The South Brunswick Township Board of Education invites the submission of sealed bids on:

**BID NO: 2019-10**
Trash, Single Stream Recycling

Bids will be received until **11:00 AM on Friday, June 21, 2019** at the Business Office, 231 Blackhorse Lane, North Brunswick, NJ 08902 at which time and place all bids will be publicly opened.

All bid submissions must be either hand delivered or sent via UPS, Fed Ex, etc. Bid submissions will not be accepted via the United States Postal Service as we cannot guarantee the receipt of those packages. **Bids WILL NOT be accepted via email.**

Specification and Bid Forms may be obtained at our district website https://www.sbschools.org/departments/business/content_rfps_and_bids. It is the vendor’s responsibility to obtain any addendums when acquiring specifications from this website.

The Board of Education reserves the right to reject any or all bids. Any bid submitted will be binding for 60 days subsequent to the date of the bid opening. Bidders are required to comply with the requirement of P.L. 1975, c 127, (NJSA 10:5-31 et seq. and NJAC 17:27). Bidders are required to submit a NJ Business Registration Certificate prior to award of contract and the bidder must have obtained the NJ Business Registration Certification prior to receipt of bids per P.L.20019, c.315.

**BOARD OF EDUCATION**
SOUTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

David Pawlowski
Business Administrator/Board Secretary
# BID DOCUMENT CHECKLIST

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<tr>
<th>Required by Owner</th>
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<td>Bid Proposal Form</td>
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<td><strong>Two Copies of Bid Proposal</strong></td>
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<td>Bid Guarantee - certified check, cashiers check, or bond (with Power of Attorney for full amount of Bid Bond)</td>
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<td>Performance Guarantee</td>
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<td>Consent of Surety (with Power of Attorney for full amount of Bid Price)</td>
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<td>DPMC Notice of Classification (construction contracts in excess of $20,000)</td>
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<td>No Adverse Material Change of Qualification Information Affidavit</td>
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<td>Guarantee of Correction of Work After Final Payment</td>
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<td>Equipment Questionnaire</td>
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**Review Sign and Return with Your Bid**

**Located in General Conditions**

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<thead>
<tr>
<th>X</th>
<th>Mandatory Affirmative Action Language Located in the General Conditions <strong>Exhibit A Goods/Services</strong></th>
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<td>X</td>
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INSTRUCTIONS TO BIDDERS

I. SUBMISSION OF BIDS

A. South Brunswick Township Board of Education (herein after referred to as “OWNER”) invites sealed bids pursuant to the Notice to Bidders. The OWNER bears no responsibility for discrepancies to specifications or addendums reaching companies that did not obtain the specifications directly from the OWNER.

B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly open and read aloud.

C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked “BID” with the contract title and/or bid being bid. Two complete copies of the bid must be submitted.

D. It is the bidder’s responsibility to see that bids are presented to the OWNER on the hour at the place designated. Bids may be hand delivered or mailed; however, the OWNER disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the OWNER before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

F. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
Section A – Instructions to Bidders

H. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement it locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

II. BID SECURITY

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

A. **X** BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of $20,000, payable unconditionally to the OWNER. 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 OWNER. 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. 18A:18A-24. Failure to submit this shall be cause for rejection of this bid.

B. **X** 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 OWNER 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 and all subcontractor 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. 18A:18A-25. Failure to submit this shall be cause for rejection of the bid.

C. **X** PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.
D. LABOR AND MATERIAL (PAYMENT) BOND

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and materials used in the work performance under the contract.

Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

E. GUARANTEE FOR CORRECTION OF WORK

Successful bidder shall upon acceptance of the work submit a sworn, notarized statement of guarantee to remedy any defects due to faulty materials or workmanship, and pay for any damages to other work resulting from, which appear within a period of one year from the date of completion unless longer terms are written in any part of the Specifications.

F. MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of

____ 1 YEAR  ___________  ____ 2 YEARS

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.
III. INTERPRETATION AND ADDENDA

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

B. Bidders are expected to examine the specifications and related 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. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the bid. In accordance with N.J.S.A. 18A-15, any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the purchasing agent no less than three business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Owner or award of contract.

C. No oral interpretation of the meeting, of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the OWNER’S representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidder. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The OWNER’S interpretations or corrections thereof shall be final.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

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 OWNER of the extended totals shall govern.

3. In the event that there is a discrepancy between the indicated total of the multiplied unit prices and units of work and the actual total will be resolved in favor or the actual total.

4. In the event that there is a discrepancy between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.
IV. BRAND NAMES, PATENTS & STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor’s literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the bidder to demonstrate the equivalency of items(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 18A:18A-20.

E. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

F. No bidder will be allowed to offer more than one price on each item even though he may feel that he has two (2) or more types/products that will meet the specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.

V. INSURANCE & INDEMNIFICATION

A. Insurance Requirements

PLEASE NOTE: The South Brunswick Board of Education shall be named as “Additional Insured” on all insurance required.

