fire detection devices, input/output control modules, and notification appliances.
  - 2. The system shall be fully field programmable such that virtually any combination of system output functions may be correlated to any type of input event(s). Inputs may be combined using Boolean logic, be time dependent or under manual control, as defined by required system operation. All software operations are to be stored in a non-volatile programmable memory within the fire alarm control panels. There shall be no limit, other than maximum system capacity, as to the number of addressable devices which may be in alarm simultaneously.
  - 3. Addressable smoke detector sensitivity settings for both pre-alarm and alarm activation shall be automatically individually configurable for both daytime and nighttime operation. Addressable smoke detectors shall be UL listed for automatic sensitivity testing.
  - 4. The system shall be designed, inspected, tested and approved to provide occupant notification audibility levels of 15 dBA over ambient conditions.
  - 5. The system shall interface with other building systems as required by the fire codes.
  - 6. The system shall transmit required signals to a central monitoring station.
  - 7. System panels and annunciators shall utilize configurable message routing and selective event messaging to direct event information only to the required system displays and printers as determined by the event type and location.
  - 8. The existing fire alarm shall be removed and new control panels, power supplies and related equipment shall be installed as specified.
  - 9. Where existing devices are not addressable or where annunciating equipment is not compatible with the new fire alarm, accommodations shall be made as necessary to use the existing devices and annunciators as a temporary measure. A future phase of construction may replace such devices and annunciators to be compatible with the system described herein.
- B. Comply with the provisions of NFPA 72 and the operational requirements of this specification.
- C. The system shall identify all off normal conditions and log each condition into the system as an event.
  - 1. The system shall automatically display on the control panel Liquid Crystal Display (LCD) the first (oldest) event of the highest priority by type. The event priority shall be alarm, supervisory, trouble, and monitor.

2. For each event, the display shall include the current time, the total number of events, the type of event, the time the event occurred and up to a 42 character custom user description.
  3. The user shall be able to review each event queue by simply selecting scrolling keys (up-down) for the event type.
  4. New alarm, supervisory, or trouble events shall sound a distinct, silenceable audible signal at the control panel.
  5. The LCD shall show the number of active alarm, supervisory, trouble and monitor events
  6. The LCD shall show the system time and the number of active and disabled points in the system.
  7. Specific input/output devices shall operate in accordance with the alarm, supervisory, trouble, monitor sections that follow and the input/output matrix.
- D. All critical systems, sub-systems and circuits shall be monitored for integrity. System faults shall be annunciated.
- E. Strobes shall be synchronized on each floor.
- F. Batteries shall be sized to support the system for 24 Hrs. of standby operation followed by 15 minutes of alarm operation at the end of the 24 Hour period.
- G. Off premises reporting of the loss of AC mains power to any system component shall be automatically delayed for a period of time acceptable to the AHJ to reduce traffic at the central monitoring station due to wide-area power failures.
- H. The system shall provide configurable service groups to facilitate “one man” testing of the system based on the physical layout of the building. Each service group shall be capable of supporting any combination of system devices, independent of the circuit on which they are installed. Systems that disable entire circuits, circuits serving multiple floors or fire zones for testing shall not be considered as equal. Activated devices on a service group shall be capable of initiating alternative system test responses to facilitate system maintenance and minimizing occupant disturbances while in test mode.
- I. Alarm Operation:
1. Upon the alarm activation of any area smoke detector, heat detector, manual pull station, sprinkler waterflow, duct smoke detector or other initiating device, the following functions shall automatically occur:
    - a. The system shall remain in the alarm mode until all initiating devices are reset and the fire alarm panel is manually reset and restored to normal.
    - b. The internal audible device shall sound at the control panel.
    - c. The LCD display shall indicate all applicable information associated with the alarm condition including; zone, device type, device location and time/date.
    - d. All system activity/events shall be documented on the system printer and logged into system history.
    - e. Any remote or local annunciator LCD/LED's associated with the alarm zone shall be illuminated.
    - f. Activate notification audible appliances.
    - g. Activate visual strobes notification appliances. The visual strobe shall continue to flash until the system has been reset.

- h. The visual strobe shall not stop operating when the "Alarm Silence" is pressed.
- 2. Audible alarm signals shall be silenced from the fire alarm control panel by an alarm silence switch. Visual signals shall be programmable to flash until system reset or alarm silencing, as required.
- 3. Any notification appliance dedicated to a sprinkler system water flow alarm shall not be silenced while the sprinkler system is flowing at a rate of flow equal to a single head.
- 4. Transmit signal to the building automation system where appropriate.
- 5. Transmit signal to the central monitoring station with point identification.

J. Supervisory Operation

- 1. Upon supervisory activation of any supervisory switch, off-normal indication or system trouble, the following functions shall automatically occur:
  - a. The internal supervisory event audible device shall sound at the control panel.
  - b. The LCD display shall indicate all applicable information associated with the supervisory condition including; zone, device type, device location and time/date.
  - c. All system activity/events shall be logged to system history.
  - d. Any remote or local annunciator LCD/LED's associated with the supervisory zone shall be illuminated.
  - e. Transmit signal to the central monitoring station with point identification.

K. Trouble Operation

- 1. Upon activation of a trouble condition or signal from any device or internal system integrity monitoring function on the system, the following functions shall automatically occur:
  - a. The internal panel audible device shall sound at the control panel.
  - b. The LCD keypad display shall indicate all applicable information associated with the trouble condition including; zone, device type, device location and time/date.
  - c. Trouble conditions that have been restored to normal shall be automatically removed from the trouble display queue and not require operator intervention. This feature shall be software selectable and shall not prevent the logging of trouble events to the historical file.
  - d. Any remote or local annunciator LCD/LED's associated with the trouble zone shall be illuminated.
  - e. Transmit a trouble signal to the central monitoring station with point identification.

L. Monitor with Security Operation

- 1. Upon activation of any device connected to a monitor circuit, the following functions shall automatically occur:
  - a. The internal panel audible device shall sound at the control panel.
  - b. The LCD display shall indicate all applicable information associated with the status condition including; zone, device type, device location and time/date.
  - c. All system activity/events shall be logged to system history.

- d. Any remote or local annunciator LCD/LED's associated with the status monitor circuit be illuminated.
- 2. Security Events:
  - a. Display at the local fire alarm control panel display, the origin of the security condition. A dedicated security indicator shall flash until the alarm has been acknowledged, then revert to a steady "ON" state.
  - b. The system shall be capable of bypassing the alarms from an individual security points installed within selected areas. The pass code activation this function shall be assignable to individual security personnel and each bypass action shall be logged to system history. Intrusion alarms occurring during a bypass period shall be logged to history and displayed but no audible alarm shall occur at the control panel.

## 2.2 CONTROL PANELS

- A. Manufacturer and Model:
  - 1. FireLite, Edwards, Notifier or equal non-proprietary system.
  - 2. Panels must be fully compatible with existing sensors, initiating and indicating (signaling) devices. Panels must be fully compatible with other existing panels.
  - 3. All materials, equipment, accessories, devices and other facilities and appurtenances covered by these specifications or noted on the drawings shall be new, best suited for the intended use and shall conform to applicable and recognized standards for their use, and supplied by a single manufacturer. Should any equipment provided under this specification be supplied by a different manufacturer, that equipment shall be recognized compatible by BOTH manufacturers and listed as such as required by Underwriters' Laboratories.
- B. Description:
  - 1. Modular fire-alarm control panel, with flush or surface wall-mounted enclosure to match existing (where applicable).
  - 2. The fire alarm control panel(s) shall be a multi-processor based networked system designed specifically for fire, one-way and two-way emergency audio communications, smoke control and guard patrol applications. The control panel shall be listed and approved for the application standard(s) as listed in the References section of this specification.
  - 3. The control panel shall include all required hardware, software and site-specific system programming to provide a complete and operational system. The control panel(s) shall be designed such that interactions between any applications can be configured and modified using software provided by the manufacturer. The control panel(s) operational priority shall assure that life safety takes precedence among the activities coordinated by the control panel.
  - 4. The operating controls shall be located in a dead-front steel enclosure behind a locked door with viewing window. All control modules shall be labeled, and all zone locations shall be identified. All panel modules shall be placement supervised for and signal a trouble if damaged or removed.
- C. System Features:
  - 1. Each control panel shall include the following capabilities:
    - a. Supervision of the system electronics, wiring, detection devices and software
    - b. Up to 2500 analog/addressable input/output points

