

**TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET**

475 DeMott Lane, Somerset, NJ 08873-6704

**MUNICIPAL BUILDING**

Somerset, NJ 08873-6704

PURCHASING DEPARTMENT

Cindy Belanger

*Purchasing Administrator, QPA, RPPO*



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**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that sealed bids will be opened and read in public by the Purchasing Administrator for Township of Franklin, Somerset County, Municipal Building 475 DeMott Lane, Somerset, New Jersey, at 11:00 a.m. prevailing time on October 11, 2017 for the following:

**HOUSING REHABILITATION SERVICES**

**264 Girard Ave.**

**CONTRACT #: MC-9006-17**

Bids shall be delivered in sealed envelopes and addressed to Cindy Belanger, Purchasing Administrator, Purchasing Office at the Municipal Building, 475 DeMott Lane, Somerset, NJ 08873, **clearly marked on the outside with the contract name and number, bearing the name and address of the bidder on the outside.**

Specifications and instructions may be obtained at the Purchasing Office or can be downloaded from the website [www.franklintwpnj.org](http://www.franklintwpnj.org).

**A pre-bid walkthrough** will be held on October 4, 2017 at 10:00 AM at 264 Girard Ave., Somerset, NJ 08873. All questions must be put in writing and brought to the walkthrough.

\*All Bid Addenda will be issued on the website at [www.franklintwpnj.org](http://www.franklintwpnj.org). Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

Cindy Belanger, QPA, RPPO

Posted: September 27, 2017

# TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

## GENERAL INSTRUCTIONS

### 1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
  - (1) addressed to the Purchasing Administrator
  - (2) bearing the name and address of the bidder on the outside
  - (3) clearly marked "BID" with the name of the item(s) being bid.  
Provide One (1) Original & Two (2) copies of the bid.
  - (4) The Township is storing all responses electronically; therefore submit **all pages** of the response on a CD in addition to the printed copies.
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Administrator on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The Township reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. 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.

### 2. PRE-BID WALKTHROUGH

A pre-bid walkthrough will be held on October 4, 2017 at 10:00 AM at 264 Girard, Somerset, NJ 08873. All questions must be put in writing and brought to the walkthrough.

CONTRACTORS ARE NOT ALLOWED TO CONTACT THE HOMEOWNERS OR ENTER THEIR PROPERTY WITHOUT FIRST CONTACTING THE TOWNSHIP.

### 3. QUOTATIONS, BIDS AND FORMS

- A. (1). Franklin Township, County of Somerset is exempt from any local, state or federal sales, use or excise tax. **Franklin Township will not pay service charges such as interest and late fees.**  
(2). The Township of Franklin or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.
- B. Bids must be signed in ink by the bidder, all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. Insert prices for furnishing all of the material/or labor described. Prices shall be net including all transportation charges fully prepaid by the contractor (F.O.B. destination, freight prepaid) and placement as designated by the Township. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- E. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.

- F. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*

**4. INTERPRETATIONS AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
- 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 Purchasing Administrator. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Administrator. In order to be given consideration, written requests for interpretation must be received at least ten (10) 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 bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.
- D. 1. If the amount shown in words and its equivalent 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 Township of the extended totals shall govern.

**5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS**

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- B. 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 explained by the bidder on a separate sheet and submitted with the 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.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the Township, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Estimated Quantities, the Township 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 Statute. No minimum purchase is implied or guaranteed.
- F. Wherever practical and economical to the Township, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