1. Worker’s Compensation and Employer’s Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Employer’s Minimum Employer’s Liability $500,000 each occurrence.
2. **General Liability Insurance**

This insurance shall have limits of not less than $500,000 any one person and $500,000 any one accident for bodily injury and $1,000,000 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder. The policy shall include Bidder’s Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits.

3. **Automobile Liability Insurance**

This insurance covering bidders for claims arising from owned, hired and non-owned vehicles with limits of not less than $500,000 any one person and $1,000,000 any one accident for bodily injury and $500,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. **Certificates of the Required Insurance**

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary workers Compensation and Employees Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

C. **Policies Shall Remain in Force** – until all work has been completed and until all retained percentages and maintenance bonds have been released.

D. **Subcontractors** – shall be required, by the General Construction Contractor, to provide the same types of insurance with the same limits, as described above. The Contractor shall not allow any Subcontractor to commence work on his subcontract, until all similar insurance required of the Subcontractor, has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

E. **Indemnification**

Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder’s agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

F. **Registration of Motor Vehicles**

All motor vehicles used in connection with this contract, shall be registered in the State of New Jersey in accordance with laws, rules and regulations thereof, within forty-eight (48) hours of starting work on the contract.
VI. PREPARATION OF BIDS

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts)

The OWNER has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

VII. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. P.L. 1975, C. 127 (N.J.A.C. 17:27)

1. Procurement, Professional and Service Contracts

All successful vendors must submit, prior to issuance of a contract:

i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or

ii. A photocopy of an approved Certificate of Employee Information Report, or

iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. Construction Contracts

All successful contractors must submit prior to signing of the contract an Initial Project Manning Report (AA201- available upon request from the State’s Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.
B. **Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of the bids and services is prohibited. The successful bidder is required to read Americans With Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the OWNER harmless.

C. **Prevailing Wage Act (When Applicable)**

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors’ certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1 (c). It will be the contractor’s responsibility to obtain any additional copies of the certified payroll form to be submitted by contracting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. **Stockholder Disclosure**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and address of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

E. **The New Jersey Worker and Community Right to Know Act**

The manufacturer of supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact – sheet must be furnished.

F. **Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.
G. "Qualification of Bidders"

1. A bidder on public works for a Board of Education with a bid exceeding $20,000 must first have been qualified by the State Board of Education.

2. Qualification of Bidders: Each bidder shall submit with his/her bid a copy of a valid and active prequalification/classification letter issued by the Department of Transportation or the Department of Treasury (Division of Building and Construction) of the State of New Jersey. Under the terms of the New Jersey State Statutes, any bid submitted to a school board which does not include a copy of a valid and active prequalification/classification letter shall be rejected as being nonresponsive to bid requirements.

The Board of Education, through its authorized agent, shall upon completion of the contract report to the State agency listed on the prequalification/classification letter as to the contractor’s performance and shall furnish such report from time to time during performance if the contractor is then in default.

So long as such requirement is in effect, the Board of Education shall accept such bids only from persons qualified in accordance with such classification.

Bidders on public works for a Board of Education which shall exceed $20,000 must also submit with his/her bid a notarized affidavit of Total Amount of Uncompleted Contracts, along with the Notice of Classification issued by the State of New Jersey.

H. The Public Works Contractor Registration Act, P.L. 1963,c.150 (C.34:11-56.51)

No contractor shall bid on or engage in any contract for public work as defined in section 2 of “P.L. 1963,c.150 (C34:11-56.26 et seq) unless the contractor is registered under this act.

So long as such requirement is in effect, the Board of Education shall accept such bids only from persons qualified in accordance with this act.


6A:23A-6.3 Contributions to board members and contract awards

(a) As a condition of receiving State aid, school districts and county vocational school district shall have policies that comply with the provisions of this section to ensure that the district shall maintain honest and ethical relations with vendors and shall guard against favoritism, improvidence, extravagance and corruption in its contracting processes and practices. Such policies shall be adopted by the school district and implemented by October 1, 2008, except that districts previously subject to N.J.A.C. 6A:10 and 6A:10A shall adopt and implement such policies on July 1, 2008. The terms “business entity” and “interest” as used below are defined as set forth in P.L. 2004, c. 19.
1. No school board will vote upon or award any contract in the amount of $17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.) to a member of the district board of education during the preceding one-year period.

2. Contributions reportable by the recipient under P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the district are prohibited during the term of a contract.

3. When a business entity referred to in (a) 2 above is a natural person, a contribution by that person's spouse or child that resides therewith shall be deemed to be a contribution by the business entity. Where a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

4. The disclosure requirement set forth in section 2 of P.L. 2005, c. 271 (N.J.S.A. 19:44A-20.26) also shall apply when the contract is required by law to be publicly advertised for bids.