- c. Support multiple dialers (DACTs) and modems
- d. Two communication ports
- e. An internal audible signal with different patterns to distinguish between alarm, supervisory, trouble and monitor events
- f. Support multiple 24 VDC and Audio NACs
- g. User configurable switches and LED indicators to support auxiliary functions
- h. The ability to download all applications and firmware from the configuration computer at a single location on the fire network
- i. A real-time clock for time stamps and timed event control
- j. Electronic addressing of intelligent addressable devices
- k. Provide an independent hardware watchdog to supervise software and CPU operation
- l. “Dry” alarm, trouble and supervisory relay contacts
- m. Control panel modules shall plug in to a chassis assembly for ease of maintenance
- n. Field wiring shall connect to the panel using removable connectors

D. User Oriented Features:

- 1. Each control panel shall include the following user oriented features:
  - a. A user interface control/display that shall annunciate and control system functions.
  - b. Provide discreet system control switches for reset, alarm silence and panel silence.
  - c. A “lamp test” feature shall verify operation of all visual indicators on the panel.
  - d. An authorized user shall have the ability to operate or modify system functions including system time, date, passwords, holiday dates, restart the system and clear control panel event history file.
  - e. An authorized user shall have the ability to disable/enable devices, zones, actions, timers and sequences.
  - f. An authorized user shall have the ability to activate/restore outputs, actions, sequences, and simulate detector smoke levels.
  - g. An authorized user shall have the ability to enter time and date, reconfigure an external port for download programming, initiate programming and change passwords.
  - h. An authorized user shall have the ability to test the functions of the installed system.
  - i. Service groups shall facilitate one-man walk testing. Service/test groups shall be capable of being configured with any combination of addressable devices, independent of SLC wiring. It shall be possible to program alternate device responses when the device’s service group is active. Devices not in an active service group shall process all events normally.
  - j. An authorized user shall have the ability to generate a report history for alarm, supervisory, monitor, trouble, smoke verification, watchdog, and restore activity.
  - k. System reports shall provide detailed description of the status of system parameters for corrective action or for preventative maintenance programs. Reports shall be displayed by the operator interface or capable of being printed on a printer.



1. An authorized user shall have the ability to display/report the condition of addressable analog detectors.
- E. Programmability
1. A Windows-based Configuration Utility (CU) shall be used to create the site-specific system programming. The utility shall facilitate programming of any input point to any output point. The utility shall allow customization of fundamental system operations using initiating events to start actions, timers, sequences and logical algorithms.
    - a. Zoning of initiation devices.
    - b. Initiation of events by time of day, day of week, day of year.
    - c. Initiation of events by matrix groups (X-Y coordinate relationships) for releasing systems.
    - d. Initiation of events using OR, AND, NOT and counting functions.
    - e. Prioritizing system events.
    - f. Programmable activation of detector sounder bases by detector, groups of bases, or all bases.
    - g. Directing selected device messages to specific panel annunciators
    - h. Detector sensitivity selection by time of day
    - i. Support of 256 Central Monitoring Station accounts and directing selected device messages to any one of ten Central Monitoring Stations.
  2. The configuration utility shall time and date stamp all changes to the site-specific program, and shall facilitate program versioning and shall store all previous program version data. The utility shall provide a compare feature to identify the differences between different versions of the site-specific program.
  3. The configuration utility shall be capable of generating reports which detail the configurations of all fire alarm panels, addressable devices and their configuration settings including generating electrical maps of the addressable device SLCs.
  4. The configuration utility shall support the use of bar code readers to expedite electronic addressing and custom programming functions.
- F. Power Supply:
1. System power supply(s) shall be a high efficiency switched mode design providing multiple supervised power limited 24 VDC output circuits as required by the panel and external loads fed by the panel. Initial power supply loading shall not exceed 80% of power supply capacity in order to allow for future system expansion.
  2. Each system power supply shall be individually supervised. Power supply trouble signals shall identify the specific supply and the nature of the trouble condition.
  3. It shall be possible to parallel system power supplies to increase capacity or to provide redundant operation.
  4. Upon failure of normal (AC) power, the affected portion(s) of the system shall automatically switch over to secondary power without losing any system functionality.
  5. All system power supplies shall be capable of recharging their associated batteries, from a fully discharged condition to a capacity sufficient to allow the system to perform consistent with the requirements of this section, in 48 hours maximum.
  6. All standby batteries shall be continuously monitored by the power supply. The power supply shall be able to perform an automatic load test of batteries and

indicate a trouble condition if the batteries fall outside a predetermined range. Power supplies shall incorporate the ability to adjust the charge rate of batteries based on ambient temperatures. The power supply shall automatically disconnect the battery before low voltage damages the battery. Low battery and disconnection of battery power supply conditions shall be immediately annunciated as battery trouble and identify the specific power supply(s) affected.

7. Batteries shall utilize sealed lead acid chemistry. Initial battery capacity shall provide 125% of calculated capacity requirements in order to allow for future system expansion.
8. All AC power connections shall be to the building's designated emergency electrical power circuit and shall meet the requirements of NFPA 70 and NFPA 72. The power circuit disconnect means shall be clearly labeled FIRE ALARM CIRCUIT CONTROL and shall have a red marking. The location of the circuit disconnect shall be labeled permanently inside each control panel the disconnect serves.

G. Panel Display and Common Controls

1. The system shall be designed and equipped to receive, monitor, and annunciate signals from devices and circuits installed throughout the facility.
2. The display shall provide separate alarm, trouble, supervisory, and monitor event queues of to minimize operator confusion. Receipt of alarm, trouble, and supervisory signals shall activate integral audible devices at the control panel(s) and at each remote annunciation device. The integral audible devices shall produce a sound output upon activation of not less than 85 dBA at 10 feet.

H. System

1. All signaling line circuits shall be supervised and power limited.
2. When the addressable devices on a signaling line circuit cover more than one designated fire/smoke compartment, a wire-to-wire short on the circuit shall not affect the operation of the addressable devices in other fire/smoke compartments.
3. Initial circuit loading shall not exceed 80%, to allow for future system expansion.
4. The addressable device module shall be UL Listed for use with code compliant, electrically sound existing wiring.
5. Each intelligent addressable device shall transmit information about its location with respect to other devices on the circuit.
6. The module shall allow replacement of "same type" devices without the need to address and reload the "location" parameters on replacement device.
7. The Panel shall notify the user when programmed devices are detected on the circuit. The Panel shall notify the user when the wrong device type is installed at a location configured for a different device type. The circuit shall be capable of producing a loop alarm if an alarm type device becomes active during stand-alone mode to enhance system integrity.

I. Initiating Device Circuits:

1. Furnish supervised zone module with alarm and trouble indication compatible with existing devices.
2. Devices are not to be replaced.

J. Indicating Appliance Circuits:

1. Furnish supervised signal module, sufficient for signal devices connected to system.

2. Occurrence of single ground or open condition places circuit in trouble mode but does not disable circuit from signaling alarm.
  3. Indicating Appliances are not to be replaced.
- K. Surge Suppression Devices
1. The system shall utilize electrical surge protection devices to prevent damage and nuisance alarms caused by nearby lightning strikes, stray currents, or voltage transients.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that products and systems receiving devices are ready for installation.

### 3.2 PREPARATION

- A. Existing Work:

1. Disconnect and remove abandoned fire-alarm equipment.
2. Access:
  - a. Maintain access to existing fire-alarm equipment and other installations remaining active and requiring access.
  - b. Modify installation or provide access panel.