**6. AWARD OF BID**

- A. The Township reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are

unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

- B. The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Township. Without limiting the generality of the foregoing, the Township reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The Township reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Township may then, at its option, accept the bid of the next lowest responsible bidder.
- E. If applicable, successful bidder shall be responsible for being fully informed about the cost and 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. These approvals may be from persons or government bodies other than the Township. The contractor shall be responsible for obtaining the approval and acceptance of this work by such persons, counties and similar bodies. Any fees associated with building permits and any associated inspection fees shall be borne by the contractor.
- F. 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 Township. If, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interests to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Township.
- G. The successful bidder will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township.
- H. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder whose base bid is the lowest.
- I. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder whose net bid on such combination is the lowest.
- J. The acceptance or rejection of an estimate shall be at the discretion of the homeowner. However, the housing rehabilitation program administrators will require that the lowest responsible estimate be accepted unless the owner provides a basis for rejection. In the event the owner rejects the lowest responsible estimate, the owner must pay the cost difference from non-program funds in advance of any program disbursements.
- K. Should the low estimate appear to be acceptable with the exception of minor errors or deviations from accepted estimate submission procedures, the rehabilitation program administrator may waive these minor procedural variations.
- L. Should the low estimate appear to be acceptable with the exception that the cost of rehabilitation exceeds available program resources; the housing rehabilitation program administrator may reduce the scope of work.
- M. Should all estimates received be determined to be unreasonable on the basis of the housing rehabilitation program administrator's estimate of construction costs, all estimates may be rejected.
- N. In the event of tie bids, a toss of the coin will determine the winner.
- O. This contract may be modified or amended only by a written instrument executed by both the home owner and the Contractor and assented to by the Township of Franklin.

- P. Prior to award of contract, contractors must have on file current certificates and licenses (reference. Details on each are shown below. The required documents include:

Current New Jersey Home Improvement Contractor License  
Current New Jersey-issued license for trade work (**electric and plumbing**)  
The Lead Remediation certificate issued by the DEP  
New Jersey Business Registration certificate

**7-8 Reserved for future use**

**9. NON-COLLUSION AFFIDAVIT**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

**10. NON-DISCRIMINATION**

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

**11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE**

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

**A. Procurement, Professional and Service Contracts**

All successful vendors must submit prior to an award of the contract one of the following:

- (1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- (2) A photocopy of their State Certificate of Employee Information Report, or
- (3) A photocopy of completed Affirmative Action Employee Information Report:

AA302- Available on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

**B. Construction Contracts**

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-available on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) for any contract award that meets or exceeds the bidding threshold.

**12. WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

**13. STATEMENT OF CORPORATE OWNERSHIP**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Township a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in

this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

**14. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

**15-18 Future Use**

**19. ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

**20.** Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

**21. ALTERING OFFICIAL DOCUMENT**

Bidders shall not write in margins or alter the official content or requirements of the Township bid documents.

**22. SPECIFICATIONS**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

**23. OWNERSHIP OF MATERIAL**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

**24. AMENDMENTS TO N.J.S.A. 2C: 21-33 et. seq. "TRUTH IN CONTRACTING"**

Provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

**25. N.J. BUSINESS REGISTRATION PROGRAM**

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

**26. "PAY TO PLAY" – NOTICE OF DISCLOSURE REQUIREMENT – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)**

1. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is

required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

2. Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.
3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at [www.elec.state.nj.us](http://www.elec.state.nj.us).
4. If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

**27. NON-ALLOCATION OF FUNDING TERMINATION**

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

**28. FORCE MAJEURE**

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Franklin Township by notice to each party.

- 29.** The Township and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

- 30.** The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

**31. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS**

Public funds may be used to pay only for goods delivered or services rendered. Franklin Township will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

**32. FIRM FIXED CONTRACT**

This is a firm fixed contract, prices firm, FOB Township locations. No price escalation. The vendor shall void the contract and permit the Township to solicit open market pricing should any price increase or surcharge be imposed.

**33. W-9**

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

**34. Future use**

**35. PUBLIC EMERGENCY**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Township opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Township may solicit the goods and/or services from any bidder on this contract.

**36. SOURCE OF SPECIFICATIONS/BID PACKAGES**

Specifications and instructions may be obtained at the Purchasing Office or can be downloaded from the website [www.franklintwpnj.org](http://www.franklintwpnj.org). All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Township is not responsible for third party supplied specifications.

**37. EMPLOYEE WAGE REPORTING:**

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract.

