

**Bid No. 2022-08-19**

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

**“2023-2024 HVAC MAINTENANCE SERVICES”**

**MAYOR**  
**BRIAN WAHLER**

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

**BUSINESS ADMINISTRATOR**  
TIMOTHY J. DACEY

**TOWNSHIP CLERK**  
MELISSA A. SEADER

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

**ANY QUESTIONS MUST BE E-MAILED TO [Purchasing@piscatawaynj.org](mailto:Purchasing@piscatawaynj.org) NO LATER THAN AUGUST 10, 2022. @ 12noon. PHONE CALLS WILL NOT BE ACCEPTED THERE WILL BE NO EXCEPTIONS.**

Bid Opening Date: Thursday, August 18, 2022 AT 2:00 PM

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

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

\_\_\_\_\_

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

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

**THE TOWNSHIP OF PISCATAWAY**



**TOWNSHIP OF PISCATAWAY**

**GOOD & SERVICES**



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NOTICE TO BIDDERS  
TOWNSHIP OF PISCATAWAY  
MIDDLESEX COUNTY, NEW JERSEY

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Business Administrator or designated representative, for the Township of Piscataway, on **THURSDAY, AUGUST 18, 2022 at 2:00PM** prevailing time in Council Chambers, Township of Piscataway, Administration Building, 455 Hoes Lane, Piscataway, NJ 08854 at which time and place bids will be publicly read by live broadcast via zoom as listed below. Bids will be publicly opened and reviewed for completeness for the following:

**“2023-2024 –HVAC MAINTENANCE SERVICES”**

Bids must be made on standard proposal form, be enclosed in a sealed package bearing the name and address of bidder and the words **“2023-2024-HVAC MAINTENANCE SERVICES”** 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 municipal staff is out to lunch. 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*

“In order to make sure your bid is timely received and included in the bid opening at 2:00pm, the Township recommends that you drop off your sealed bid by or before 12:00pm. Bids will then be opened via zoom at 2:00pm.”

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

**SITE VISIT: 8/3/2022@ 8:00am**

*A walkthrough of all the buildings to be serviced shall be conducted by a representative of the Township. All prospective bidders shall meet at the Piscataway DPW yard at 505 Sidney Rd., Piscataway, NJ 08854 where the walkthrough will commence.*

Question and Answer Due Date: August 10, 2022 by 12 Noon, E-mail only to:  
[Purchasing@piscatawaynj.org](mailto:Purchasing@piscatawaynj.org)

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

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

**During the Covid-19 pandemic, while the statewide “State of Emergency” declaration is still in effect in according with Executive Order 107 all proposal packets will only be read and opened electronically “BROADCAST LIVE” via ZOOM Bid opening. The Municipal building is closed due to the Covid-19 restrictions. Once the bid opening is concluded bidders must call the Purchasing**

**Agent @ 732-562-2321 to set an appointment if bidders wishes to review any of the bids. All bids shall be kept sealed , and will be received and publicly opened on the proposal opening date and time in the Township Council Chambers using Virtual teleconferencing which can be access by logging in to zoom in the following manner:**

**Join Zoom Meeting:**

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: 2023-2024 HVAC MAINTENANCE SERVICES FOR THE TOWNSHIP BUILDINGS.

Time: Aug 18, 2022 02:00 PM Eastern Time (US and Canada)

<https://us02web.zoom.us/j/86459258324?pwd=aS9STIQ5MGFzV295Rkx1R1JjSXlsZz09>

Meeting ID: 864 5925 8324

Passcode: 285626

One tap mobile

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Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Meeting ID: 864 5925 8324

Passcode: 285626

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

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

**Bid NO: 2022- 08-19**

**TOWNSHIP OF PISCATAWAY: “2023-2024 HVAC MAINTENANCE SERVICES”**

**PRE-BID Conference / Site Visit Date: AUGUST 3, 2022 @ 8:00am**

*A walkthrough of all the buildings to be serviced shall be conducted by a representative of the Township. All prospective bidders shall meet at the Piscataway DPW yard at 505 Sidney Rd., Piscataway, NJ 08854 where the walkthrough will commence.*

**Bidder’s Electronic Question Due Date: AUGUST 10, 2022 @12NOON @**

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

**Bid Submission Due Date: THURSDAY AUGUST 18, 2022 @2:00PM**

*Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid by or before 12:00noon. The Municipal building is closed to the public due to the Covid-19. Piscataway staff is out to lunch from 12:30 pm - 1:30 pm.*

**“In order to make sure your bid is timely received and included in the bid opening at 2:00pm, the Township recommends that you drop off your sealed bid by or before 12:00pm. Bids will then be opened via zoom at 2:00pm.”**

**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: 2023-2024-HVAC MAINTENANCE SERVICES FOR THE TOWNSHIP BUILDINGS

Time: Aug 18, 2022 02:00 PM Eastern Time (US and Canada)

### Join Zoom Meeting

<https://us02web.zoom.us/j/86459258324?pwd=aS9STlQ5MGFzV295Rkx1R1JjSXlsZz09>

Meeting ID: 864 5925 8324

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+1 646 931 3860 US

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

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+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

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# THE TOWNSHIP OF PISCATAWAY



# INSTRUCTIONS TO BIDDERS

PAGES 1-17



MARIA E. VALENTE-CAEMMERER

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Purchasing Agent



**IV**  
**INSTRUCTIONS TO BIDDERS**

**NOTE: - ANY QUESTIONS MUST BE SUBMITTED IN WRITING PER SECTION XV, BY E-MAIL TO: [PURCHASING@PISCATAWAYNJ.ORG](mailto:PURCHASING@PISCATAWAYNJ.ORG) . PHONE CALLS WILL NOT BE ACCEPTED.**

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

Specifications and instructions to bidders may be obtained on the Township website <http://bids.piscatawaynj.org/>. Bid documents will not be mailed. Bidders may contact the Purchasing office by E-mail only at: [Purchasing@piscatawaynj.org](mailto:Purchasing@piscatawaynj.org) regarding questions or additional information about the bid specifications.

***SECTION I                      PREPARATION AND SUBMITTAL OF BIDS***

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

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

**Bid No: 2022-08-19**  
**Name of Bidder:**  
**Address of Bidder:**  
**Name of the Bid:**

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

**Bid Name: "2023-2024 HVAC NAINTENANCE SERVICES".**

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

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

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

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

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

**“In order to make sure your bid is timely received and included in the bid opening at 2:00pm, the Township recommends that you drop off your sealed bid by or before 12:00pm. Bids will then be opened via zoom at 2:00pm.”**

*Due to the COVID 19: To drop off your sealed bids please call Purchasing @ 732-562-2321. Purchasing will be accepting the bids outside in front of the municipal building and will be opening the bids by via zoom @2pm. Municipapl staff is out to lunch from 12:30pm-1:30pm.*

**Site Visit: August 3, 2022 @ 8:00AM**

*A walkthrough of all the buildings to be serviced shall be conducted by a representative of the Township. All prospective bidders shall meet at the Piscataway DPW yard at 505 Sidney Rd., Piscataway, NJ 08854 where the walkthrough will commence.*

**Bidder’s Electronic Question Due Date: August 10, 2022 @ 12:00 NOON at:**

**[purchasing@piscatawaynj.org](mailto:purchasing@piscatawaynj.org)**

ADDENDUM WILL BE POSTED in the bid website: [www.piscatawaynj.org](http://www.piscatawaynj.org)

You may send your Bid thru FedEx, UPS or Hand Delivered. The Municipal Building is closed to the public due to the Covid-19. If you are, hand delivering Due to the Coronavirus, please call Maria in Purchasing to arrange to drop off your sealed bid: Purchasing will meet you in the front of the Municipal building to accept your sealed bid. Purchasing can be reached @ 732-562-2321

“In order to make sure your bid is timely received and included in the bid opening at 2:00pm, the Township recommends that you drop off your sealed bid by or before 12:00pm. Bids will then be opened via zoom at 2:00pm.”