J. The New Jersey Business Registration Act, P.L. 2004, c.57

Contractor Requirements Generally

a. A contractor must include proof of business registration at the time it submits a bid or proposal in response to a request for bids or proposals. For all other transactions, proof of business registration must be submitted before the issuance of a purchase order or contracting document.

b. A contractor must provide written notice to its subcontractors, regardless of the level (tier) of the contractor or subcontractor, of the requirement to submit proof of business registration to the contractor. The contractor shall obtain and maintain on file the proof of business registration of each subcontractor.

c. Before final payment on the contract is made by the contracting agency, 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.

d. A contractor and its affiliates, and a subcontractor and its affiliates, regardless of the level (tier) or the contractor or subcontractor must collect and remit to the Division of Taxation the use tax 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.
1. **Construction Contracts**

   The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

   Before final payment on the contract is made by the contracting agency, 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 a contracting agency.

2. **Non-Construction Contracts – goods and services**

   The contractor shall 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 contracting agency, 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 each business registration copy not properly provided under a contract with a contracting agency.

Vendors: must contact the Division of Revenue to register or ask questions about registration:

Website: [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm)

Voice: 609-292-1730

Mail: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252
K. **Annual Disclosure For Contracts in Excess of $50,000**

<Contractor is> advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the <contractor> receives contracts in excess of $50,000 from public entities in a calendar year. It is the <contractors> responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

**VIII. METHODS OF AWARD**

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The OWNER may award the work on the basis of the Base Bid, combined with such alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of line items or unit prices, whichever is the most overall cost efficient to the district.

E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

**IX. REJECTION OF BIDS**

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

B. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.
Section A – Instructions to Bidders

D. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

E. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the bid of the next lowest responsible bidder.

X. TERMINATION OF CONTRACT

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful bidder, the OWNER may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year’s budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

XI. Payment Requirements for Construction Contracts

All requests for payment requirements must be received at the Board of Education at least 20 days prior to the board’s meeting dates to receive payment in the following payment cycle. Requirements for payment will include an invoice, a signed voucher, and a certified payroll if job exceeds $2,000.

In the event that alternative disputes resolution is needed, mediation is the method that shall be used.
XII. Liquidated Damages

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

Failure to complete the project within the specified time frame or contract completion date shall lead to the Board of Education assessing liquidated damages against the contractor in accordance with and pursuant to N.J.S.A. 18A:18A-41 and 18A:18A-19.

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

<table>
<thead>
<tr>
<th>Amount of Contract</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,000 and less than $50,000</td>
<td>$200.00 per calendar day</td>
</tr>
<tr>
<td>$50,001 and less than $100,000</td>
<td>$300.00 per calendar day</td>
</tr>
<tr>
<td>$100,001 and less than $250,000</td>
<td>$500.00 per calendar day</td>
</tr>
<tr>
<td>$251,001 and less than $500,000</td>
<td>$1,000.00 per calendar day</td>
</tr>
<tr>
<td>$500,000 and less than $1,000,000</td>
<td>$2,000.00 per calendar day</td>
</tr>
<tr>
<td>$1,000,000 and over</td>
<td>$2,500.00 per calendar day</td>
</tr>
</tbody>
</table>

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

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

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

The Board of Education may also assess against all monies owed to the contractor, liquidated damages for the violation of any terms and conditions of the contract or agreement by the contractor or failure to perform said contract or agreement in accordance with its terms and conditions or the terms or conditions of the “Public Schools Contract Law,” in accordance with and pursuant to N.J.S.A. 18A-18A-19 and 18A:18A-41.

XIII. Instructions for Delivery of Bid Proposals

All bids must be either hand delivered or sent via UPS, Fed Ex, etc. to 231 Blackhorse Lane, North Brunswick, NJ 08902. Bid packages will not be accepted via the United States Postal Service as we cannot guarantee the receipt of those packages. *In order to alleviate possible confusion, the South Brunswick Board of Education Administration building is physically located in North Brunswick, NJ. This is not a typographical error. (Note: Currently the United States Postal Service will NOT deliver to this address.)
The contract will be for the removal of Trash and Single Stream Recycling. The contract will be awarded for one year with the option of renewing up to two additional years per New Jersey Local Agency Procurement Laws, 18A:18A-42.n.

Billing is to be on a monthly basis, itemized showing pick-up dates, number and type of containers and required taxes. Bills that are not properly itemized will be returned.

Dumpster containers are to be front delivery and sized as indicated by facility and outlined in the specifications. Please Note: South Brunswick High School, Indian Fields, Greenbrook and the Maintenance Annex will require loading dock friendly dumpsters with rear lids.

All containers must be on the sites by July 1, 2019. During the life of multi-year contracts, containers at each site are to be removed yearly, cleaned, painted with labels, and have properly operating lids for safe and easy operation by the Board of Education staff members.

Containers are to be inspected in September, December and March of each year, and repaired or replaced as necessary. A signed receipt of inspection is to be filed with the Director of Buildings and Grounds. Failure to comply with these specifications will result in a $50.00 per day penalty to be deducted from the monthly billing by the Board of Education until the situation is remedied. It will be the contractor's responsibility to repair/ replace any dumpster that is deemed unsafe or does not function properly.