### 3.3 INSTALLATION

- A. The entire system shall be installed in accordance with approved manufacturer's installation manuals, shop drawings and wiring diagrams.
- B. All work shall be performed in accordance with the requirements of NFPA 70 and NFPA 72.
- C. Coordinate locations of all devices with all other divisions' drawings and specifications.
- D. All fire alarm devices shall be accessible for periodic maintenance. Should a device location indicated on the contract drawings not meet this requirement, it shall be the responsibility of the installing contractor to bring it, in writing, to the attention of the Engineer.
- E. Fasten equipment to structural members of building or metal supports attached to structure, or to concrete surfaces.
- F. All systems and system components listed to UL864 Control Units for Fire Protective Signaling Systems may be installed within a common conduit raceway system, in accordance with the manufacture's recommendations. System(s) or system components not listed to the UL864 standard shall utilize a separate conduit raceway system for each of the sub-systems.
- G. No wiring except life safety system circuits and system power supply circuits shall be permitted in the control panel enclosures.

- H. Any low-voltage copper wiring that leaves the protection of a building shall be provided with a compatible UL 497B listed transient protection devices where the circuit leaves the building and where it enters the next building.
- I. Devices containing end-of-line resistors shall be appropriately labeled. Devices should be labeled such that removal of the device is not required to identify the EOL device.
- J. Fire Alarm Control Panels:
  - 1. Mount the enclosure with the top of the cabinet 72" above the finished floor or center the cabinet at 63", whichever is lower.
  - 2. Label the fire alarm panels with the room number, electrical panel number and circuit breaker number feeding them.
  - 3. Paint the handles of the dedicated circuit breakers feeding fire alarm panels red and install handle locks.
  - 4. Within the panel, all non-power limited wiring must be properly separated from power limited circuits.
  - 5. Grounds shall comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.
  - 6. Connect all device conduit and wire to new panel.
- K. Automatic Detector Installation: Comply with NFPA 72.
- L. Install engraved plastic nameplates for each new panel.

### 3.4 FIELD QUALITY CONTROL

- A. Test fire detection and alarm devices and systems according to NFPA 72 and local fire department requirements.
- B. Manufacturer Services: Furnish services of certified manufacturer's representative experienced in installation of products furnished under this Section on Site for installation, inspection, startup, field testing, adjustments, and instructing Owner's personnel in maintenance of equipment.
- C. Equipment Acceptance:
  - 1. Adjust, repair, modify, or replace components failing to perform as specified and rerun tests.
  - 2. Make final adjustments to equipment under direction of manufacturer's representative.
- D. Furnish installation certificate from equipment manufacturer's representative attesting that equipment has been properly installed and is ready for startup and testing.

### 3.5 DEMONSTRATION AND TRAINING

- A. Testing, general
  - 1. In addition to tests required in this section, the contractor shall perform all electrical and mechanical tests required by the equipment manufacturer, the engineer and the authority having jurisdiction.
  - 2. The contractor shall perform all testing in occupied facilities at times of day that present the lowest impact and disruption to business and activities. Coordinate all

testing in occupied buildings with the building owner's representative to assure that fire alarm system testing does not interrupt operations. This may require extensive after hours work to perform such testing.

3. All equipment, instruments, tools and labor required to conduct the system tests shall be provided by the installing contractor. At a minimum, the following equipment shall be made available testing:
  - a. Ladders and scaffolds as required to reach all installed equipment.
  - b. Meters for reading voltage, current and resistance.
  - c. Two-way communication devices
  - d. Simulated smoke, heat-producing devices for heat detectors, extension poles for introducing smoke into detectors, as needed.
  - e. Manufacturer's instruments to measure air flow through duct smoke detectors.
  - f. Decibel meter.
  - g. Status and diagnostic software and PC.
  
- B. All testing shall utilize a written acceptance test plan for testing the system components and operation in accordance with NFPA 72 and this specification. The contractor shall be responsible for the performance of the acceptance test plan, demonstrating the function of the system and verifying the correct operation of all system components, circuits, and system programming.
  1. The systems operation matrix created by the equipment supplier shall be used to identify each alarm input and verify all associated output functions.
  
- C. The system test plan shall include but not be limited to the following:
  1. Visually inspect all wiring.
  2. Verify the absence of unwanted voltages between circuit conductors and ground. The tests shall be accomplished at the preliminary test with results available at the final acceptance test.
  3. System wiring shall be tested to demonstrate correct system response for the following conditions:
    - a. Open, shorted and grounded signal line circuits.
    - b. Open, shorted and grounded notification appliance circuits.
  
- D. System indications shall be demonstrated as follows:
  1. Correct message content for each alarm input at all system displays.
  2. Correct annunciator light for each alarm input at each graphic display.
  3. Correct history logging for all system activity.
  4. Correct sensitivity for all smoke detection devices. The use of system generated sensitivity reports is acceptable in meeting this requirement.
    - a. Correct signals sent to the Central Monitoring Station.
  5. Notification appliances shall be demonstrated as follows:
    - a. All alarm notification appliances actuate as programmed
    - b. Audibility and visibility at required levels. Measure sound levels at 5 ft. above finished floor with the room doors closed.
    - c. For 24VDC NACS, measure and record the voltage at the most remote appliance on each notification appliance circuit, while operating.
  6. System control functions shall be demonstrated as follows:
    - a. In accordance with the system operation matrix.
  7. System off premises reporting functions shall be demonstrated as follows:
    - a. Correct information received for each alarm and trouble event

8. Secondary power supply (battery) capacity capabilities shall be demonstrated as follows:
    - a. System battery voltages and charging currents shall be measured and recorded at the fire alarm control panels.
    - b. System primary power shall be disconnected for 24 hours. At the end of that period, an alarm condition shall be created and the system shall perform as specified for a period of 5 minutes.
    - c. System primary power shall be restored for forty-eight (48) hours.
    - d. System battery voltages and charging currents shall again be measured and recorded at the fire alarm control panels.
  9. Verify the "As Built" record drawings are accurate.
- E. Preliminary Testing
1. Conduct preliminary tests to ensure that all devices and circuits are functioning properly. Tests shall meet the requirements of the written test plan. Correct any deficiencies, omissions or anomalies and retest the affected devices to assure proper function per the specification.
- F. Acceptance Testing
1. A final acceptance test shall not be scheduled until the system manuals are provided to and approved by the owner and the following are provided at the job site:
    - a. "As Built" record drawings of the system as actually installed
    - b. A copy of the system operation matrix.
  2. The acceptance inspector shall use the system "As Built" record drawings in combination with the system operation matrix and the written acceptance test plan during the testing to verify system operation.
  3. Should the system not perform to the above criteria it shall not be accepted and the contractor shall correct all deficiencies and shall re-test the system at contractor's expense in the presence of the architect using the same test criteria.
  4. The building owner's representative shall witness the final tests.
  5. The central monitoring station and/or fire department shall be notified before final test in accordance with local requirements.
  6. Operate every installed device to verify proper operation and correct annunciation at control panel.
  7. Open signaling line circuits and notification appliance circuits in at least 2 locations to verify presence of supervision.
- G. Test Reports
1. A "Fire Alarm System Record of Completion" per the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter in NFPA72 and the "Inspection and Testing Form" in the "Records" Section of the "Inspection, Testing and Maintenance" Chapter in shall be prepared by the Contractor. Submit three (3) copies to the Architect. The report shall include, but not be limited to:
    - a. A list of all equipment installed and wired.
    - b. Certification that all equipment is properly installed and functions and conforms with these specifications.
    - c. Sensitivity settings for each ionization and photoelectric detector as measured in place with the HVAC system operating.
    - d. Technician's name, certificate number and date.

- H. Training
  - 1. The system supplier shall schedule and present a minimum of four (4) hours of formal site-specific instruction for each of two people designated by the Owner, detailing the proper operation and maintenance of the installed system.
  - 2. The instruction shall be presented in an organized and professional manner by a person factory trained in the operation and maintenance of the equipment and who is also thoroughly familiar with the installation.
  - 3. The instruction shall cover the schedule of maintenance required by NFPA 72 and any additional maintenance recommended by the system manufacturer.
  - 4. Copies of all training aids, presentations, etc. shall be left with the owner.
- I. System supplier and contractor shall provide a certified test report to verify that the system and all components functioned properly and as intended. A filled-out Record of Completion similar to NFPA 72, 2007 edition figure 4.5.2.1 shall be provided.