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**Meeting ID: 864 5925 8324**

**Passcode: 285626**

## **REQUEST FOR BIDS** **GOODS & SERVICES**

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

**Bid No. 2022-08-19      2023-2024- HVAC MAINTENANCE SERVICES**

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Attention Purchasing Agent  
455 Hoes Lane  
Township of Piscataway, NJ 08854  
Phone: 732-562-2320  
E-mail: [purchasing@piscatawaynj.org](mailto:purchasing@piscatawaynj.org)

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

Title: **2023-2024- HVAC MAINTENANCE SERVICES**  
Bid No.:      **2022-08-19**  
Name and Address of the Bidder:  
Date:              **Thursday, August 18, 2022**  
Time:              **2:00 p.m.**

The bid opening process will begin on the above advertised date and time at Administrative offices located at 455 Hoes Lane, Piscataway, NJ 08854. Bids shall be submitted to the Purchasing office at the bid opening meeting, prior to the advertised date and time. On the advertised date and time, the Purchasing Agent shall publicly receive and open all bids LIVE BROADCAST VIA ZOOM in the Municipal Council Chambers. **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.

**“In order to make sure your bid is timely received and included in the bid opening at 2:00pm, the Township recommends that you drop off your sealed bid by or before 12:00pm. Bids will then be opened via zoom at 2:00pm.”**

### **Site Visit: 8/3/2022 @ 8:00AM**

*A walkthrough of all the buildings to be serviced shall be conducted by a representative of the Township. All prospective bidders shall meet at the Piscataway DPW yard at 505 Sidney Rd., Piscataway, NJ 08854 where the walkthrough will commence.*

*Due to the COVID 19: To drop off your sealed bids please call Purchasing @ 732-562-2321. Purchasing will be accepting the bids outside in front of the municipal building and will be opening the bids VIA ZOOM @2PM.. Please, drop off your sealed bid by 12noon. Municipal Staff is out to lunch from 12:30-1:30pm.*

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

*Topic: 2023-2024-HVAC MAINTENANCE SERVICES*

*Time: Aug 18, 2022 02:00 PM Eastern Time (US and Canada)*

*Join Zoom Meeting*

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*+1 253 215 8782 US (Tacoma)*

*Meeting ID: 864 5925 8324*

*Passcode: 285626*

**SECTION II                    SIGNATURE OF BIDDERS**

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

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

**SECTION III                    BUSINESS REGISTRATION CERTIFICATE**

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

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

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

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

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

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

***SECTION IV BIDDER'S AFFIDAVIT***

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

***SECTION V AFFIRMATIVE ACTION AFFIDAVIT***

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

***SECTION VI AFFIDAVIT OF NON-COLLUSION***

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

***SECTION VII CORPORATE DISCLOSURE AFFIDAVIT***

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

***SECTION VIII WITHDRAWAL OF BID***

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

***SECTION IX AWARD OF CONTRACT***

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

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

The Township Council of the Township of Piscataway shall determine whether a bidder is both responsive and responsible and may require a bidder to submit additional documentary evidence to support the statements made by a bidder or its qualifications. The Township

Council of the Township of Piscataway may also require a bidder to show his/her/its equipment, and every bidder in submitting a bid agrees to furnish additional information which may be required by the Township of Piscataway.

The award of the Contract for this service will not be made unless the Township's Chief Financial Officer has certified the necessary funds in a lawful manner.

#### ***SECTION XI TAX EXEMPTION***

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

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

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

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

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

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

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

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

**W-9- REQUIRED REQUIRE ONCE AWARDED:** Sample-May be submitted for faster process. Strongly encouraged to be submitted with the bid. **Required Once Awarded.** Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to Contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf).



## **SECTION XI**

### **NOTICE (AUTHORIZATION) TO PROCEED**

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

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

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

## **SECTION XII**

### **WORK HOURS / INSPECTION**

The contractor shall work only during the normal work hours of the Township unless authorized by the Township Engineer/ DPW /Code Enforcement /Department of Public Works 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.

**SECTION XIII      INDEMNIFICATION AND INSURANCE COVERAGE**

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

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

Indemnification

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

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

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

Insurance

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

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

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

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

1. Workmen's Compensation and Employers Liability Insurance

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

2. Comprehensive General Liability

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

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

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

3. Comprehensive Automobile Liability

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



## **ADDITIONAL INSTRUCTIONS**

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

### ***SECTION XV INTERPRETATION AND ADDENDA***

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

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

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

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

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

## **DISCREPANCIES IN BIDS**

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

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

## **BID GUARANTY**

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

## **CONSENT OF SURETY**

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

## **PERFORMANCE BOND**

Prior to the execution of the contract, the successful bidder will be required to furnish a bond in the full amount of the bid for the faithful performance of the contract, effective for the full term of the contract, in the amount equal to the total contract price. **FAILURE TO SUBMIT THIS WITH THE EXECUTED CONTRACT SHALL BE CAUSE FOR DECLARING THE CONTRACT NULL AND VOID.**

**\*\*AIA- Document A101 will not be accepted by The Township. Bidders must use Township Performance Payment Bond Form in the bid.**

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

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

***MATERIAL SAFETY DATA SHEET***

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

***AMERICAN GOODS AND PRODUCTS***

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

***AMERICANS WITH DISABILITIES ACT (ADA)***

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

**PAYMENT**

Generally, the Township of Piscataway processes checks within 30 days of invoicing. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance.

**Background Checks Finger Prints and & Authorization  
Release Records:**

All employees of the Contractor will sign an Authorization to Release Records Form and submit to finger printing and background checks at the expense of the Contractor. The Contractor shall provide a report of the results of each employee to the Township Administration/Purchasing Office. No employee may begin work until cleared by the NJ State Police/TOWNSHIP. AUTHORIZATION TO RELEASE RECORDS will be attached to the Contract Once awarded. All such information is and will be kept strictly confidential.

Reports must be submitted to:  
Township of Piscataway  
Administrator/Purchasing Agent  
455 Hoes Lane  
Piscataway, NJ 08854



REMINDER BID CHECKLIST (B)

**B. Reminder Checklist**

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

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered every question fully and accurately?		
3. Have you signed all your documents <b><u>(Blue Ink)?</u></b> No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Did you make a duplicate copy of the bid for the Township?		
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 Purchasing Office?		
<hr/> 10. Bid Cover Page: Name, Address, Phone Number, E-mail Address? 11. Certificate of Employee Information Report? 12. NJ BRC? 13. Current Insurance Certificate? 14. W-9?		