By entering into a contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

**38. CONTRACT PERIOD:**

- A. In any event, the Township reserves the right to cancel the contract with 30-day notification to the vendor.
- B. 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 Township 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 Township of any obligation for balances to the contractor for work not yet completed or approved by the Township.
- C. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.
- D. The contractor agrees to indemnify and hold the Township 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 Township under this provision.
- E. In case of default by the successful bidder, the Township may procure the services from other sources and hold the successful bidder responsible for any excess costs occurred.
- F. 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 Township reserves the right to cancel this contract.

**39. DELIVERY AND INSPECTION:**

- A. Bidders shall guarantee delivery of materials in accordance with the delivery schedule provided in the specifications and/or bid proposal form.
- B. All materials, equipment, supplies and/or services delivered to or performed for the Township shall be inspected upon delivery to insure compliance with specifications. Items which are not in accordance with the specifications will be rejected.
- C. The successful bidder shall guarantee any and all materials and services supplied under these specifications. Defective or interior materials shall be replaced at the expense of the contractor. In case of rejected materials, the contractor will be responsible for return freight or removal from the site and proper disposal.

**40. PAYMENTS**



- A. Bidder must provide an itemized invoice and signed Purchase Order/Voucher. Payment will only be made following the approval of by the Township Council. The Township Council meets and approves warrants on the second and fourth Tuesday of each month, except July, August and December, when they meet only on the 2<sup>nd</sup> Tuesday of the month. Payment vouchers and invoices must reach the Township for review no later than three weeks before the Township Council meeting in order for payment to be on the agenda for approval. See the payment schedule below.
- B. Acceptance of the final payment by the bidder shall be considered as a release in full of all claims against the Township of Franklin, Somerset County.
- B. State Law requires that public funds be used to pay only for goods delivered or services rendered. The Township of Franklin will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter or credit of any other document that represents a legal commitment on the part of the Township to pay additional fees.
- C. Payment schedule:
  - Payment 1: Upon completion of 50% or more of construction required under a contract, a payment in an amount equal to 45% of the construction contract will be made.
  - Payment 2: Upon completion of 90% or more of the construction required under the contract, a payment in an amount equal to 80% (less prior payments, if any) of the construction contract amount will be made.
  - Payment 3: Upon completion of 100% of construction required under the contract and receipt of all inspection certifications, warranties and release of liens, a payment in an amount equal to 100% (less prior payments, if any) of the construction contract will be made.

#### **41. INSURANCE & INDEMNIFICATION**

##### **A. INDEMNIFICATION**

If it becomes necessary for the bidder to enter upon the premises or property of the Township, or any other property not owned by the Township but where the bidder is acting as an agent for the township, to construct, erect, inspect, make delivery or remove property hereunder, the Contractor covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against any accidents, injuries or damages. This includes land, and adjacent or nearby areas where incidental operations are performed including areas off the project site used for the purpose of storing materials, and excluding permanent locations of any insured party.

The obligation to indemnify and hold the Township of Franklin harmless under this Agreement shall extend to any negligent acts or omissions of the Contractor, its agents, employees, any of its Subcontractors, their agents, employees, anyone directly or indirectly employed by the Contractor or its Subcontractors, or anyone for whose acts they may be held liable. This obligation shall not limit, negate, diminish or otherwise reduce any other rights or obligations that may exist as to a party or person as described under this section.

In any claim by an employee of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, that may be made against the Township of Franklin or any person or entity indemnified under this Agreement, the indemnification obligation shall not be reduced or limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or its Subcontractors, under any laws, regulations or acts regarding workers compensation, disability benefits or any other employee benefits.

##### **B. INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. A Certificate of Insurance shall be filed with the Township of Franklin prior to commencement of the work.

### **C. MINIMUM SCOPE AND LIMIT OF INSURANCE**

1. **Commercial General Liability (CGL):** Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
3. **Workers Compensation:** As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (if design/build): Coverage with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors & Omissions** (if project involves environmental hazards): Coverage with limits no less than \$1,000,000 per occurrence or claim/\$2,000,000 aggregate.
6. **Builders Risk** (for major renovations): During the course of construction utilizing an "All Risk" coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions. The Township of Franklin shall be named as Loss Payee as their interest may appear.