### 3.6 MAINTENANCE

- A. The contractor shall warranty the installation and workmanship for two years and all parts for thirty-six (36) months from date of final acceptance. A copy of the manufacturer's warranty shall be provided with closeout documentation and included with the operation and installation manuals. The full cost of maintenance, labor and materials required to correct any defect during the warranty period shall be included in the submittal bid.
- B. During the warranty period, each year the contractor shall perform detector sensitivity testing and provide a report to the owner. If the system is UL Listed to perform automatic detector sensitivity testing without manual intervention, and if a detector falls outside of sensitivity window the system automatically indicates a devices trouble, then this requirement shall be waived. Documentation from UL shall be provided as proof of automatic sensitivity testing operation.
- C. The system supplier shall maintain a service organization with adequate spare parts stock within 75 miles of the installation. Provide a telephone response to Owner's questions within 4 hours and on-site assistance within 24 hours.
- D. Permit the Owner's fire alarm technicians to perform temporary bypasses and emergency repairs on the system without voiding the warranty.

END OF SECTION 28 46 00

Bid No: 2022-

**THE TOWNSHIP OF PISCATAWAY**



**PLANS**

Pages 1-



**MARIA E. VALENTE-CAEMMERER**

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Purchasing Agent/Township Secretary



**PISCATAWAY TOWNSHIP GOVERNING BODY**

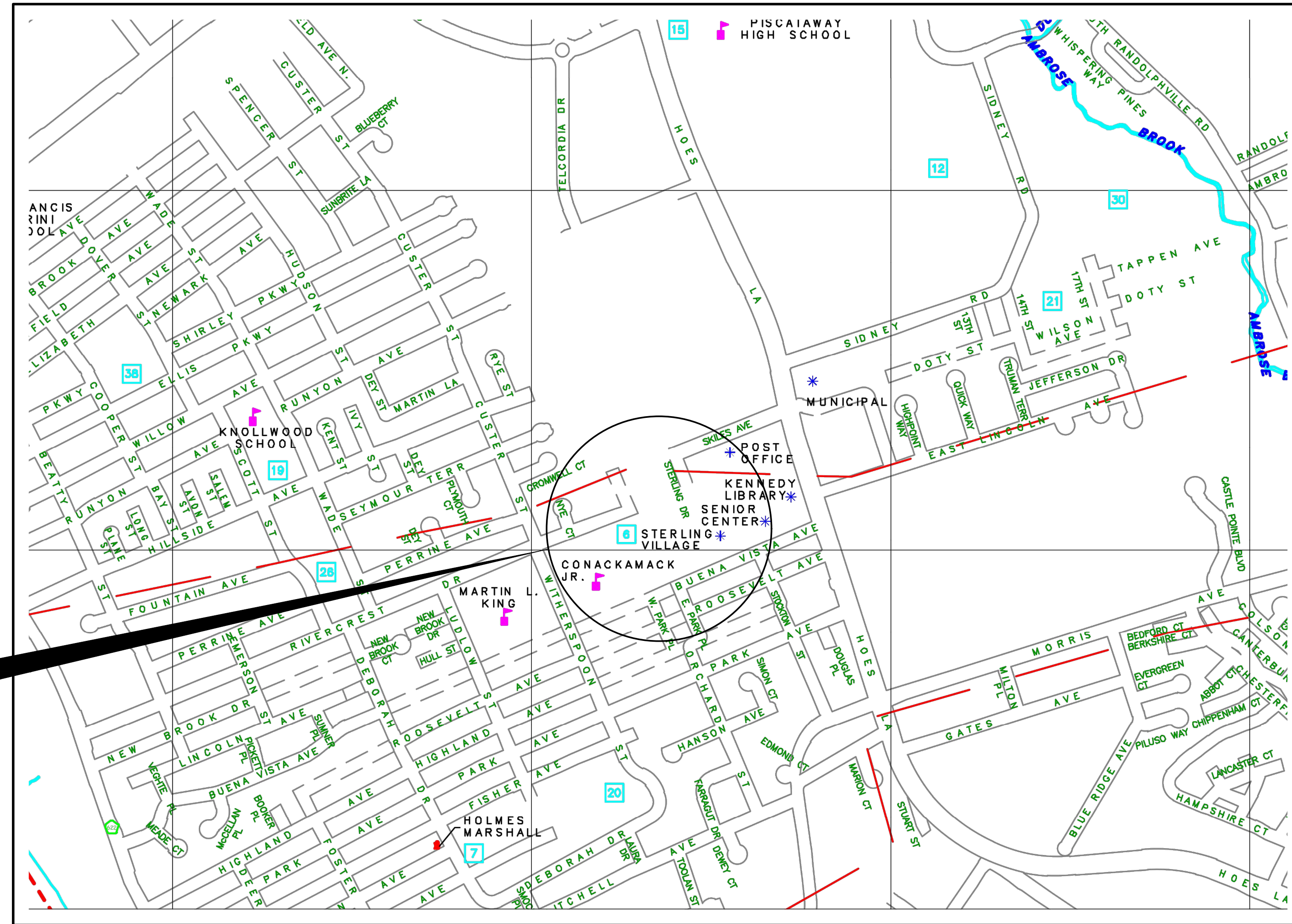
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# STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES

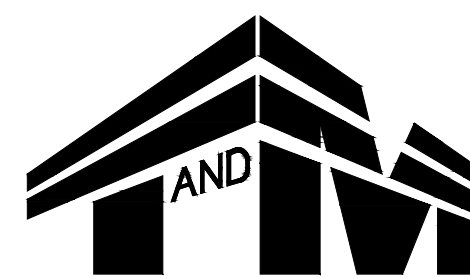
CONTRACT No. PISC00248

INDEX	
DRAWING	DESCRIPTION
C	COVER SHEET
FA-000	FIRE ALARM NOTES AND SYMBOLS
FA-100	FIRE ALARM FIRST FLOOR PLAN
FA-101	FIRE ALARM SECOND FLOOR PLAN
FA-102	FIRE ALARM 3RD FLOOR PLAN
FA-103	FIRE ALARM 4TH FLOOR PLAN
FA-104	FIRE ALARM 5TH FLOOR PLAN

PROJECT SITE  
 TOWNSHIP OF PISCATAWAY  
 STERLING VILLAGE  
 1 STERLING DR.  
 PISCATAWAY, NJ 08854



KEY MAP



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MARY ELAINE DASTI, P.E.  
 GROUP MANAGER

LICENSED PROFESSIONAL ENGINEER  
 STATE OF NJ LICENSE NO. 246E05120300

TOWNSHIP OF PISCATAWAY  
 STERLING VILLAGE FIRE ALARM SYSTEM  
 UPGRADES  
 TOWNSHIP OF PISCATAWAY, MIDDLESEX COUNTY, NEW JERSEY