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

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

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

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

**THE TOWNSHIP OF PISCATAWAY**

**“2023-2024 HVAC MAINTENANC SERVICES”**



**SPECIFICATIONS**

**Pages 1- 14**



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Purchasing Agent/Township Secretary

## **SPECIFICATIONS FOR 2023-2024 HVAC MAINTENANCE SERVICES**

### **Intent**

It is the intent of the Township of Piscataway to enter into a contract with the lowest responsible and responsive bidder to provide HVAC maintenance and emergency repair services to all Township owned systems on an as needed basis.

It is the intent of these specifications to detail the contractor's duties, responsibilities and requirements; to instruct the bidder on the manner and method of submitting a bid; and to define the terms and conditions of said contract.

### **Scope of Work**

As further defined within the specifications, the successful contractor shall provide prompt, professional service in a safe and efficient manner to the HVAC systems at the locations outlined on attached Schedule A.

Such service shall necessitate troubleshooting the systems and upon the findings of the technician, the service shall include but not be limited to:

- Repair, replace and maintain any and all components of the HVAC system.
- Maintain, repair, assemble, and install condensers, compressors, motors, heat exchangers, heat pumps, stationary boilers, cooling towers, and other units of heating, ventilating, and air conditioning equipment.
- Assemble and connect pipes and ducts used in piping refrigerants, steam, hot water, and warm or conditioned air.
- Overhaul and repair pumps, compressors, controls, piping, ducts, and other equipment used in heating, ventilating, and air conditioning systems.
- Calibrate thermostats.
- Check the operation of the water-cooling tower and drain water lines when switching from air conditioning to heating.

### **Questions**

All bidders are to thoroughly read and familiarize themselves with all the aspects of the bid package. If after reading the complete package you still have questions or concerns or you are unsure of the meaning of a requirement or terms of the proposal then please direct those questions and concerns in writing to the Purchasing Agent, 455 Hoes Lane, Piscataway, New Jersey, 08854. For further guidance she may be contacted by phone at 732-562-2321 during normal weekdays between 8:30 a.m. and 4:30 p.m.

### **Minimum Bidder Requirements**

Bidders are required to be knowledgeable in and comply with all applicable local, state and federal laws, rules and regulations associated with the goods and/or services specified herein.

Bidders are required to comply with the New Jersey Prevailing Wage Act of 1963 Chapter 150 as described in the Instructions to Bidders and “The Public Works Contractor Registration Act”.

Bidders are required to adhere to the official wage rates as mandated by the Act. While a copy of the current Prevailing Wage Rate Determination is provided with the bid package, it is the bidders responsibility to contact the Department of Labor to ensure that no changes to the Prevailing Wage Rate Determination has been or will be made prior to the bid opening date.

The successful contractor will be required to complete Payroll Certification forms and submit copies to the Township of Piscataway, Department of Administration in compliance with New Jersey State Prevailing Wage Act N.J.S.A. 34:11-56.25 et seq.

Bidders are required to be in business performing the type of work required under this contract for a period of not less than five (5) years at the time of the bid submittal.

Bidders and their technicians are required to have the necessary technical knowledge and knowledge of principles and theories of refrigeration cycles and temperature measurement to properly advise the Township on any matters of improving the conditions of any of the systems inspected, worked on or otherwise comes to the attention of the technician.

Bidders and their assigned technicians are required to have the necessary knowledge of occupational hazards and safety precautions involved in the repair and maintenance of heating, ventilating, and air conditioning equipment and the ability to take the needed safety precautions in performing the work. Bidders are required to provide all necessary tools, equipment, parts, materials as well as all other items necessary for the successful performance of the contract.

### **Bid Proposal**

Bidders shall indicate on the Bid Proposal sheet the labor charge per hour to the Township. No additional charges will be made to the Township. The bidder’s prices will be all inclusive to include but not limited to time of day, travel time, transportation mileage, breaks, or for picking up or delivery of parts.

Any bid submitted with an hourly rate lower than the prevailing wage rate will be rejected in it’s entirety without further consideration.

Bidders shall indicate on the Bid Proposal sheet the percentage on the Manufacturers Suggested Retail Price (MSRP) either discounted (-) or mark up (+) that will be charged to the Township for parts and material. Failure to indicate discount or mark up will result in immediate rejection of the bid.

The bidder by submission of the proposal certifies that he has carefully examined the Bidders Information and Specifications and fully understands the requirements, conditions, and terms contained therein.

### **Additional Submittals**

Bidders must submit with their proposal a copy of their Public Works Contractor Registration Certificate. Those who do not possess a certificate are not eligible to bid and will be immediately rejected without further consideration.

Bidders must submit with their proposal, copies of the license of each technician who will be assigned to this contract. Only those individuals whose licenses are submitted will be authorized to work under this contract.

Bidders must submit with their proposal a list of all New Jersey counties, municipalities, authorities, boards and utilities for which they have performed or are currently performing work to include phone numbers and contact names.

### **Award**

Award of this bid shall be made to the most responsive and responsible bidder being in full compliance to all general, technical and administrative requirements offering the lowest cost as stated below.

Both labor costs and material costs will be considered to determine which bid is most advantageous for the Township. The total cost will be the basis of award.

The bidder offering the lowest labor rate will be awarded the bid in the case of tie bids.

### **Contract**

The Township of Piscataway shall not guarantee a minimum expenditure for additional repair services.

The labor rate shall remain firm fixed for the duration of the contract provided the awarded bid price does not fall below any revised prevailing wage adjustments by the State. Should the awarded rate fall below the prevailing wage rate the Township shall authorize an increase to the new prevailing wage rate upon written request by the contractor.

The discount on parts shall remain firm fixed for the duration of the contract.

This bid is for two (2) one-year contracts. Award for the second year will be based on the satisfactory completion of the first year, the availability of funds and if deemed in the best interest of the Township.

***Unless otherwise approved by the Director maintenance shall occur four (4) times per year within the months herein set forth: January in winter, April in spring, July in summer and October in fall.***

## **Work Performance**

Absolutely no services will be performed that has not been authorized. No payments will be made for services not authorized.

The contractor shall ensure that utmost care be given to detail and workmanship on Township equipment so that it functions efficiently and correctly. All repair work must be accomplished in an expert and expeditious manner.

Only those technicians with licenses on file in the Department of Public Works Office are authorized to perform work on Township equipment.

Most services will be required during normal DPW work hours (7:00 am to 4:30 pm) on normal workdays (Monday through Friday). Some repairs may be required at times and days other than stated above. Any extensive work that may need to be done will be scheduled after hours for the safety of the general public and to prevent any disruption of municipal services.

The contractor is required to respond to emergency calls within **one hour by phone and be on site within two hours**. The Township Business Administrator or his designee will be the sole determinant as to whether the condition is a true emergency. Since the Municipal Building never closes, emergency service must be available on a **twenty four-hour basis, 365 days** a year.

Upon arrival, service technicians shall meet with the Supervisor or his authorized representative and sign-in prior to performing any required work, unless alternative arrangements have been made.

The contractor will inspect the equipment prior to performing any work. Service technicians shall have a minimum preauthorized repair time of one (1) hour.

Labor time or material costs anticipated to be in excess of the preauthorized amounts must get prior approval from the Director of Public Works or the Supervisor after consultations with the Director of Public Works.