### **D. OTHER INSURANCE PROVISIONS**

- The Township of Franklin, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.
- For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage as respects the Township of Franklin, its officers, officials, employees, and volunteers.
- Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Township of Franklin.
- Any combination of primary and umbrella/excess policies may be used to satisfy the limits.
- Acceptability of Insurers - Insurance is to be placed with insurers authorized to conduct business in the State of New Jersey with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Township of Franklin.
- Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Township of Franklin is an additional insured on insurance required from subcontractors.
- Policies shall remain in force until all work has been completed and until all maintenance bonds have been released.
- Special Risks or Circumstances: The Township of Franklin reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

## **42. CONTRACTORS: (submit with the bid)**

- A. Bidders must submit names of subcontractors for the specialty trade categories shown below (Reference Form A in bid package). These include:

- Plumbing and gas fitting
- Heating and air conditioning
- Electric
- Structural steel

**43. CHANGE ORDERS:**

- A. New or unforeseen work will be determined by the Township's representative as that work which is substantially different from that on which the contractor bid. Should the contractor encounter conditions materially different from those indicated by the specifications or materially different from conditions generally recognized as inherent in the kind of work being performed, the Township shall be immediately notified. If the Township is in agreement with the contractor, a Change Order will be issued for an appropriate adjustment in contract time and cost.
- B. If a mutually-satisfactory price can be agreed upon, the contractor shall proceed with the work without undue delay and payment shall be made as outlined below.
- C. A Change Order authorizing any such work will be issued by the Township. The Township may refuse to compensate the contractor for any work performed which is not covered by the proposal or a Change Order.

**44. ALTERNATE DISPUTE RESOLUTION:**

- A. If a dispute between the Township and the Contractor arises during the course of the contract, the parties will attempt to resolve the dispute, in good faith, through non-binding mediation.
- B. Either party may demand such mediation by providing written notice to the other party. The written notice shall contain: (1) a detailed statement of the nature of the dispute, including all pertinent information and documentation; and (b) the name, address, and telephone number of that party's present designated representative for the purposes of mediation. Any demand for mediation shall be delivered within three calendar days after the event or dispute in question arises. The other parties shall designate its representative for mediation, in writing, no later than five business days after the receipt of the demand for medication. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties, and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked person on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot.
- C. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.
- D. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties, and the mediator, or, in the lack of such an agreement, as may be determined by the mediator.
- E. Each party will bear its own costs of participation in mediation, and they will divide the cost of the mediator equally.
- F. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Somerset County, for adjudication, which Court shall be exclusive original jurisdiction over the dispute.

**45. TIME OF BEGINNING, COMPLETION AND DAMAGES FOR NON-COMPLETION:**

- A. The contractor shall carry on the work regularly and uninterruptedly at a rate to insure full completion of the entire contract.
- B. If the contractor has finished the work after the above period of full completion, there may be deducted from the contract price and retained by the Township an amount to cover the actual cost paid by the Township for any inspection or construction-related engineering services related to the work for the number of days in excess of the completion time above mentioned.
- C. In addition to the actual cost of observation and engineering services, the Township shall have full authority to and may deduct and retain from the payments to the contractor the sum of \$500.00 for each day any portion of the work (exclusive of minor punch list items which have no substantial impact upon the usability or performance of the contract) remains uncompleted beyond the time limit noted above. This sum will be retained as liquidated damages due to the extreme difficulty of estimating the actual costs which would be suffered by the Township as a result of late completion and does not represent a penalty for late completion.
- D. Extension of time may be granted by the Township by reason of unusual difficulty or for other cause deemed by the Township to be good and sufficient, provided that requests for extension be accompanied by the approval, in writing, the Surety Company appearing as such on the bonds furnished by the contractor in accordance with this contract.