Repairs made to dumpster enclosures, damaged during pick-ups, are to be repaired within 5 days at no cost to the Board of Education.

For just cause, the Board of Education has the authority to terminate the awarded contractor. No termination will take place without an explanation for the cause of action.

In the event that a contract is terminated for just cause the next lowest bid that meets the specifications will be assigned the contract, and the previous awarded contractor via his company or bonding company will be mandated to pay the difference.

When the contract is awarded, the pick-up schedule will be confirmed with the Director of Buildings and Grounds 732-297-7800 Extension 5109. Failure to meet pickup schedules without just cause will result in a per diem reduction in the monthly payment.

The pick up schedule will be strictly monitored, and failure to comply will result in monthly payment adjustments. Any changes in scheduling must be approved by with the Director of Buildings and Grounds. Schools located in residential developments such as Kendall Park are not to be picked up before 7:00am.
The vendor must comply with the specified quantity and size of waste containers, number of pickups per week and scheduled days of the week. Any modifications to the specification which are proposed by the vendor must be accepted by the owner in advance.

The quantity of waste containers and the number of pickups required each week are based on this specification's schedule being strictly adhered to. The vendor is expected to know when a pickup is missed due to a mechanical breakdown or for any other reason. The vendor should not rely on the owner to inform the vendor that their own system missed a pickup. Any missed pickups must be rescheduled for later that same day or by 10:00 am the following day. If a scheduled pickup falls on a holiday, pickups must be made the day following, or next working day.

South Brunswick Township along with the Board of Education is involved in recycling. The products are to be picked up as indicated in the dumpster areas; using containers supplied by the contractor.

Tonnage Reports for recycling from January through December are to be reported to the Director's office on company letterhead at the beginning of each month during the contract period, and to the Municipal Building attn: Department of Public Works.

Visits to the schools to survey pick-up procedures may be done between the hours of 9:30 am and 2:00 pm, Monday through Friday.

The Contractor is to abide by all Federal, State, County and Local laws, rules and regulations governing the collection, removal and disposal of both solid waste and recyclable products.

All vendors will post a performance bond each year for the term of the contract year. The contract year will be from July 1st, through June 30th. The performance bond will be based on the annualized estimate of the number and types of containers and pickups.

Locations and Pick-up Schedule
Schedule Time Pick-ups – between 7:00 and 11:00 am – Contractor must comply with this schedule.
SUMMER SCHEDULE – For approximately 6 weeks starting July 1 each year, several buildings will experience minimal usage and require a reduced number of weekly pickups for trash and single stream recycling. Those buildings and reduced pickups will be identified on or about June 15th of each additional contract year to allow the vendor’s pickup schedule and billing to be adjusted accordingly.

Questions Regarding the Bid Specifications

All questions must be made in writing and directed to David Pawlowski via email
David.Pawlowski@sbschools.org
BID SECTION

PROVIDE UNIT PRICING FOR EACH TYPE OF PICKUP UNIT. THE BID ANALYSIS WILL BE BASED ON THE INITIAL EXPECTED PICKUP SCENARIO OF TYPES AND NUMBERS OF UNITS AS WELL AS NUMBER OF PICKUPS PER THE "WASTE CONTAINER QUANTITIES AND PICKUP SCHEDULE" CONTAINED IN THIS BID. THE BID BOND SHOULD BE BASED ON THE SCENARIO. UNIT PRICES MUST INCLUDE ALL TAXES AND FEES.

TRASH
8 YD FRONT LOAD CONTAINER PICKUP $________________(A)
ALT: 6 YD FRONT LOAD CONTAINER $________________
4 YD FRONT LOAD CONTAINER $________________

SINGLE STREAM RECYCLING
8 YD FRONT LOAD CONTAINER PICKUP $________________(B)
ALT: 6 YD FRONT LOAD CONTAINER $________________
4 YD FRONT LOAD CONTAINER $________________

I. APPLY THE UNIT PRICES (USING THE 8YD CONTAINER) TO THE ANTICIPATED STARTING PICKUP SCHEDULE JULY 1, 2019 TO JUNE 30, 2020 ON THE SHEETS PROVIDED. CARRY OVER THE FINAL TOTAL TO THE LINE BELOW. THIS FIGURE SHOULD BE USED FOR SUBMISSION OF THE BID BOND AND WILL BE USED FOR COMPARISON OF THE UNIT PRICES (LABELED A and B) ABOVE.

ANNUALIZED TOTAL BASED ON INITIAL CONTAINER CONFIGURATION $________________

II. SOLID WASTE DUMPSTERS – DISTRICT WIDE – Including taxes and all fees

At times during the school year, the Board of Education may require additional pick-ups due to holiday clean-ups in October, December, March and or June. These additional pick-ups will be on an On-Call basis.

Provide a unit price for each non-scheduled additional pick-up of an Eight Yard Cubic dumpster district wide, requested by the Board of Education.