Labor time anticipated being in excess of 4 hours or material costs in excess of \$500.00 may require a written estimate. Written estimates shall be at no additional cost to the Township.

Written estimates will include an itemized list of anticipated replacement parts, indicate if the parts are new or rebuilt, shows both the MSRP price and discounted price and the estimated labor time necessary for the repairs at the rate indicated on the bid proposal.

If at the discretion of the Director of Public Works the estimate is unsatisfactory in any aspect, the Director has the authority to solicit additional estimates from other service providers and shall choose the estimate most advantageous to the Township. In accordance with State regulated purchasing procedures, the Township reserves the right

to purchase any or all parts from other vendors and provide the contractor with those replacement parts.

All parts will be Original Equipment Manufacture (OEM) parts. No used or refurbished parts will be used unless specifically authorized by the Director of Public Works or a duly recognized representative. **Replaced parts during maintenance and repairs shall be presented to the Director of Public Works or his duly authorized representative prior to being discarded.**

Estimates shall be submitted to the Department of Public Works either hand delivered to the Director or his designee, faxed to the office at 732-529-2501, ATTENTION DIRECTOR OF PUBLIC WORKS or emailed to ggaspari@piscatawaynj.org.

The Director of Public Works will review the estimate and verify labor time allocation and parts pricing prior to the acceptance or rejection of the proposal.

Should the Township accept the proposal the contractor shall be responsible for taking proper care of the equipment. The contractor shall assume all responsibility for the actions of his employees while engaged in any work connected with this contract.

All broken or non-repairable parts are to be removed and replaced. The Director of Public Works must approve any additional repair service or parts beyond the original estimate the contractor deems necessary.

Upon completion of the work or if it becomes necessary for the technician to leave the premises for any reason, the Director of Public Works or his authorized representative must be notified and the technician must sign-out. The contractor at no additional charge will correct any repairs or services not properly performed to the satisfaction of the Township.

Each item in schedule B must be filled with the technician's initials indicating completion of the task for each building in the contract. If a task is not necessary due to the nature of the system, the abbreviation "N/A" shall be added along with the technician's initials. The building being serviced shall be indicated on the schedule. A copy of the completed schedule shall be submitted to the Director of Public Works or his duly authorized representative. **Payment shall be withheld if this schedule is not completed.**

## **ADDRESSES OF VARIOUS TOWNSHIP BUILDINGS**

A.	SENIOR CENTER	700 BUENA VISTA AVE.
B.	D P W (DEPARTMENT OF PUBLIC WORKS)	505 SIDNEY RD.
C.	PUBLIC SAFETY BUILDING	555 SIDNEY RD.
D.	MUNICIPAL BLDG	455 HOES LN.
E.	J F K LIBRARY (JOHN F. KENNEDY LIBRARY)	500 HOES LN.
F.	WESTERGARD LIBRARY (JOHANNA W. WESTERGARD LIBRARY)	20 MURRAY AVE.
G.	FIRE TRAINING GROUNDS	171 BAEKELAND AVE.
H.	RECREATION BUILDING	129 ACADEMY ST.
I.	FIRE COMMISSIONERS BUILDING	102 NETHERWOOD AVE.
J.	OFFICE OF EMRGENCY MANAGEMENT BUILDING	1601 WEST 4 <sup>TH</sup> ST.
K.	LITTLE LEAGUE BULDING	495 SIDNEY RD.
L.	STERLING VILLAGE	1 STERLING DR.
M.	THE METLAR HOUSE	END OF LOGAN LN
N.	ARBOR FIRE HOUSE POLICE COMMUNICATIONS	1780 W. 7 <sup>TH</sup> ST.

## **HVAC MECHANICALS AT VARIOUS TOWNSHIP BUILDINGS**

### **A. Senior Center**

1- LENNOX Model # LGH120H4BH2Y, Serial # 5612H12126 – w/filters and belts  
1- LENNOX Model # LGH092H4BH1Y, Serial # 5612H12129 – w/filters and belts  
1- LENNOX Model # LGH092H4BH1Y, Serial # 5612H12128 – w/filters and belts  
1- LENNOX Model # LGH102H4BH1Y, Serial # 5612H12133 – w/filters and belts  
1- LENNOX Model # LGH102H4BH1Y, Serial # 5612H12132 – w/filters and belts  
1- LENNOX Model # LGH102H4BH1Y, Serial # 5612H12134 – w/filters and belts  
1- LENNOX Model # LGH102H4BH1Y, Serial # 5612H12135 – w/filters and belts  
1- LENNOX Model # LGH036S4TU1Y, Serial # 5612H13269 – w/filters and belts



1- Bathroom Fan w/belt

3 – Split System Units

1- DAIKIN Model # RZQ24PVJU9, Serial # A000919

1- DAIKIN Model # RZQ24PVJU9, Serial # A000910

1- DAIKIN Model # RZQ24PVJU9, Serial # A000980

**B. DPW (DEPARTMENT OF PUBLIC WORKS)**

Rooftop Air Handler (Cooling Only)

1 – Johnson Controls Model # V3W222ABE3A3BCECB, Serial # N1C8623106 w/filters and belts

13 – Rooftop Fans – w/belts

Hanging Unit in Mechanics' Garage (Heating Only)

1 – UNIT Make, Model # and Serial # to be determined in field – w/filters and belts

Boilers – startup and shutdown

1 - LOCHINVAR POWER - fin Model PBN1002, Serial # I13H00254066

1 - LOCHINVAR POWER - fin Model PBN1002, Serial # I13H00254066

1- Heating Air handler (In boiler room)

CARRIER Model # 39BA050D27, Serial # 784683646 w/filters and belts

**C. PUBLIC SAFETY BUILDING**

5 – TRANE Attic Airhandlers (Heating and Cooling)

Model # TSCB01740D, Serial # KO6H00261A w/filters and belts

Model # TSCB01740D, Serial # KO6H00283A w/filters and belts

Model # TSCB01240D, Serial # KO6H00270A w/filters and belts

Model # TSCB01040D, Serial # KO6H00293A w/filters and belts

Model # TSCB00840D, Serial # KO6H00301A w/filters and belts

5 – ACCU Condensers for the Airhandlers – Inspect and clean

10 – Attic Fans w/belts

2 – Split System Units and Condensers (Cooling Only) – w/filters

2 - DAIKIN Air-Cooled Scroll Chillers

Tag: ACCH-1, Model # AGC060E, Serial # STNU190900230

Tag: ACCH-2, Model # AGC060E, Serial # STNU 190900228

1 - ENVIRO-TEC Direct Drive Blower-Coil Unit Tag: AHU-6, Model # AHD, Serial # 6KGM 004626 w/filter

1 – TRANE Split System Heat Pump Tag: HP-1/AC-1, Model # PLA-A18EA7, Serial # 83A05198B

1 – TRANE Air Conditioner Tag: HP-1/AC-1, Model # PUZ-A18NKA7, Serial # 96U13129C