**46. FEDERAL HOUSING AND COMMUNITY DEVELOPMENT REQUIREMENTS: APPLICABLE IF CHECKED ☼**

- A. Bidders should be aware that Federal Housing and Community Development funds are being provided for this project, and compliance with all HUD-mandates are required. It is the bidder's responsibility to read, understand and pay close attention to all documentation included in this bid package to ensure that all local and state requirements are understood and met at the time of bid proposal and in completion of the contract.

**48. WORK SCHEDULE**

- A. Contractor must apply for all applicable permits within one week after the Purchase Order is issued. If no permits are required, work must begin no later than one week after the Purchase Order is issued.
- B. After notification that the permits are ready, Contractor has one week to pick up permits and begin work.
- C. Contractor must continue the work until the job is done. If not completed within the number of days stated in the specifications, the Township will be paid \$100 per day for additional costs to the Township.
- D. If a Contractor is awarded the rehabilitation of more than one property, the housing rehabilitation administrator may allow an extension of the completion date on the additional properties.
- E. Completion time frame for each house is shown on the proposal pages.

**49. WITHDRAWAL OF BID (N.J.S.A. 40A:11-23.3)**

- A. N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.
- B. A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in

writing, by certified or registered mail to (name and title of the local official at the complete address to which the bid was submitted.) The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, (the name and title of the local official) may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

- C. A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.
- D. The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

## **50. IRAN EMBARGO**

- A. New Jersey P.L. 2012, c. 25 prohibits State and local public contracts with persons or entities engaging in contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.
- B. Bidders should complete and submit with their bid the Disclosure of Investments in Iran certificate which is enclosed in the bid package.

## **SCOPE OF WORK**

### **Technical Specifications**

ALL CONTRACTORS AND OWNERS MUST READ AND INSURE THEY UNDERSTAND THE FOLLOWING GENERAL CONDITIONS. SUBMISSION OF A BID AND ACCEPTANCE BY OWNER OF WORK WRITE UP IS ASSUMED TO BE ACKNOWLEDGEMENT OF ALL GENERAL CONDITIONS, GENERAL INSTRUCTIONS, AND TECHNICAL SPECIFICATIONS.

ALL CERTIFICATES, LICENSES , REGISTRATIONS AND INSURANCES MUST BE CURRENT AND ON FILE BEFORE ANY CONTRACT CAN BE AWARDED.

1. Contractor shall supply all sub-Contractors with a copy of the description of repairs for all work that sub-Contractors are to do.
2. Apply and obtain all required permits and/or approvals from authorities having local jurisdiction, including electrical, plumbing, building, historical preservation, community/condo association (if applicable) and environmental. Schedule all inspections required by codes and regulations and provide evidence of approvals for all stages of inspections. Township permit fees will be waived, but state fees cannot be waived.
3. Contractor shall keep premises clean and orderly during the course of the work and removal all debris upon completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor. All debris generated by construction work must be disposed of in a legal manner. It is the Contractor's responsibility to provide a refuse container on site, if required. No debris or accumulations of construction materials are to be left inside the premises. Premises are to be "broom clean" and free of any potential safety hazards at the end of each workday.
4. Premises are to be secured at the end of each workday. All exterior doors and windows closeable and lockable or secured by plywood installed over openings. At no time shall proper egress entry and exit to the premises be blocked, boarded over or hazardous.
5. Care is to be taken regarding all areas to remain. Protective drop cloths shall be placed in all work areas and along access routes to work areas, as appropriate. Contractor is responsible for repairing any damages to the property caused by the work or the actions of his/her employees and subcontractors.
6. Owners will be occupying the premises during construction and are to be given all due consideration in organizing the construction around their requirements.
7. Utilities, including toilet facilities, are to be left operational at the end of the workday (water, electric, gas, fuel oil, and individual carbon monoxide and smoke alarms). Specialty systems such as fire, burglar, intrusion, intercoms, CCTV, satellite dishes, cablevision, computer, telephone, etc, are the responsibility of the Homeowner. The homeowner will make arrangements and pay for any required service, repair, disconnects and reconnects or other items regarding these specialty systems. Neither the program nor the Contractor is responsible in any manner for these types of systems.
8. All electrical and plumbing work is to be performed by a New Jersey state licensed electrician and plumber as required by code. Contractor is to obtain all required permits, and all work is to meet the requirements of all applicable codes. All work is to be inspected and approved by the governing agency.
9. All finishes, i.e. paint, tile, stain, siding, roofing, etc. are to be in colors chosen and approved by the owner from standard offering available from the manufacturer.
10. Materials are to be as specified or equal. Brand names or manufacturers specified herein are for guidance purposes only. Substitutions of "or equal" materials is acceptable. Final determination of equality will be by the Township.
11. Allowances for purchase and delivery of items include cost of item and sales tax for same only.
12. Hidden conditions or need for additional work that may be uncovered during construction are the responsibility of the Contractor to immediately report same to the Township. No work performed to correct these conditions will be paid for unless approved as per change order note below. This includes any situation where in the opinion of the Contractor or upon notification by the appropriate