COVER SHEET



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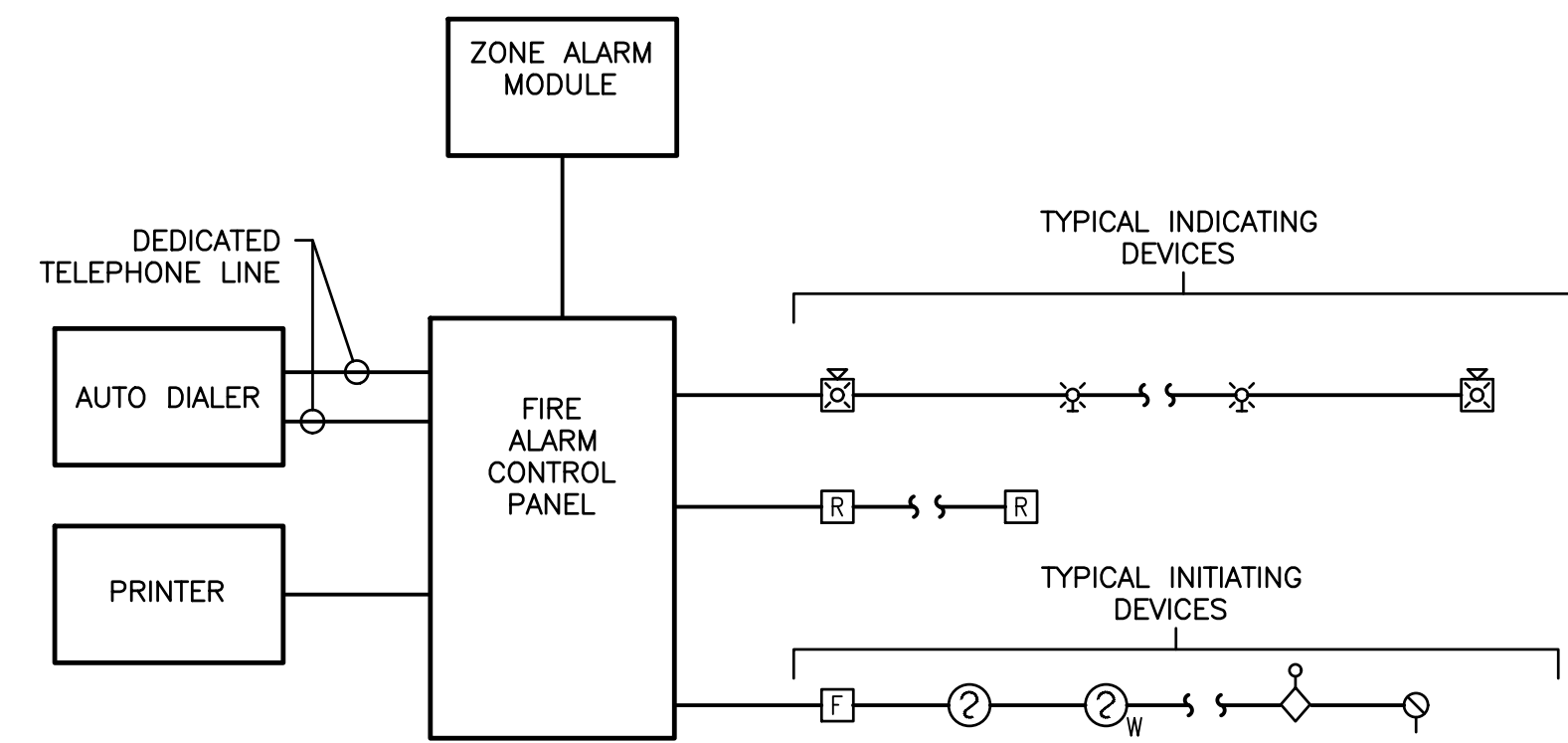
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- NOTES:**
1. NOT ALL FIRE ALARM DEVICES ARE INDICATED ON THIS DIAGRAM. REFER TO FLOOR PLAN FOR LOCATION OF ALL FIRE ALARM DEVICES.
  2. CONTRACTOR SHALL PROVIDE SIGNED AND SEALED WIRING DIAGRAMS FURNISHED BY THE FIRE ALARM MANUFACTURER FOR APPROVAL.
  3. ALL BATTERIES SHALL HAVE DATE LABELS.
  4. ALL SIGNED AND COMPLETED NFPA 72 PAPERWORK MUST BE COMPLETED AND ON SITE.
  5. FIRE TEST MUST BE WITNESSED BY OWNER'S REPRESENTATIVE BEFORE INSPECTION IS COORDINATED.
  6. MECHANICAL DUCT AND CO DETECTORS MUST BE 36" FROM RETURN DUCT EDGE.

FIRE ALARM DIAGRAM  
 N.T.S.

FIRE ALARM SYMBOLS	
	FIRE ALARM MANUAL PULL STATION - MOUNT 48" AFF
	FIRE ALARM RELAY
	COMBINATION AUDIO/VISUAL INDICATING DEVICE - MOUNT 80" AFF
	VISUAL INDICATING DEVICE - MOUNT 80" AFF
	SMOKE DETECTOR, 'W' INDICATES WALL MOUNTED. APARTMENT DETECTORS SHALL INCLUDE CO DETECTION AND SOUNDER BASE
	TAMPER SWITCH
	WATERFLOW SWITCH

- | FIRE ALARM NOTES |  |
|------------------|--|
| 1.               | THE CONTRACTOR SHALL PROVIDE NEW ADDRESSABLE FIRE ALARM SYSTEM BY SILENT KNIGHT OR FIRE LITE.  |
| 2.               | THE COMPLETE INSTALLATIONS SHALL CONFORM TO THE APPLICABLE SECTIONS OF NFPA 72 AND THE NATIONAL ELECTRICAL CODE NFPA 70.   |
| 3.               | THE CONTRACTOR SHALL PROVIDE PULL STATIONS, AREA SMOKE DETECTORS AND COMBINATION HORN/STROBES AS NOTED AND ALL OTHER DEVICES NECESSARY. REFER TO DRAWINGS FOR QUANTITY OF DEVICES.   |
| 4.               | ALL WIRES FOR CONTROL POWER AND NOTIFICATION APPLIANCES SHALL BE STRANDED COPPER TYPE THHN; OR TWISTED, UNSHIELDED PAIRS, AS APPLICABLE. ALL COMMUNICATION WIRES SHALL BE TWISTED, SHIELDED PAIRS. ALL WIRE SIZES (GAUGES) SHALL BE AS RECOMMENDED BY SYSTEM MANUFACTURER                                      |
| 5.               | WIRING ABOVE CEILINGS MUST BE APPROVED FOR PLENUM USE. WIRING IN EXPOSED AREAS SHALL BE IN CONDUIT AND THE CONDUIT AND BOXES SHALL BE PAINTED RED PRIOR TO INSTALLATION. WIRING ON FINISHED EXPOSED SURFACES (IN LOBBIES, CORRIDORS, OFFICES ETC.) SHALL BE IN SURFACE METAL RACEWAY AS APPROVED BY THE OWNER. |
| 6.               | THE ENTIRE FIRE ALARM SYSTEM SHALL BE TESTED SUCH THAT NEW EQUIPMENT SHALL BE 100% ACCEPTANCE TESTED PER NFPA 72.  |
| 7.               | CONTRACTOR SHALL PROVIDE WIRING AND ASSOCIATED CONDUITS/RACEWAY FROM CONTROL MODULES/MONITOR MODULES TO THE ASSOCIATED CONTROLLER.   |
| 8.               | SMOKE/CO DETECTOR IN APARTMENT SHALL INDICATE TROUBLE SIGNAL TO MAIN ALARM PANEL AND INDICATE ALARM IN INDIVIDUAL APARTMENT. ALARM SHALL PROVIDE AUDIO/VISUAL SIGNAL.  |
| 9.               | CONTRACTOR SHALL COORDINATE FIRE WATCH AND SHUT DOWNS OF FIRE ALARM SYSTEM WITH BUILDING MANAGER.  |

NO.	DATE	REVISIONS	BY	CHKD

**MARY ELAINE DASTI, P.E.**  
 GROUP MANAGER  
 LICENSED PROFESSIONAL ENGINEER  
 STATE OF NJ LICENSE NO. 24605120300

TOWNSHIP OF PISCATAWAY  
**STERLING VILLAGE FIRE ALARM SYSTEM  
 UPGRADES**  
 TOWNSHIP OF PISCATAWAY, MIDDLESEX COUNTY, NEW JERSEY  
**FIRE ALARM NOTES AND SYMBOLS**