Eight (8) Yard Cubic Dumpster Pickup

July 1, 2019 through June 30, 2020 $________________
III. CONSTRUCTION CONTAINERS AS NEEDED

At times during the year, we will be looking to secure construction dumpsters for building materials, old cabinets, and or old furniture. Provide a cost for:

Delivery Cost for a 20 or 30 Yard Container

20 Yard  July 1, 2019 through June 30, 2020  $________
30 Yard  July 1, 2019 through June 30, 2020  $________

Cost Per Ton Disposal

<table>
<thead>
<tr>
<th>Building Materials</th>
<th>Concrete</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2019 through June 30, 2020</td>
<td>$________</td>
</tr>
</tbody>
</table>

BID BOND SHOULD BE CALCULATED ON THE TOTAL OF I AND II
AWARD MAY BE MADE FOR EACH SECTION.

☐ Please find enclosed our *Bid Bond/Certified Check No. ________ in the amount of ________
☐ New Jersey Business Certificate
☐ Political Contribution Form
☐ Disclosure of Investment Activities in Iran
☐ W-9
☐ Statement of Ownership
☐ Non-Collusion Affidavit
☐ Affirmative Action Documents
☐ Consent of Surety
☐ A performance bond will be required of the successful bidder.
☐ Insurance certificate for each contract year will be required.

*Not to Exceed $20,000.00

CONTRACTOR/VENDOR DATA SHEET

<table>
<thead>
<tr>
<th>Signature of Authorized Representative</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name and Title (Type or Print)</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Phone</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Fax</th>
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</table>

<table>
<thead>
<tr>
<th>City/State/Zip</th>
<th>Tax ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td>Address</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Admin Building</td>
<td>231 Blackhorse Lane</td>
</tr>
<tr>
<td>Brooks Crossing</td>
<td>50 Deans Rhode Hall Road</td>
</tr>
<tr>
<td>Brunswick Acres</td>
<td>41 Kory Drive</td>
</tr>
<tr>
<td>Cambridge</td>
<td>35 Cambridge Road</td>
</tr>
<tr>
<td>Constable</td>
<td>29 Constable Road</td>
</tr>
<tr>
<td>Crossroads North</td>
<td>635 Georges Road</td>
</tr>
<tr>
<td>Crossroads South</td>
<td>195 Major Road</td>
</tr>
<tr>
<td>Dayton</td>
<td>310 Georges Road</td>
</tr>
<tr>
<td>Deans</td>
<td>848 Georges Road</td>
</tr>
<tr>
<td>Greenbrook</td>
<td>29 Roberts Street</td>
</tr>
<tr>
<td>High School</td>
<td>750 Ridge Road</td>
</tr>
<tr>
<td>High School Annex</td>
<td>750 Ridge Road</td>
</tr>
<tr>
<td>Indian Fields</td>
<td>359 Ridge Road</td>
</tr>
<tr>
<td>Maintenance-BGT Annex</td>
<td>4 Executive Drive</td>
</tr>
<tr>
<td>Monmouth Junction</td>
<td>630 Ridge Road</td>
</tr>
</tbody>
</table>

**Different buildings can be serviced on any day M-F, but each building must be serviced on its same day of the week every week.**
<table>
<thead>
<tr>
<th>Location</th>
<th>231 Blackhorse Lane</th>
<th>50 Deans Rhode Hall Road</th>
<th>41 Kory Drive</th>
<th>35 Cambridge Road</th>
<th>29 Constable Road</th>
<th>635 Georges Road</th>
<th>195 Major Road</th>
<th>310 Georges Road</th>
<th>848 Georges Road</th>
<th>29 Roberts Street</th>
<th>750 Ridge Road</th>
<th>750 Ridge Road</th>
<th>359 Ridge Road</th>
<th>4 Executive Drive</th>
<th>630 Ridge Road</th>
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<tbody>
<tr>
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<tr>
<td>DAYS OF SERVICE</td>
<td>Any**</td>
<td>Any**</td>
<td>Any**</td>
<td>Any**</td>
<td>Any**</td>
<td>Mon/Wed/Fri</td>
<td>Mon/Wed/Fri</td>
<td>Mon/Wed/Fri</td>
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<td>Any**</td>
<td>Any**</td>
<td></td>
</tr>
<tr>
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<td>1</td>
<td>2</td>
<td>1</td>
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<td>3</td>
<td>4</td>
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<td>1</td>
<td>1</td>
</tr>
<tr>
<td># WKLY PICK-UPS</td>
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<td>1</td>
<td>2</td>
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<td>1</td>
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<td>3</td>
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</tr>
<tr>
<td>DAYS OF SERVICE</td>
<td>Mon OR Thur</td>
<td>Mon OR Thur</td>
<td>Friday</td>
<td>Tuesday</td>
<td>Tuesday</td>
<td>Monday</td>
<td>Mon/Wed/Fri</td>
<td>Saturday</td>
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</tbody>
</table>