construction official that the work as specified will not correct the condition in a satisfactory manner.

13. Any changes in the scope or cost of the work must be approved by written change order. All changes must be pre-approved by the Township before the work is done or payment will be made. "Trade off" changes, such as eliminating an item of work or using a substitute material in order to allow additional work, increased scope or upgraded material in another section must also be approved even if there is no change in cost. Failure to get pre-approval for trade offs will result in payment being withheld for the changed items. Upgrade change orders that result in additional costs or create additional costs for other trades will be paid for by the homeowner.
14. All sizes, number and measurements are approximate. The Contractor's bid will be based upon and inspection report and work write-up prepared by the Township. Contractor is responsible to field measure and verify counts before starting work. Any changes from the original work write-up must be approved by the Township.
15. The final decision on the acceptability of all work will be responsibility of the Township.
16. All Contractors shall have a Business Registration Certificate from the Department of Treasury prior to the issuance of a Purchase Order.
17. Contractors must comply with the NJ lead safety rules (NJAC 5:17 and NJAC 8:51, et al.) Contractors selected to perform repairs at sites where lead is detected or presumed must have completed the HUD certified course on Lead-Safe work practices and must follow these procedures.
18. No Contractor can be working on or have contracts for more than three houses at one time. The Township reserves the right to not award a contract to a vendor if that contract would bring the total number of uncompleted projects over that limit. The award would then be made to the 2<sup>nd</sup> lowest bidder for that project.
19. ARTICLE XIV- Section 3 of the Housing & Urban Development Act of 1968  
Pursuant to the provisions of Section 3 of the Housing & Urban Development Act of 1968, priority consideration shall be given, when feasible to section 3 business concerns that provide economic opportunities for section 3 residents in Franklin Township. A section 3 resident is : 1) a public housing resident; or 2) a low or very low income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended. A section 3 business is a business concern that is substantially owned by Section 3 residents; whose permanent full-time employees include at least 30% Section 3 residents; or that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the prior two criteria.
20. As a part of the housing rehabilitation project, Franklin Township Department of Public Works (DPW) will check the existing water meter to ensure it meets the current standards. The contractor shall coordinate with DPW to schedule a meter inspection while he/she is working in the premises. A new meter may be issued if necessary. There will be no cost to the homeowner or contractor for the meter inspection or new meter. The meter inspection takes approximately 1 hour and it should be scheduled at least 1 week in advance. To schedule a meter inspection, the contractor shall call DPW at 732-249-7800, ext. 6414. The contractor will be responsible for canceling the appointment with the water department if neither the contractor nor homeowner will be there at the scheduled time to admit the public works employees.
21. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN FROM THE HOMEOWNER WRITTEN APPROVAL OF THE PRODUCTS BEING PURCHASED FOR THE PROJECT. IT IS ESPECIALLY IMPORTANT THAT THE HOMEOWNER GIVE FINAL APPROVAL OF COLORS AND STYLE OF PRODUCT BEING ORDERED, AS LONG AS THEY COMPLY WITH THE SPECIFICATIONS AND ARE WITHIN THE APPROVED BUDGET.
22. Per regulations by HUD, all bidders must submit certification that the contract will or will not require the creation of a new employment opportunity in the company. This applies to the hiring of the bidder's direct employees. This does not apply to the hiring of subcontractors or hiring done by the subcontractors. The answers provided will have no influence on the review of the bids or award of the contracts.