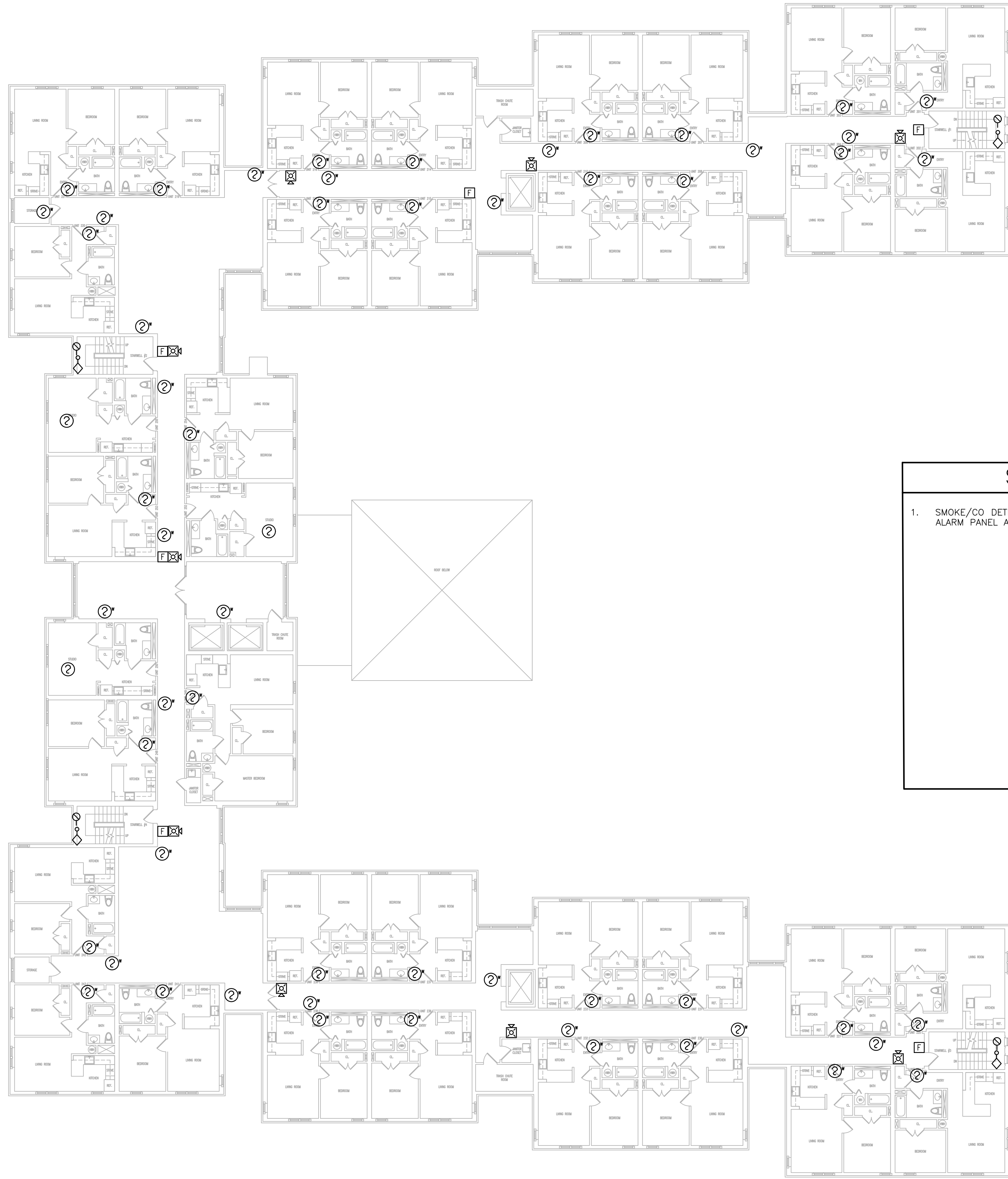
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STERLING VILLAGE- SECOND FLOOR PLAN  
 1 STERLING DRIVE  
 PISCATAWAY, N.J.

**SECOND FLOOR PLAN NOTES**

- SMOKE/CO DETECTOR IN APARTMENT SHALL INDICATE TROUBLE SIGNAL TO MAIN ALARM PANEL AND INDICATE ALARM IN INDIVIDUAL APARTMENT.

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**MARY ELAINE DASTI, P.E.**  
 GROUP MANAGER

LICENSED PROFESSIONAL ENGINEER  
 STATE OF NJ LICENSE NO. 24605120300

TOWNSHIP OF PISCATAWAY  
**STERLING VILLAGE FIRE ALARM SYSTEM  
 UPGRADES**  
 TOWNSHIP OF PISCATAWAY, MIDDLESEX COUNTY, NEW JERSEY

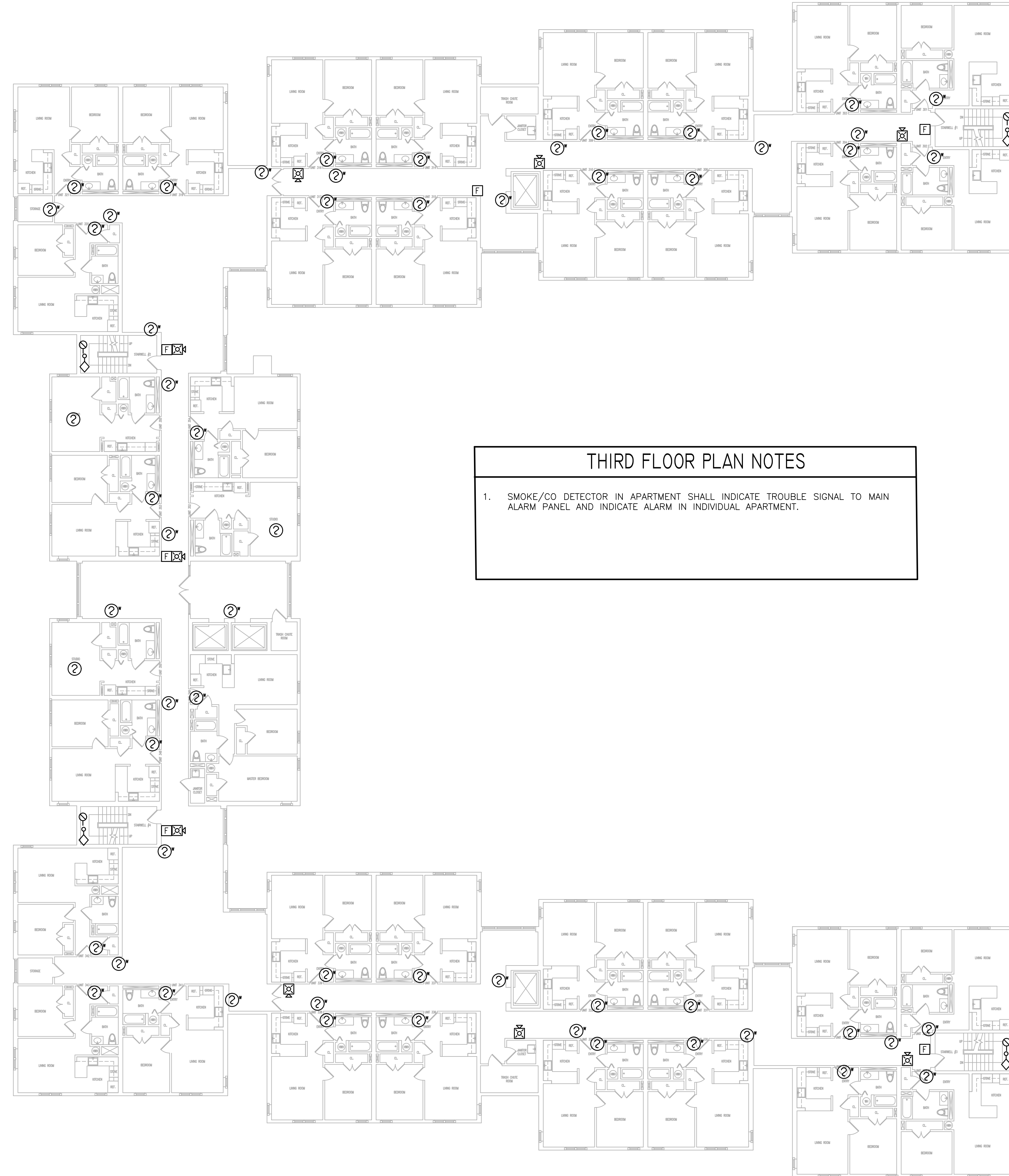
**FIRE ALARM SECOND FLOOR PLAN**

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**THIRD FLOOR PLAN NOTES**

- SMOKE/CO DETECTOR IN APARTMENT SHALL INDICATE TROUBLE SIGNAL TO MAIN ALARM PANEL AND INDICATE ALARM IN INDIVIDUAL APARTMENT.