5 – TRANE Air Heating and Cooling Coils

Tag: CHWC-1, DUWB37, Serial # H19H35115

- Tag: CHWC-2, DUWB32, Serial # H19H35118
- Tag: CHWC-3, DUWB32, Serial # H19H35117
- Tag: CHWC-4, DUWB27, Serial # H19H35116
- Tag: CHWC-4, DUWB27, Serial # H19H35119
- 1 – MA Remote Controller Tag: HP-1/AC-1, Model # PAR-33MAA-J
- 1 – GLYCOL MANAGEMENT SYSTEM Tag: GMS-1, Model #301000, Serial
- 2 – L. WINIK & ASSOCIATES Power XL VFDs
  - Tag: SCHWP-1 Model # EHB0161A1KU0E00000E, Serial # 12912661
  - Tag: SCHWP-1 Model # EHB0161A1KU0E00000E, Serial # 12912662
- 2 – SIEMENS COMBINATION STARTERS
  - Tag: PCHWP-1 Model # SCN282A21DUE
  - Tag: PCHWP-2 Model # SCN282A21DUE
- 4 – WALES DARBY In-Line Pumps
  - Tag: PCHWP-1, Model # KV2009AE2JCC731M
  - Tag: PCHWP-1, Model # KV2009AE2JCC731M
  - Tag: SCHWP-1, Model # KV2009AE2JCC717M
  - Tag: SCHWP-2, Model # KV2009AE2JCC717M
- 5 - WALES 1600 Series Pumps
  - Tag: HWP-1, Model # 1615E3E10132096
  - Tag: HWP-2, Model # 1615E3E10132096
  - Tag: HWP-3, Model # 1615E3E10132096
  - Tag: HWP-4, Model # 1615E3E10132096
  - Tag: HWP-5, Model # 1615E3E10132096
- 2- RAYPACK Boilers - startup and shutdown
  - Model # H6-0962, Serial # 9808151670
  - Model # H6-0962, Serial # 9808151671

**D. MUNICIPAL BUILDING**

Basement Air Handler (Heating and Cooling)

1- ENVIRO-TEC Model # MQL10-ARRZ – w/filters and belts

Air Cooled Water Chiller - startup and shutdown

1 – MCQUAY Model # AGZ055BH1ZER11, Serial # STNU041100010

36 - Wall Units w/filters and belts

Make, Model # and Serial # to be determined in field at walkthrough

11 – Attic Units w/filters and belts

Make, Model # and Serial # to be determined in field at walkthrough

11- Rooftop Fans w/belts

Make, Model # and Serial # to be determined in field at walkthrough

1- Split Unit and Condenser (Cooling Only) - w/filter

Make, Model # and Serial # to be determined in field at walkthrough

Boilers - startup and shutdown

- 1- RAYPACK Model #H6-0962, Serial # 9808151751
- 1- RAYPACK Model #H6-0962, Serial # 9808151752

### **DI MUNICIPAL BUILDING NEW SYSTEM**

Air Cooled Water Chiller - startup and shutdown

- 1 – MCQUAY Model # AGZ055BH1ZER11, Serial # STNU041100010

28 – Trane Vertical Fan Coil Units w/filters – Model: FCCB

13 – Trane Horizontal Fan Coils Units w/filters – Model: FCCB

1 – Basement Trane Heating and Ventilation Unit w/filters– Model:  
UCCAA06A0C0RC012

3 – Trane Cabinet Unit Heaters w/filters and belts – Model: FFHB0201A-C0C20 AG0

3 – Loren Cook Exhaust Fans w/belts – Model: SQND

5 – Loren Cook Return Fans w/belts – Model: Gemini 100 series

Boilers - startup and shutdown

1- RAYPACK Model #H7-1005A, Serial # 1710453040

1- RAYPACK Model #H7-1005A, Serial # 1710453041

### **E. JFK LIBRARY**

Air Handlers (Heating and Cooling)

1 - TRANE Model # MCCB0201UA0C06A, Serial # KO7A11144 – w/filters and belts

1 – TRANE Model # MCCB0201UA0C06A, Serial # KO7A10050 – w/filters and belts

1 – TRANE Model # MCCB0801UA0C06A, Serial # KO7A10037 – w/filters and belts

1 – TRANE Model # MCCB021UA0C0UA, Serial # KO7A11145 – w/filters and belts

1 – TRANE Model # MCCB030UA0C0UA, Serial # KO7A10051 – w/filters and belts

Water Chiller – Start up Shutdown

1 – TRANE – Model # TRAA100AYT01, Serial # U07B70557

Boilers – startup and shutdown

PK Boiler – NM 1000, Serial # AY070730578

PK Boiler – NM 1000, Serial # AY070730664

### **F. WESTERGARD LIBRARY**

Roof Top Airhandlers (Heating and Cooling)

1- TRANE Model # RAVC-C106A, Serial # C80L-08257 – w/filters and belts

1- TRANE Model # SACA-1503A, Serial # C80L-20133 – w/filters and belts

Ceiling Airhandlers (Heating and Cooling)

1- TRANE Model # CCDB06ALDB, Serial # K81B21837 – w/filters and belts

2- Bathroom Fans - belts

Boilers – Startup and Shutdown

1- HB SMITH Serial # CHB0265

### **G. FIRE TRAINING GROUNDS**

Air Handlers (Heating and Cooling)

1 – LENOX Model # CH23-65, Serial 3 S6002J28870 - w/filters and belts

1 – LENOX Model # CH23-51, Serial 3 S6002K19800 - w/filters and belts

1 – LENOX Model # CH23-65-S, Serial 3 S6002J28844 - w/filters and belts

ACCU units for the Airhandlers

1 - LENOX Model # HS29-060-9Y, Serial # 5802M44516 - w/filters and belts

1 – LENOX Model # HS29-060-9Y, Serial # 5802M44510 - w/filters and belts

1 – LENOX Model # HS29-042-9Y, Serial # 5802J-43254 - w/filters and belts

### **H. RECREATION BUILDING**

1 - TRANE A/C Unit Model # XC025C4HPCO, Serial # 2071TPB5G - w/filters and belts

1 - TRANE HEATER Unit Model # TXC061C5HPCO, Serial # 230328A5G - w/filters and belts

### **I. FIRE COMMISSIONER BUILDING**

1 - ENVIRO AIR A/C Unit, Model # CCW24D w/filter

Boiler – Starup and Shutdown

1 - NEW YORKER Boiler Model # CG50ANC-TJ2, Serial # 64385957

### **J. OFFICE OF EMERGENCY MANAGEMENT BUILDING**

1 - E.M.I. Unit Model # SH0090 AA 000 AA0A (Heating and Cooling) - w/filters and belts

### **K. LITTLE LEAGUE BUILDING**

Airhandlers (Heating and Cooling)

1 – TEMPSTAR Model # 39BA050D27, Serial # 84683646 - w/filters and belts

1 – TEMPSTAR Model # 39BA050D27, Serial # 84683647 - w/filters and belts

2 – TEMPSTAR ACCU Units for the Airhandlers

### **L. STERLING VILLAGE**

1 – A.C. Unit Lennox Model # LCC060S2BN1Y – w/filters and belts

Boilers – startup and shutdown

8 – Caravan Model # GG-375 HEC

### **M. METLAR HOUSE**

1 – A.C. Unit Unitary Products Model # AHP48D3XH21A, Serial # AOL6049091 – w/filter

1 - A.C. Unit Unitary Products Model # K4EU090A33A, Serial # NOM6261230 – w/belt and filters