#### Permits

Permits shall be applied for and received prior to starting work. Section 5:23-2.31 (e) 4. of the Uniform Construction Code (UCC) states "Up to \$2,000.00 fine per violation for failure to obtain a required permit prior to commencing construction." When applying for permits, Contractor must bring a copy of the work write up to the construction office to be placed in the permit jacket. No permits will be issued until

this is adhered to.

All permits must be applied for at the same time.

### **DETAIL REQUIREMENTS:**

**264 Girard Ave. Somerset, NJ**

Roofing and related repairs:

1.
  - A. Remove 1 or 2 layers of existing shingles – approx 1500 sq. ft.
  - B. Any patching of roof decking needs to be documented with photos and by calling me or Christine Woodbury. If patching is necessary use \$2.00/sq. ft. and  $\frac{3}{4}$  "plywood.
  - C. Install new 15 lb. felt and Ice and Water Shield to CODE.
  - D. New flashing and plumbing flashing to be installed. Where roofing abuts an existing wall cut into the wall and install flashing and then step flashing.
  - E. Cut and install approx. 38' of ridge vent.
  - F. Install approx. 18 sqs. new 25 year roof shingles in color chosen by homeowner from standard shingle colors.
  - G. Remove and repair holes in fascia and soffit with #2 pine to match existing. Patches are to be no shorter than 2' in length. Where existing is damaged more than once the new trim must be one full length.
  - H. Replace rafter ends as necessary by removing enough decking to allow a minimum 2' splice; then redeck and roof.
  - I. Install new white alum. 5" gutters and 2 X 3 leaders to the ground with splashblocks.
2. Interior bedroom ceiling; remove some existing plaster ceiling to flatten the ceiling and install new  $\frac{1}{2}$  " sheetrock taped and spackled over entire ceiling. Paint ceiling and walls 2 coats paint in color chosen by homeowner from standard colors.



**FRANKLIN TOWNSHIP, COUNTY OF SOMERSET**  
**BID PROPOSAL FORM/SIGNATURE PAGE**

**HOUSING REHABILITATION SERVICES**  
**264 Girard Ave.**  
**CONTRACT #: MC-9006-17**

**TO THE FRANKLIN TOWNSHIP COUNCIL:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the schedule of fees for the following:

<b>Housing Rehab - 264 Girard</b>		
It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.		
<b>ITEM NO.</b>	<b>ITEM</b>	<b>AMOUNT</b>
		<b>Dollars/Cents</b>
1	Roofing	
2	Interior ceiling repair	
<b>BID TOTAL</b>		

**Total Amount Bid (in figures):** \_\_\_\_\_

**Total Amount Bid (in words):** \_\_\_\_\_

(Corporation)  
The undersigned is a (Partnership) under the laws of the State of \_\_\_\_\_ having its  
(Individual)  
Principal office at \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Type or Print Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

Form A -

THIS FORM PERTAINS ONLY TO CONSTRUCTION, ALTERATION OR REPAIR

## Contractors –

We have included in the above Base Bid Proposal the Contractors indicated below for the various divisions of work, which will be performed by said contractors on the event we are awarded the contract, it being specifically stated that we will enter into a contract with each and every one of the below named contractors; **Do not leave blank; if none, so state; if self, so state.**