**TOTALS** 19 26 27 20

**Different buildings can be serviced on any day M-F, but each building must be serviced on its same day of the week every week.**
<table>
<thead>
<tr>
<th>Location/Address</th>
<th>Location/Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Brunswick HS</td>
<td>Brunswick Acres</td>
</tr>
<tr>
<td>Loading Dock Accessible</td>
<td>41 Kory Drive</td>
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<tr>
<td>750 Ridge Road</td>
<td>Kendall Park, NJ 08824</td>
</tr>
<tr>
<td>Monmouth Junction, NJ 08852</td>
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<tr>
<td>South Brunswick HS Annex</td>
<td>Constable</td>
</tr>
<tr>
<td>750 Ridge Road</td>
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<td>231 Blackhorse Lane</td>
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<tr>
<td>North Brunswick, NJ 08902</td>
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<td>Dayton</td>
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<td>310 Georges Road</td>
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<td>Monmouth Junction, NJ 08852</td>
<td>Monmouth Junction, NJ 08852</td>
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<td>Brooks Crossing</td>
<td>Maintenance Annex</td>
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<tr>
<td>Monmouth Junction, NJ 08852</td>
<td>4 Executive Drive</td>
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<tr>
<td></td>
<td>Monmouth Junction, NJ 08852</td>
</tr>
</tbody>
</table>
SPECIAL NOTATION

ALL LEGALLY REQUIRED DOCUMENTATION MUST BE FILLED OUT IN ITS ENTIRETY (INCLUDING SEALS)

FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID
STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: ________________________________
Home Address: __________________________

Name: ________________________________
Home Address: __________________________

Name: ________________________________
Home Address: __________________________

Name: ________________________________
Home Address: __________________________

Subscribed and sworn before me this ___ day of __________ , 2 __.

(Notary Public)

My Commission expires:

__________________________________________
(Affiant)

__________________________________________
(Print name & title of affiant)

[Corporate Seal]
FORM OF NON-COLLUSION AFFIDAVIT
(To accompany the bid)

STATE OF NEW JERSEY, COUNTY OF ____________________________

I, ____________________________ of the ____________________________, (city, town, borough)
of ____________________________, in the County of ____________________________,
State of ____________________________, of full age, being duly sworn according to law on
my oath depose and say that:

I am ____________________________ of the firm/agency of ____________________________, the bidder making
the Proposal for the bid entitled ____________________________, and that I executed the said Proposal with full authority to do so, that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, participated in drafting these specifications or route descriptions, or otherwise taken any action in restraint of free, competitive bidding in connection with the above bid and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Company/Agency Name (Print or Type)   Authorized Signature

Authorized Representative - Name and Title (Print or Type)   Bid Number

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

Subscribed and sworn before me this _______________ day of _______________, 20__

Notary Public of New Jersey
(Seal)

My commission expires ______________________, 20__
CONTRACTOR/BIDDER POLITICAL CONTRIBUTIONS FORM
South Brunswick Board of Education

Name of Contractor/Bidder ________________________________

1. The undersigned certifies that the above named Contractor/Bidder has not made a contribution in excess of $300 to any member of the above named Board of Education during the past 12 months.

2. In the case of a corporation or partnership, the undersigned further certifies that no person having an interest in the corporation or partnership has made such a contribution. “Interest” for purposes of this certification is defined as ownership or control of more than 10% of the profits, assets or stock of a business.

3. In the case of an individual or sole proprietor, the undersigned further certifies that neither the individual’s spouse nor child residing with the individual has made such a contribution.

4. The Contractor/Bidder understands and agrees that, if awarded the contract, it is not permitted to make any contributions to any member of the Board during the term of the contract.

5. Check one of the following:

   a. _____ Attached hereto is a true copy of the Contractor/Bidder’s list of political contributions pursuant to Section 2 of C. 271, L. 2005 (N.J.S.A. 19:44A-20.26).

   b. _____ The Contractor made no political contributions during the preceding 12 months that require reporting under section 2 of C. 271.

Signature ___________________________________ Date: ____________________________

Print Name: __________________________________ Title: _________________________
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions
(Amended for Boards of Education per 6A:23A-6.3)

Pursuant to N.J.A.C. 6A:23A-6.3, business entities (contractors) receiving contracts from boards of education are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26 and N.J.A.C. 6a:23a-6.3(a)(4)

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

Part I – Vendor Information

Vendor Name: 
Address: 
City: State: Zip:

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

Signature Printed Name Title Date

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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<tbody>
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</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 52:34-25

County Name: Middlesex
State: Governor, and Legislative Leadership Committees
Legislative District #s: 13, 14, 17, 18, 19, 22
State Senator and two members of the General Assembly per district.