1 - Mitsubishi Mini-split Unit Model # PEADA30Aa4, Serial # 39W00997 - w/filter

Boilers – startup and shutdown

1 – Weil Mclain, Model # WGO-5, Serial # 550201174 - w/filter

### **N. ARBOR FIRE HOUSE POLICE COMMUNICATIONS**

1 – A. C./Heating Unit Bard Manufacturing, Inc. Model # W24A1-A05BPXXXJ, Serial # 314D122901008-02 – w/filter

### **O. DPW CELL TOWER ENCLOSURE**

1 – A.C. Units (2) Bard Manufacturing, Inc. Model # WA372-A10, Serial #225F062190459-02 and Serial#225F062190450-02 w/filter

***NOTE: All boilers shall receive a complete inspection of pumps, valves, seals, couplings and all other integral moving parts and to include cleaning at the start and at the end of each heating season.***

***All other equipment to include the entire functioning system of a facility shall receive service on a quarterly basis per year as specified herein. Filters, belts and all fluids used to top off serviced equipment shall be included in the price bid for maintenance service.***

**SPECIAL NOTE:** The above schedule is a guide for all bidders to familiarize themselves with the quantity and type of equipment that is to be serviced. Prior to the bid opening date, all prospective bidders are invited to inspect all facilities with a guided walkthrough as set forth in the “Notice to Bidders”. This visual inspection shall confirm the existence of equipment set forth in the specifications. If there is a conflict between what is set forth and what is visually inspected in the field, the field-inspected equipment shall govern for maintenance purposes. It is strongly recommended that all prospective bidders attend the inspection tour. There shall be no provision to excuse any bidder from having full visual knowledge of equipment if the inspection tour is not attended.

## **SCHEDULE B**

### **HVAC MAINTENANCE AT VARIOUS TOWNSHIP BUILDINGS**

---

(INSERT NAME OF BUILDING)

- \_\_\_\_\_ PERFORM VISUAL LEAK TEST
- \_\_\_\_\_ CHECK SYSTEM OIL PRESSURE & LEVEL
- \_\_\_\_\_ CHECK ALL SYSTEM PRESSURES
- \_\_\_\_\_ CHECK & REPLACE DISPOSABLE AIR FILTERS
- \_\_\_\_\_ CHECK, REPLACE & ADJUST BELTS
- \_\_\_\_\_ CHECK SUPPLY & RETURN TEMPERATURES
- \_\_\_\_\_ CHECK CONDENSER & EVAPORATOR COILS
- \_\_\_\_\_ CHECK COOLING OPERATION
- \_\_\_\_\_ CHECK HEATING OPERATION
- \_\_\_\_\_ CHECK ALL SAFETIES
- \_\_\_\_\_ CHECK FRESH AIR ECONOMIZER OPERATION
- \_\_\_\_\_ CHECK & CALIBRATE THERMOSTATS & CONTROLS
- \_\_\_\_\_ CHECK MONITORING DEVICE
- \_\_\_\_\_ CHECK FILTER/DRIERS
- \_\_\_\_\_ CHECK MOISTURE INDICATOR
- \_\_\_\_\_ CHECK LOW AMBIENT CONTROLS
- \_\_\_\_\_ CHECK SHEAVES & DRIVES
- \_\_\_\_\_ CHECK DAMPER ACTUATORS
- \_\_\_\_\_ CHECK EXHAUST FANS
- \_\_\_\_\_ CHECK CIRCULATING PUMPS

- \_\_\_\_\_ CHECK COOLING TOWER PUMPS
- \_\_\_\_\_ CHECK TIME CLOCKS
- \_\_\_\_\_ CHECK CONDITION OF HEAT EXCHANGER
- \_\_\_\_\_ CHECK & CLEAN INDUCER ASSEMBLY
- \_\_\_\_\_ CHECK & ADJUST COMBUSTION
- \_\_\_\_\_ CHECK REVERSING VALVE OPERATION
- \_\_\_\_\_ CHECK ELECTRIC HEAT ELEMENTS
- \_\_\_\_\_ CHECK HUMIDIFIER OPERATION
- \_\_\_\_\_ CHECK EQUIPMENT FOR VIBRATION
- \_\_\_\_\_ CHECK BALANCE OF FANS & BLOWERS
- \_\_\_\_\_ CHECK ROTATION OF ALL MOTORS
- \_\_\_\_\_ CHECK CONDITION OF ALL BELTS AND PULLEYS
- \_\_\_\_\_ CHECK TEMPERATURE DROP ACROSS EVAPORATOR COIL
- \_\_\_\_\_ CHECK AND ADJUST ALL TEMPERATURE/PRESSURE CONTROLS
- \_\_\_\_\_ CHECK ALL COMPRESSOR PROTECTION DEVICES
- \_\_\_\_\_ CHECK AMPERAGE DRAW OF COMPRESSOR
- \_\_\_\_\_ CHECK SUPPLY VOLTAGE
- \_\_\_\_\_ CHECK OPERATION OF CYLINDER UNLOADERS, IF APPLICABLE
- \_\_\_\_\_ CHECK SIGHTGLASS, MOISTURE INDICATOR AND FILTER DRIERS
- \_\_\_\_\_ CHECK CONDITION OF CONDENSOR COIL
- \_\_\_\_\_ CHECK, CLEAN & FLUSH CONDENSATE DRAIN AND/OR CONDENSATE REMOVAL PUMP

- \_\_\_\_\_ CHECK OPERATION OF FRESH AIR ECONOMIZER (IF APPLICABLE)
- \_\_\_\_\_ CHECK AND ADJUST ECONOMIZER ACTUATOR MOTORS AND LINKAGE (IF APPLICABLE)
- \_\_\_\_\_ CLEAN CONDENSATE PANS & LINES
- \_\_\_\_\_ CLEAN BURNER ASSEMBLY
- \_\_\_\_\_ CLEAN HUMIDIFIER
- \_\_\_\_\_ CLEAN STRAINERS
- \_\_\_\_\_ CLEAN PERMANENT WASHABLE FILTERS (IF APPLICABLE)
- \_\_\_\_\_ CHEMICALLY CLEAN CONDENSER COILS
- \_\_\_\_\_ TIGHTEN ALL ELECTRICAL CONNECTIONS
- \_\_\_\_\_ ADJUST TOWER FLOAT ASSEMBLY
- \_\_\_\_\_ LUBRICATE ALL MOTOR BEARINGS
- \_\_\_\_\_ LUBRICATE ALL FAN BEARINGS
- \_\_\_\_\_ RE-INSTALL ALL PANELS OR COVERS
- \_\_\_\_\_ REMOVE DEBRIS FROM JOBSITE
- \_\_\_\_\_ INFORM TOWNSHIP IN WRITING OF INSPECTION RESULTS

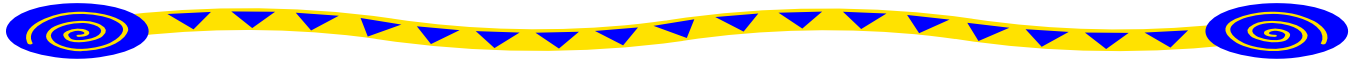
THIS CHECK LIST MUST BE COMPLETED FOR EACH BUILDING AT THE TIME THAT THE SCHEDULED MAINTENANCE IS PERFORMED OTHERWISE PAYMENT TO THE CONTRACTOR WILL BE WITHELD.