<u>Division of Work</u>	<u>Name and Address of Company</u>
<u>1. The plumbing and gas fitting and all kindred work</u>	<hr/> <hr/> <hr/> <hr/>
In compliance with N.J.S.A. 45:14C-2(h) Licensed master plumber	
<hr/> Name of Plumber	<hr/> License number
<u>2. Steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work;</u>	<hr/> <hr/> <hr/> <hr/>
<u>3. Electrical work, including any electrical power plants, tele-data, fire alarm, or security system</u>	<hr/> <hr/> <hr/> <hr/>
<u>4. Structural steel and ornamental iron work</u>	<hr/> <hr/> <hr/> <hr/>

**FRANKLIN TOWNSHIP COUNTY OF SOMERSET  
BID DOCUMENT CHECKLIST**

<b>Required With Bid</b>		<b>Read, Signed &amp; Submitted Bidder's Initial</b>
<b>A.</b>	<b><u>FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID</u></b>	
<input checked="" type="checkbox"/>	Ownership Disclosure Certification	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire	_____
	<b>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>	
<b>B.</b>		
<input checked="" type="checkbox"/>	Copy of Certificate of Insurance Name Owner as Additionally Insured	_____
<input checked="" type="checkbox"/>	NJ Business Registration Certificate – Bidder – must possess certificate at time of bid opening	_____
<input checked="" type="checkbox"/>	Current New Jersey Home Improvement Contractor License	_____
<input checked="" type="checkbox"/>	The Lead Remediation certificate issued by the DEP	_____
<input checked="" type="checkbox"/>	Current New Jersey issued license (s) or Certification required by the specification	_____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: \_\_\_\_\_

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

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

FRANKLIN TOWNSHIP, COUNTY OF SOMERSET

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

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

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

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

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

**Part II**

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

OR

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

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

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

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

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

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

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

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

**Part IV Certification**

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

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

**FRANKLIN TOWNSHIP, COUNTY OF SOMERSET  
NON-COLLUSION AFFIDAVIT**

---

State of \_\_\_\_\_  
County of \_\_\_\_\_

ss:

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

the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age, being  
duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Franklin Township County of Somerset 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 employees or bona fide established commercial or selling agencies maintained  
by \_\_\_\_\_.  
(Name of contractor)

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_.

**A.**  
**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?** Yes ☐ No ☐  
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?** Yes ☐ No ☐  
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

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 B**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**  
**N.J.A.C. 17:27-1.1 et seq.**  
**CONSTRUCTION CONTRACTS**

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or



scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted Township employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for

said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

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

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

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

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

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

October 20, 2004

**Revised Contract Language for BRC Compliance**

*Goods and Services Contracts (including purchase orders)*

*\* Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- \*2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**ALERT  
FAILURE TO POSSESS A  
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
MAY BE CAUSE FOR REJECTION OF YOUR BID**

**FRANKLIN TOWNSHIP COUNTY OF SOMERSET**

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

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
IS CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE  
FRANKLIN TOWNSHIP, COUNTY OF SOMERSET.

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

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

TAXPAYER NAME:  
**TAX REGISTRATION TEST ACCOUNT**

TAXPAYER IDENTIFICATION#:  
**970-097-382/500**

ADDRESS:  
**847 ROEBLING AVE  
TRENTON NJ 08611**

EFFECTIVE DATE:  
**01/01/01**

FORM-BRC(08-01)


TRADE NAME:  
**CLIENT REGISTRATION**

SEQUENCE NUMBER:  
**0107330**

ISSUANCE DATE:  
**07/14/04**

*John S. Tully*  
Acting Director

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

 **STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT

**Trade Name:**

**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611

**Certificate Number:** 1093907

**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
**20041014112823533**

**FRANKLIN TOWNSHIP**  
Franklin Township, County of Somerset New Jersey  
Division of Purchasing  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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**Solicitation Number:** MC-9006-17 **Bidder/Offer:** \_\_\_\_\_

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

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
**AND**

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

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

You must provide, 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.

NAME: \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

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

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

FRANKLIN TOWNSHIP, COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

FORM NOT REQUIRED IF NO ADDENDA ISSUED

[illegible]

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