County:
Freeholders          County Clerk          Sheriff          Surrogate

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

Carteret Borough      Middlesex Borough     Sayreville Borough
Cranbury Township    Milltown Borough       South Amboy City
Dunellen Borough      Monroe Township       South Brunswick Township
East Brunswick Township New Brunswick City South Plainfield Borough
Edison Township       North Brunswick Township South River Borough
Helmetta Borough      Old Bridge Township    Spotswood Borough
Highland Park Borough Perth Amboy City    Woodbridge Township
Jamesburg Borough     Piscataway Township   Plainsboro Township
Metuchen Borough

Boards of Education (Members of the Board):

Carteret Borough      Metuchen Borough     Sayreville Borough
Cranbury Township    Middlesex Borough     South Amboy City
Dunellen Borough      Milltown Borough       South Brunswick Township
East Brunswick Township Monroe Township       South Plainfield Borough
Edison Township       North Brunswick Township South River Borough
Helmetta Borough      Old Bridge Township    Spotswood Borough
Highland Park Borough Perth Amboy City    West Windsor-Plainsboro Regional
Jamesburg Borough     Piscataway Township   Woodbridge Township

Fire Districts (Board of Fire Commissioners):

East Brunswick Township Fire District No. 1
East Brunswick Township Fire District No. 2
East Brunswick Township Fire District No. 3
Jamesburg Borough Fire District No. 1
Monroe Township Fire District No. 1
Monroe Township Fire District No. 2
Monroe Township Fire District No. 3
Old Bridge Township Fire District No. 1
Old Bridge Township Fire District No. 2
Old Bridge Township Fire District No. 3
Old Bridge Township Fire District No. 4
Piscataway Township Fire District No. 1
Piscataway Township Fire District No. 2
Piscataway Township Fire District No. 3
Piscataway Township Fire District No. 4
Plainsboro Township Fire District No. 1

South Brunswick Township Fire District No 1
South Brunswick Township Fire District No. 2
South Brunswick Township Fire District No. 3
Woodbridge Township Fire District No. 1
Woodbridge Township Fire District No. 2
Woodbridge Township Fire District No. 4
Woodbridge Township Fire District No. 5
Woodbridge Township Fire District No. 7
Woodbridge Township Fire District No. 8
Woodbridge Township Fire District No. 9
Woodbridge Township Fire District No. 10
Woodbridge Township Fire District No. 11
Woodbridge Township Fire District No. 12
The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Amona</td>
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<tr>
<td>2.</td>
<td>Bank Markazi Iran (Central Bank of Iran)</td>
</tr>
<tr>
<td>3.</td>
<td>Bank Mellat</td>
</tr>
<tr>
<td>4.</td>
<td>Bank Meli Iran</td>
</tr>
<tr>
<td>5.</td>
<td>Bank Saderat PLC</td>
</tr>
<tr>
<td>6.</td>
<td>Bank Sepah</td>
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<tr>
<td>7.</td>
<td>Bank Tejarat</td>
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<td>8.</td>
<td>Belaz</td>
</tr>
<tr>
<td>9.</td>
<td>Belneftekhim (Belorusneft)</td>
</tr>
<tr>
<td>11.</td>
<td>China National Offshore Oil Corporation (CNOOC)</td>
</tr>
<tr>
<td>12.</td>
<td>China National Petroleum Corporation (CNPC)</td>
</tr>
<tr>
<td>13.</td>
<td>China National United Oil Corporation (ChinaOil)</td>
</tr>
<tr>
<td>14.</td>
<td>China Petroleum &amp; Chemical Corporation (Sinopec)</td>
</tr>
<tr>
<td>15.</td>
<td>China Precision Machinery Import-Export Corp. (CPMIEC)</td>
</tr>
<tr>
<td>16.</td>
<td>Grimley Smith Associates</td>
</tr>
<tr>
<td>17.</td>
<td>Indian Oil Corporation</td>
</tr>
<tr>
<td>18.</td>
<td>Kingdream PLC</td>
</tr>
<tr>
<td>19.</td>
<td>Naftiran Intertrade Company (NICO)</td>
</tr>
<tr>
<td>20.</td>
<td>National Iranian Tanker Company (NITC)</td>
</tr>
<tr>
<td>21.</td>
<td>Oil and Natural Gas Corporation (ONGC)</td>
</tr>
<tr>
<td>22.</td>
<td>Oil India Limited</td>
</tr>
<tr>
<td>23.</td>
<td>Persia International Bank</td>
</tr>
<tr>
<td>24.</td>
<td>Petroleos de Venezuela (PDVSA Petróleo, SA)</td>
</tr>
<tr>
<td>25.</td>
<td>PetroChina Company, Ltd.</td>
</tr>
<tr>
<td>26.</td>
<td>Sameh Afzar Tajak Co. (SATCO)</td>
</tr>
<tr>
<td>27.</td>
<td>Shandong Fin Cnc Machine Company, Ltd.</td>
</tr>
<tr>
<td>28.</td>
<td>Sinohydro Co., Ltd.</td>
</tr>
<tr>
<td>29.</td>
<td>SKS Ventures</td>
</tr>
<tr>
<td>30.</td>
<td>Som Petrol AS</td>
</tr>
<tr>
<td>31.</td>
<td>Zhuhai Zhenrong Company</td>
</tr>
</tbody>
</table>