BILLING FOR BOTH THE WESTERGARD LIBRARY AND JFK LIBRARY SHALL BE SUBMITTED TOGETHER IN A SEPARATE INVOICE FROM OTHER INVOICES. SIMILARLY, BILLING FOR STERLING VILLAGE SHALL BE SUBMITTED SEPARATELY FROM INVOICES.

**Note:** Make copies of this checklist for each building and for each scheduled service.



**THE TOWNSHIP OF PISCATAWAY**



**PROPOSAL  
SHEETS**

Page 1 of 5



MARIA E. VALENTE-CAEMMERER

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Purchasing Agent

# PROPOSAL FOR 2023-2024 HVAC MAINTENANCE SERVICES

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

The undersigned bidder declares they have read the Notice to Bidders, Instructions to Bidders and Specifications attached, that they have determined the conditions affecting the bid and agrees, if this proposal is accepted, and contract purchase order awarded, to furnish specified services for the following:

## **YEAR ONE - HVAC MAINTENANCE SERVICES AT VARIOUS TOWNSHIP BUILDINGS**

- |                                |                                     |
|--------------------------------|-------------------------------------|
| A. SENIOR CENTER               | PER SERVICE \$ _____ x 4 = \$ _____ |
| B. D P W                       | PER SERVICE \$ _____ x 4 = \$ _____ |
| C. PUBLIC SAFETY BUILDING      | PER SERVICE \$ _____ x 4 = \$ _____ |
| D. MUNICIPAL BUILDING          | PER SERVICE \$ _____ x 4 = \$ _____ |
| D1. MUNICIPAL BUILDING         | PER SERVICE \$ _____ x 4 = \$ _____ |
| E. J F K LIBRARY               | PER SERVICE \$ _____ x 4 = \$ _____ |
| F. WESTERGARD LIBRARY          | PER SERVICE \$ _____ x 4 = \$ _____ |
| G. FIRE TRAINING GROUNDS       | PER SERVICE \$ _____ x 4 = \$ _____ |
| H. RECREATION BUILDING         | PER SERVICE \$ _____ x 4 = \$ _____ |
| I. FIRE COMMISSIONERS BUILDING | PER SERVICE \$ _____ x 4 = \$ _____ |
| J. OFFICE OF EMERG. MNGMT BLDG | PER SERVICE \$ _____ x 4 = \$ _____ |
| K. LITTLE LEAGUE BUILDING      | PER SERVICE \$ _____ x 4 = \$ _____ |
| L. STERLING VILLAGE            | PER SERVICE \$ _____ x 4 = \$ _____ |
| M. METLAR HOUSE                | PER SERVICE \$ _____ x 4 = \$ _____ |
| N. ARBOR FIRE HOUSE COM. CTR.  | PER SERVICE \$ _____ x 4 = \$ _____ |
| O. DPW CELL TOWER ENCLOSURE    | PER SERVICE \$ _____ x 2 = \$ _____ |

**TOTAL MAINTENANCE AMOUNT \$** \_\_\_\_\_

**HOURLY LABOR RATE YEAR ONE \$** \_\_\_\_\_ **X 1,000 HOURS = \$** \_\_\_\_\_

**MATERIAL COST ESTIMATE (Add to Total)** \_\_\_\_\_ **\$25,000.00**

**TOTAL MAINTENANCE + HOURLY LABOR + MATERIAL \$** \_\_\_\_\_

---

**TOTAL MAINTENANCE + HOURLY LABOR + MATERIAL WRITTEN IN WORDS**

**PARTS AND MATERIALS MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)  
DISCOUNTED (-) OR ADDED (+) FOR YEAR 1**

---

**(Set Forth Percentage and Write either Discounted from or Added to MSRP)**

**YEAR TWO - HVAC MAINTENANCE SERVICES AT VARIOUS TOWNSHIP BUILDINGS**

- A. SENIOR CENTER PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- B. D P W PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- C. PUBLIC SAFETY BUILDING PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- D. MUNICIPAL BUILDING PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- D1. MUNICIPAL BUILDING PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- E. J F K LIBRARY PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- F. WESTERGARD LIBRARY PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- G. FIRE TRAINING GROUNDS PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- H. RECREATION BUILDING PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- I. FIRE COMMISSIONERS BUILDING PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- J. OFFICE OF EMERG. MNGMT BLDG PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- K. LITTLE LEAGUE BUILDING PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- L. STERLING VILLAGE PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- M. METLAR HOUSE PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- N. ARBOR FIRE HOUSE COM. CTR. PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_
- O. DPW CELL TOWER ENCLOSURE PER SERVICE \$ \_\_\_\_\_ x 4 = \$ \_\_\_\_\_

TOTAL MAINTENANCE AMOUNT \$ \_\_\_\_\_

HOURLY LABOR RATE YEAR TWO \$ \_\_\_\_\_ X 1,000 HOURS = \$ \_\_\_\_\_

MATERIAL COST ESTIMATE (Add to Total) \_\_\_\_\_ \$25,000.00

TOTAL MAINTENANCE + HOURLY LABOR + MATERIAL \$ \_\_\_\_\_

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TOTAL MAINTENANCE + HOURLY LABOR + MATERIAL WRITTEN IN WORDS

PARTS AND MATERIALS MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)  
DISCOUNTED (-) OR ADDED (+) FOR YEAR 2

---

(Set Forth Percentage and Write either Discounted from or Added to MSRP)

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

Respectfully submitted,

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

Person Authorized to: \_\_\_\_\_  
Sign Contracts (Print Name)

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

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

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

Telephone/Fax: \_\_\_\_\_

E-mail \_\_\_\_\_

Date: \_\_\_\_\_

**Bid No: 2022-08-19**

# **THE TOWNSHIP OF PISCATAWAY**



## **GOOD & SERVICES BID REQUIRED DOCUMENTS**

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



**MARIA E. VALENTE-CAEMMERER**

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Purchasing Agent/Township Secretary

**BIDDER’S CHECKLIST**

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

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

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

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



BID BOND

BOND NO. \_\_\_\_\_

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

**WHEREAS**, Principal has submitted a bid for \_\_\_\_\_,  
the "Project."

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

Signed and sealed this \_\_\_ day of \_\_\_\_\_, 20\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Principal: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

IX

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## **EXHIBIT A (Cont)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

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

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

PRINTED NAME AND TITLE: \_\_\_\_\_

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

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

ADDRESS: \_\_\_\_\_ (Corporate Seal)

**AFFIDAVIT OF NON-COLLUSION**

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

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

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

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

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

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

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

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

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

(Corporate Seal)

**BIDDER'S AFFIDAVIT**

I, \_\_\_\_\_, being duly sworn, deposes that he/she  
resides at \_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
(Affiant)

(Corporate Seal)

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **PISCATAWAY TOWNSHIP** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **PISCATAWAY TOWNSHIP** to notify the **PISCATAWAY TOWNSHIP** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **PISCATAWAY TOWNSHIP** to declare any contract(s) resulting from this certification void and unenforceable.