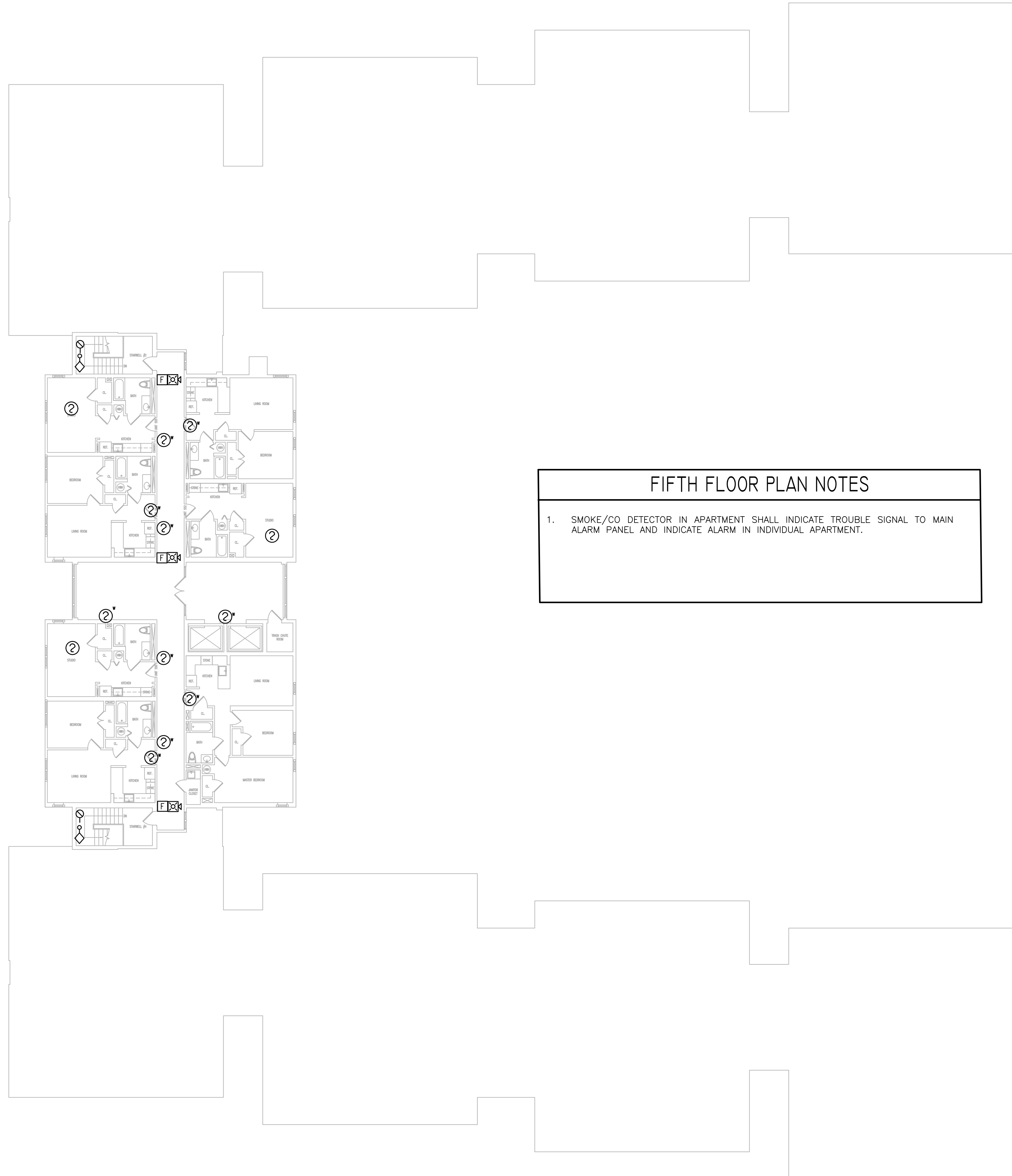
STERLING VILLAGE- THIRD FLOOR PLAN

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<p align="center"><small>OFFICES LOCATED IN:                  DELAWARE, INDIANA, KENTUCKY, MASSACHUSETTS,                  MICHIGAN, NEW JERSEY, OHIO AND PENNSYLVANIA</small></p>			<p align="center">                     MARY ELAINE DASTI, P.E.                      GROUP MANAGER                      LICENSED PROFESSIONAL ENGINEER                      STATE OF NJ LICENSE NO. 24GE05120300                 </p>	
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**FIFTH FLOOR PLAN NOTES**

1. SMOKE/CO DETECTOR IN APARTMENT SHALL INDICATE TROUBLE SIGNAL TO MAIN ALARM PANEL AND INDICATE ALARM IN INDIVIDUAL APARTMENT.

STERLING VILLAGE- FIFTH FLOOR PLAN  
 1 STERLING DRIVE  
 PISCATAWAY, N.J.

NO.	DATE	REVISIONS	BY	CHKD

**MARY ELAINE DASTI, P.E.**  
 GROUP MANAGER  
 LICENSED PROFESSIONAL ENGINEER  
 STATE OF NJ LICENSE NO. 24605120300

TOWNSHIP OF PISCATAWAY  
**STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**  
 TOWNSHIP OF PISCATAWAY, MIDDLESEX COUNTY, NEW JERSEY  
**FIRE ALARM 5TH FLOOR PLAN**

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# THE TOWNSHIP OF PISCATAWAY



# PROPOSAL SHEETS

PAGES 1-7



MARIA E CAEMMERER

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Purchasing Agent/Purchasing Specialist



**PROPOSAL FOR:**

**2022 – STERLING VILLAGE FIRE ALARM SYSTEM UPGRADES**

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**TOTAL BID IN WORDS** \_\_\_\_\_

**IN NUMBERS**

\_\_\_\_\_

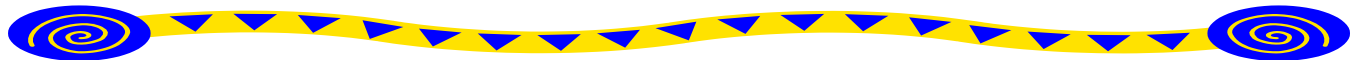
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Bid No: 2022- 02-04

# THE TOWNSHIP OF PISCATAWAY

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## SAMPLE-BID REQUIRED DOCUMENTS ONCE AWARD

All documents in this section must be submitted with the awarded Contract –These documents are **REQUIRED ONCE AWARDED ONLY.** Failure to submit the documents and other documents with the contract may be cause to reject the bid for being non-responsive.



**MARIA E. VALENTE-CAEMMERER**

Purchasing Agent/Township Secretary

# **Sample: Required ONLY Once Awarded:**

## **SAMPLE OF FORMS THAT WILL BE REQUIRED ONCE AWARDED**

**SAMPLE-AA-201  
SAMPLE-AA-202  
SAMPLE-W-9  
SAMPLE-INSURANCE CERTIFICATE  
SAMPLE-ST-13 FORM  
SAMPLE-PERFORMANCE BOND FORM.**

### **Sample- AA-202- STATE OF NJ Dept. of Monthly Payroll Forms**

**SAMPLE- WHD FORMS-U.S. DEPARTMENT OF  
LABOR WEEKLY REPORT**

**Sample-W-9- May be submitted for faster  
processed.**

**SAMPLE- ST-13 FORM- CONTRACTOR EXEMPT  
FORM.**

**SAMPLE: PERFORMANCE PAYMENT BOND FORM**

**(ANY “AIA Payment Document” ARE NOT  
ACCEPTABLE)**

**THESE SAMPLE PAGES DO NOT HAVE TO BE  
RETURNED WITH BID.**

**AUTHORIZATION TO RELEASE RECORDS**

I \_\_\_\_\_

(Print name of Applicant,) the undersigned, an employee or potential employee of

\_\_\_\_\_, (name of contractor) a being advised that the matter of security and confidentiality may be involved in the performance of the duties of such position, do hereby authorize the appropriate Township officials to fingerprint me and conduct a security check of my background and qualifications, both now and on any later date that the Township deems necessary. I understand that all such information is and will be kept strictly confidential.