List Date: January 31, 2019
STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Bidder/Offeror:

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

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

Name __________________________ Relationship to Bidder/Offeror __________________________

Description of Activities __________________________

Duration of Engagement __________________________ Anticipated Cessation Date __________________________

Bidder/Offeror Contact Name __________________________ Contact Phone Number __________________________

ADD AN ADDITIONAL ACTIVITIES ENTRY

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 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

DPP Standard Forms Packet 11/2013
W-9

Request for Taxpayer Identification Number and Certification

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

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

   - Individual/sole proprietor or single-member LLC
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►
   - Other (see instructions) ►

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any) □
   - Exemption from FATCA reporting code (if any) □

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

5. Address (number, street, and apt. or suite no.) See instructions.

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

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

Part II

Certification

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.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting?, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**Backup Withholding**

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see **Special rules for partnerships,** earlier.

**What is FATCA Reporting?**

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the instructions for the Requester of Form W-9 for more information.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $50 penalty.
**Specific Instructions**

**Line 1**

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual**. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant**: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- **Sole proprietor or single-member LLC**. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation**. Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities**. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

- **Disregarded entity**. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(3)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

<table>
<thead>
<tr>
<th>IF the entity/person on line 1 is a(n) . . .</th>
<th>THEN check the box for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation</td>
<td>Corporation</td>
</tr>
<tr>
<td>Individual</td>
<td>Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>Sole proprietorship, or</td>
<td>Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)</td>
</tr>
<tr>
<td>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</td>
<td></td>
</tr>
<tr>
<td>LLC treated as a partnership for U.S. federal tax purposes,</td>
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<tr>
<td>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</td>
<td></td>
</tr>
<tr>
<td>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</td>
<td></td>
</tr>
<tr>
<td>Partnership</td>
<td>Partnership</td>
</tr>
<tr>
<td>Trust/estate</td>
<td>Trust/estate</td>
</tr>
</tbody>
</table>

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate spaces on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(3)(2)
2—The United States or any of its agencies or instrumentalities
3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—A trust exempt from tax under section 664 or described in section 4947
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third-party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.
2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW on the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Busineses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.
1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account) other than an account maintained by an FFI</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Two or more U.S. persons (joint account maintained by an FFI)</td>
<td>Each holder of the account</td>
</tr>
<tr>
<td>4. Custodial account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>5. A. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>6. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>7. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>8. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(ii))</td>
<td>The grantor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>9. A valid trust, estate, or pension trust</td>
<td>Legal entity</td>
</tr>
<tr>
<td>10. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>11. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>12. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>13. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
</tbody>
</table>

14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments

15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii))

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

2 Circle the minor’s name and furnish the minor’s SSN.

3 You must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN,

• Ensure your employer is protecting your SSN, and

• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4440 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder’s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA 302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: ________________________________

SIGNATURE: ______________________________

PRINT NAME: ____________________________

TITLE: ________________________________

DATE: ________________________________
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. 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.
EXHIBIT A (Cont.)

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 goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan;

Certificate of Employee Information Report; or

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

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

(Revised: January, 2016)

Reviewed By: ___________________________  Date: ___________________________
The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II 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 OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.
ALL BIDS MUST BE EITHER HAND DELIVERED OR VIA UPS, FED EX, DHL, ETC.,
ATTN: DAVID PAWLOWSKI

BIDS WILL NOT BE ACCEPTED VIA THE US POSTAL SERVICE AS WE CANNOT GUARANTEE THE RECEIPT OF THEM.

*In order to alleviate possible confusion, the South Brunswick Board of Education Administration building is physically located in North Brunswick, NJ 08902. This is not a typographical error.
Note: Currently the US Postal Service will NOT deliver to this address.) This address is to be used for bid openings and bid submittals ONLY. All other correspondence should be addressed to PO Box 181, Monmouth Junction, NJ 08852.

DIRECTIONS TO BOARD OFFICE

FROM THE NORTH: Take US 1 South. Pass Sears, US 130 intersection, J&J plant (on left) and Finnegans Lane. Take next jug-handle for Blackhorse Lane. Board Office is on the left.

FROM THE SOUTH: Take US 1 North. Pass Deans Lane and Henderson Road. Take the next right onto Blackhorse Lane. Board Office is on the left.

FROM US 130 NORTH: Make a right onto Deans Rhode Hall Road. Left onto Georges Road. At light turn right onto Deans Lane. Make first right onto Blackhorse Lane. The Board Office will be on your right.

FROM US 130 SOUTH: Make a left onto Deans Rhode Hall Road. Left onto Georges Road. At light turn right onto Deans Lane. Make first right onto Blackhorse Lane. The Board Office will be on your right.

FROM TURNPIKE: Exit 8A. Right onto Route 32 to US 130. Right turn onto US 130. Move to left lane and follow directions above from US 130 South.