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

**PROCUREMENT, PROFESSIONAL OR SERVICE CONTRACT**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

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

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

YES ( ) NO ( )

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

2. INDICATE IF NONE OF THE ABOVE. ( )

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

(TO BE RETURNED WITH YOUR CONTRACT DOCUMENTS.)

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

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

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

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

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

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

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

(Corporate Seal)



**PLAN, EXPERIENCE AND EQUIPMENT QUESTIONNAIRE**

Submitted to \_\_\_\_\_

)A Corporation

By \_\_\_\_\_ )A Copartnership

)An Individual

Principal Office \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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



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

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

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

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

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

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

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

(Corporate Seal)

**RECEIPT OF ADDENDA FORM**

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

**NO ADDENDA WAS RECEIVED FOR THIS BID** \_\_\_\_\_

OR

**ACKNOWLEDGEMENT OF ADDENDA BELOW**

**Addendum #** \_\_\_\_\_ **dated** \_\_\_\_\_ **Addendum #** \_\_\_\_\_ **dated** \_\_\_\_\_

**Addendum #** \_\_\_\_\_ **dated** \_\_\_\_\_ **Addendum #** \_\_\_\_\_ **dated** \_\_\_\_\_

**Addendum #** \_\_\_\_\_ **dated** \_\_\_\_\_ **Addendum #** \_\_\_\_\_ **dated** \_\_\_\_\_

**Addendum #** \_\_\_\_\_ **dated** \_\_\_\_\_ **Addendum #** \_\_\_\_\_ **dated** \_\_\_\_\_

**Addendum #** \_\_\_\_\_ **dated** \_\_\_\_\_ **Addendum #** \_\_\_\_\_ **dated** \_\_\_\_\_

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

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

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

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

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

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

(Corporate Seal)

**HOLD HARMLESS AGREEMENT**

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

By: \_\_\_\_\_  
Contractor/Vendor/Facility User

\_\_\_\_\_  
Township Of Piscataway

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

\_\_\_\_\_  
(Printed Name of Above)

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

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

\_\_\_\_\_  
(Phone)

**TOWNSHIP OF PISCATAWAY**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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

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

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

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

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

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

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

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
_____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of Piscataway, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Piscataway, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



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

The CONTRACTOR and the TOWNSHIP OF PISCATAWAY (herein referred to as the TOWNSHIP) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

XVIII

TOWNSHIP OF PISCATAWAY

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

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

In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

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

---

*Printed Name of Authorized Agent*

---

*Signature of Authorized Agent*

---

*Title*

---

*Date*

---

*Company Name*

**TOWNSHIP OF PISCATAWAY**

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS**

**N.J.S.A. 10:2-1 et seq.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

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

---

*Printed Name of Authorized Agent*

---

*Signature of Authorized Agent*

---

*Title*

---

*Date*

---

*Company Name*

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

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

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

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

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

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

INITIAL \_\_\_\_\_

# THE TOWNSHIP OF PISCATAWAY

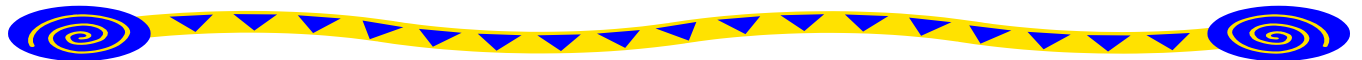
Bid No: 2022-08-19

*SAMPLE PAGES ARE NOT REQUIRED BACK WITH BID. FOR BIDDERS INFORMATION. REQUIRED ONLY ONCE AWARED.*



## SAMPLE-BID REQUIRED DOCUMENTS

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



MARIA E. VALENTE-CAEMMERER  
Purchasing Agent/Township Secretary

**SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT**


Certification 111XX

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.**  
**33 WEST STATE STREET**  
**TRENTON, NJ 08625**

  
State Treasurer

**VOID**

**REQUIRED**

TOWNSHIP OF PISCATAWAY

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

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

S

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

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

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

*John S. Tully*  
Acting Director

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:  
20041014112823533

**REQUIRED**

## XXII

SAMPLE:

### INSURANCE REQUIREMENTS

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

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

**Miscellaneous Services** – Temporary help and personnel labor suppliers.

### REQUIREMENTS

#### I. SUPPLIERS

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

#### II PROFESSIONAL SERVICES

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

#### III MISCELLANEOUS SERVICES

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

#### ADDITIONAL INSURED

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



**SAMPLE CERTIFICATE OF INSURANCE**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

**COVERAGES**

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

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PERIOD <input type="checkbox"/> SUBJECT <input type="checkbox"/> LOCATION	Policy Number		Term	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <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 OCCURRENCE) \$ \$1,000,000 BODILY INJURY (EA OCCURRENCE) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	Policy Number		Term	EACH OCCURRENCE \$ \$2,000,000 AGGREGATE \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 PROJECT NAME

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

# 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.

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

<b>Part I Taxpayer Identification Number (TIN)</b>	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1, except for backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	Social Security number
<b>Note:</b> If the account is in more than one name, see the instructions for line 1, <i>So Sign What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	OR Employer identification number

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. 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	
2. 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	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> 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.*

**TO CONTRACTOR:**

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

**Please fill out the highlighted areas numbered as follows:**

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

SAMPLE

**Accompanying documents from the bonding company must include the following:**

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

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

# SAMPLE

## PERFORMANCE PAYMENT BOND

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

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

**(5)** Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

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

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

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

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

# SAMPLE

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***

## **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, I do hereby authorize the Contractor to conduct a security check of my background and qualifications. I understand that all such information is and will be kept strictly confidential.

All employees of the Contractor will sign an Authorization to Release Records Form and submit to finger printing and background checks at the expense of the Contractor. The Contractor shall provide a report of the results of each employee to the Township Administration Office. No employee may begin work until cleared by the Township Administration.

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

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

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

PRINT NAME:

\_\_\_\_\_

Full Address:

\_\_\_\_\_

Signature of Applicant

Date

\_\_\_\_\_

\_\_\_\_\_

Witness

Date

\_\_\_\_\_

\_\_\_\_\_

**SAMPLE**

CONTRACTOR'S NEW JERSEY  
TAX REGISTRATION NUMBER

To be completed by contractor  
and retained by seller.

**SALES TAX**

**FORM ST-13**

**CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE**

TO: \_\_\_\_\_ (Name of Seller) \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Address of Seller)

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

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

EXEMPT ORGANIZATION

Name of Exempt Organization . . . . . \_\_\_\_\_

Address . . . . . \_\_\_\_\_

Exempt Organization Number . . . . . \_\_\_\_\_

NEW JERSEY OR FEDERAL GOVERNMENTAL ENTITY

Name of Governmental Entity . . . . . \_\_\_\_\_

Address of Governmental Entity . . . . . \_\_\_\_\_

QUALIFIED HOUSING SPONSOR

Name of Qualified Housing Sponsor . . . . . \_\_\_\_\_

Address of Qualified Housing Sponsor . . . . . \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

See INSTRUCTIONS on reverse side.



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

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

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

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

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

**6. Definitions:**

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

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

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

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

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

**FOR MORE INFORMATION:**

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

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

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

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

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

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

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

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

(Corporate Seal)

**THE TOWNSHIP OF PISCATAWAY**



LAST PAGE