I further agree to furnish to the Township of Piscataway any and all required information and documentation to establish my identity and to complete the security check. Forms returned to Township Administrator/Division of Purchasing.

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Driver's License No.

\_\_\_\_\_  
Date of Birth

PRINT NAME:

\_\_\_\_\_

Full Address:

\_\_\_\_\_

Signature of Applicant

Date

\_\_\_\_\_

\_\_\_\_\_

Witness

Date

\_\_\_\_\_

\_\_\_\_\_

# STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201  
Revised 11/11

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

**Official Use Only**

Assignment \_\_\_\_\_

Code \_\_\_\_\_

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

<b>1. FID NUMBER</b> _____	<b>2. CONTRACTOR ID NUMBER</b> _____	<b>5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT</b> Name: _____ Address: _____  CONTRACT NUMBER _____ DATE OF AWARD _____ DOLLAR AMOUNT OF AWARD _____
<b>3. NAME AND ADDRESS OF PRIME CONTRACTOR</b> _____ (Name) _____ (Street Address)  _____ (City) (State) (Zip Code)		<b>6. NAME AND ADDRESS OF PROJECT</b> Name: _____ Address: _____
<b>4. IS THIS COMPANY MINORITY OWNED <input type="checkbox"/> OR WOMAN OWNED <input type="checkbox"/></b>		<b>7. PROJECT NUMBER</b> _____
<b>9. TRADE OR CRAFT</b>		<b>8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

\_\_\_\_\_  
(Signature)

10. \_\_\_\_\_ (Please Print Your Name) \_\_\_\_\_ (Title)

\_\_\_\_\_  
(Area Code) (Telephone Number) (Ext.) \_\_\_\_\_ (Date)

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT  
WORKFORCE REPORT – CONSTRUCTION (AA201)**

---

**DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS**

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
  8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

**THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING  
THE CONTRACT AND FORWARD A COPY TO:**

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT  
P.O. BOX 209  
TRENTON, NJ 08625-0209  
(609) 292-9550**



Township of Piscataway

# Appendix Section

(Piscataway Township Performance Payment Bond Form only -  
Sample in bid)

A. Model Performance Bond Form - *Sample*

B. Surety Disclosure Statement and Certification - *Sample*

C. PISCATAWAY PERFORMANCE BOND FORM- SAMPLE

**PISCATAWAY BID BOND FORM ATTACHED.**

# SAMPLE

## TO CONTRACTOR:

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

### **Please fill out the highlighted areas numbered as follows:**

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

**SAMPLE**

### **Accompanying documents from the bonding company must include the following:**

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

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

# SAMPLE

Performance Payment Bond

## PERFORMANCE PAYMENT BOND

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

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

**(5)** Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

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

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

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

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

# SAMPLE

## Performance Payment Bond

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

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

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

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

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

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

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

# SAMPLE

Performance Payment Bond

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

**Attest :**

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
(Typed or Printed)

\_\_\_\_\_  
Principal Secretary  
\_\_\_\_\_  
(Typed or Printed)

**By:** \_\_\_\_\_ (s)  
\_\_\_\_\_  
Address

**SEAL :**

\_\_\_\_\_  
Witness to Princip

# SAMPLE

\*\*\*\*\*

**Attest :**

\_\_\_\_\_  
Surety  
**By:** \_\_\_\_\_ (s)  
\_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Surety Secretary

**SEAL :**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

# SAMPLE

## CONTRACTOR INSURANCE REQUIREMENTS

### Contractors

When the municipality lets work to a contractor, it is expected and required the contractor provide the municipality with the following minimum amount of insurance.

**a) Small Service and Repair Contractors**

- General Liability, including Products/Completed
- Operations – Limit \$500,000 CSL
- Authority to be named as additional insured
- Auto Liability: Limit \$500,000 CSL
- Coverage to include “Non-Owned and Hired Automobiles”
- Workers’ Compensation Insurance – statutory limits

**b) Larger Contractors** (Includes contractors that are doing new construction or major alterations):

Requirements are same as above with exception of limits which are to be \$ 1 Million CSL for both General and Automobile Liability.

**Note: No work shall be allowed to begin without property Insurance Certificates on file with the member municipality and approved by the Insurance producer. Also, refer back to Item #9 in the underwriting section of the Policies and Procedures Manual for Insurance requirements for pyrotechnic contractors.**

### 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)

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

**COVERAGES**

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

INSURANCE TYPE (ACORD LTR #)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
1	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PERIOD <input type="checkbox"/> LOC	Policy Number		Term	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number		Term	CORRECTED SINGLE LIMIT (EA OCCUR) \$ \$1,000,000 BODILY INJURY (EA OCCUR) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
2	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	Policy Number		Term	EACH OCCURRENCE \$ \$2,000,000 AGGREGATE \$ \$ \$
3	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	WC STATUS: <input type="checkbox"/> TOY LIMITS <input type="checkbox"/> OTHER 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 **NAME OF PROJECT AND LOCATION**

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

# 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 and avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social Security number

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.*



**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.

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

**SAMPLE**

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

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

See INSTRUCTIONS on reverse side.

**INSTRUCTIONS TO SELLERS CONCERNING  
CONTRACTOR'S EXEMPT PURCHASE CERTIFICATES - ST-13**

- 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.

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS OMB No.: 1235-0008  
Expires: 01/31/2015

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_ (Contractor or Subcontractor)

\_\_\_\_\_ (Building or Work); that during the payroll period commencing on the

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full \_\_\_\_\_ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 94-63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 145), and described by \_\_\_\_\_

**SAMPLE**

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

# SAMPLE

## INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT- ( AA202)

1. Enter the prime contractor's name, address and zip code number.
2. Enter the **CONTRACTOR ID NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e., 1/1/00 – 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the **PROJECT NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (J=Journeyworker, AP=Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.
13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.  
(A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).  
(B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.  
(B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification.  
(A) Enter the Total Cumulative minority work hours for each craft at each level of classification.  
(B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.  
(B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

THE CONTACTOR SHOULD RETAIN ONE COPY AND SUBMIT A COPY TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT. ANOTHER COPY MUST BE FORWARDED TO:

New Jersey Department of Labor & Workforce Development  
Construction EEO Compliance Monitoring Program  
PO Box 209  
Trenton, NJ 08625-0209  
609 292-9550

# State Of New Jersey

Department of Labor & Workforce Development  
Construction EEO Compliance Monitoring Program

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

For instructions on completing the form, go to: <a href="http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf">http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf</a>		3. F ID or SS Number		
1. Name and address of Prime Contractor  (NAME)		2. Contractor ID Number	4. Reporting Period	
(ADDRESS)		5. Public Agency Awarding Contract <span style="float: right;">Date of Award</span>		
(CITY) <span style="float: right;">(STATE) (ZIP CODE)</span>		6. Name and Location of Project <span style="float: right;">County</span>		
		7. Project ID Number		

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSIFICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL	13. WORK HOURS		14. % OF WORK HRS		15. CUM. WORK HRS		16. CUM. % OF W/H			
				A.	B.	C.	D.	E.	F.	NO. OF MIN. EMP.	TOTAL WORK HOURS	A.	B.	A.	B.	TOTAL WORK HOURS	A.	B.	A.	B.
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES			MIN. W/H	FEMALE W/H	% OF MIN. W/H	% OF FEMALE W/H		MIN. HOURS	FEMALE HOURS	% OF MIN. W/H	% OF FEM. W/H
			J																	
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SAMPLE

17. COMPLETED BY (PRINT OR TYPE)

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(NAME) (SIGNATURE) (TITLE)

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(AREA CODE) (TELEPHONE NUMBER) (EXT.) (DATE)

# THE TOWNSHIP OF PISCATAWAY



LAST PAGE