

**TOWNSHIP OF
NEPTUNE
MONMOUTH COUNTY, NEW JERSEY**

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL SERVICE CONTRACT**

INTERIM TOWNSHIP ENGINEERING SERVICES

VITO D. GADALETA, BUSINESS ADMINISTRATOR

MICHAEL J. BASCOM, CFO

RICHARD J. CUTTRELL, CLERK

MELISSA ZUCCONI, PURCHASING OFFICIAL

TOWNSHIP COMMITTEE

DR. MICHAEL BRANTLEY, MAYOR

NICHOLAS WILLIAMS, DEPUTY MAYOR

KEITH CAFFERTY

ROBERT LANE

TASSIE YORK

PROPOSAL DUE DATE: DECEMBER 7, 2021 @11AM

Township of Neptune
Request for Qualifications
Professional Service Contract

Notice is hereby given that the Township of Neptune will receive Qualifications
on TUESDAY, DECEMBER 7, 2021 at 11:00 A.M. in Township of Neptune,
Municipal Building, 25 Neptune Boulevard, New Jersey for
INTERIM TOWNSHIP ENGINEER SERVICES

Qualifications are being solicited through a Fair and Open process in accordance with **N.J.S.A. 19:44A-20.5** et seq, and the Municipal Code of the Township of Neptune. Requests for Qualifications (RFQ) may be obtained at the Township of Neptune, 25 Neptune Boulevard, Neptune, New Jersey 07753 between the hours of 8:30 A.M. and 3:30 P.M. Monday through Friday or www.neptunetownship.org the Township of Neptune's website.

Responses to this RFQ must be delivered in a sealed envelope bearing the title **"Interim Township Engineer Services"** to:

Township Clerk, Neptune Township
Neptune Township Municipal Complex
25 Neptune Blvd. Neptune NJ 07753

Submissions must be made in the form required by the specifications one (1) printed original and one (1) copy on 8 ½" x 11" white paper. Submissions must be sealed and plainly marked on the outside of the sealed envelope to the services for which the Qualification is submitted. Submissions must be received no later than 11:00 a.m. on December 7, 2021.

The Township of Neptune reserves the right to reject any and all submissions, to waive any informality in the RFQ process, and to accept any submissions which, in their judgment, are most advantageous, price and other factors considered, and will best serve the interest of the Township of Neptune. Submitters are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27.

Successful contractors will be required to provide, prior to award of the contract, their Affirmative Action documentation, New Jersey Business Registration (Form NJ BUS REG). Successful contractor will also be required to comply with all terms imposed by NJ Elections Laws subject to campaign funding limits.

By order of the Township of Neptune

Dr. Michael Brantley, Mayor
Michael J. Bascom, Chief Financial Officer
Richard J. Cuttrell, Municipal Clerk

Proposals will be reviewed and award of contract will be based upon the following criteria:

- Experience and reputation of the firm in all phases of municipal engineering.
- Qualifications of the individuals who will perform the required services, and their respective participation.
- Experience of the individuals as it relates to the particular expertise required to perform the contract.
- Ability of the firm to perform the services on a timely basis, including staffing and familiarity with the subject matter.
- Familiarity of staff with current N.J. Statutes governing bidding and construction projects.
- Experience with or specific knowledge of the Township of Neptune as it pertains to this contract.
- References
- Cost consideration, including, but not limited to fee schedule to be charged, fees paid by public entities of similar size and make-up, for comparable level of services, and if applicable, cost that would be incurred by the City to contract with a new firm (i.e. estimated cost for current firm to review and close out all files, and new firm to review and get up to speed on all open files).
- Successful candidate chosen from respondents will be issued a contract for a period from January 1, 2022 to December 31, 2022.

Request for Qualifications for Township Engineering Services

The Township of Neptune will receive qualifications from firms to provide municipal engineering services. The engineering services that may be required could include, but are not limited to, general engineering services (i.e. grant applications, citizens complaints, drainage issues, street vacations, environmental issues, and other minor issues requiring engineering services), municipal tax map revisions, grading review and inspections, engineering matters relating to redevelopment projects, parks improvement projects, traffic signalization projects, sidewalk and road improvement projects, green engineering, and other engineering services as the need arises.

Qualifications submission must include all of the following:

1. Name, address, phone and fax number of firm. (if multiple office sites, list all, and indicate corporate office).
2. Biography or history of the firm; staffing (i.e. number of engineers, other professionals of various types, and clerical staff). Specify any areas of engineering services in which the firm may specialize.
3. List of principals and/or partners
4. List of engineers that would be assigned to Neptune Township matters, including a summary of their educations, qualifications, expertise and experience as it relates to the various areas of engineering services the Township may require. Indicate the approximate percentage of work each would be assigned. The principals or partners assigned to Neptune Township must have a minimum of 10 years experience in the field of New Jersey Municipal Engineering.
5. List of References from at least two (2) municipalities for which the firm has provided similar services, including name, address, phone and contact information.
6. Provide prior experience, if any, the firm may have providing services to the Township of Neptune, and in what capacity.
7. List of municipalities currently under contract with the firm.
8. Copy of current Certificate of Insurance for Professional Liability coverage.

One original and one (1) flash drive copy of the submission package must be submitted to the Township for consideration. In addition to the above required information, engineering firms must provide all documents indicated on the

Submission Package Check List. Failure to provide all required documents may result in the proposal not being considered.

NATURE/ SCOPE OF SERVICES – The Township of Neptune is requesting submissions for Township Engineering Services, requiring a minimum of twenty (20) office hours per week, at an hourly rate of \$150.00. The Engineer appointed will have a close working relationship with the Business Administrator's Office, Department of Public Works, Planning, Zoning, Department of Code and Construction Inspections, Department of Recreation, and any other Township Department required.

The engineering firm must demonstrate the ability to:

1. Provide engineering services as requested by the Township of Neptune, including but not limited to:

- Manage engineering pool.
- Site, land use and environmental planning.
- Facility, infrastructure and project design.
- Building systems evaluations.
- Traffic signals.
- Storm and sanitary sewers.
- Well closures.
- Manage Capital Projects.
- Development of as-built plans, feasibility and comparative cost reviews.
- Review and evaluate permit requirements.
- Prepare and submit applications, correspondence, and the like to the New Jersey Department of Transportation, NJDEP and any other applicable regulatory agency, as required.
- Studies for areas in need of rehabilitation or redevelopment and plans for same coordinated with the SDRP, master plan and Smart Growth and Transit village initiatives.
- Brownfield's rehabilitation – Applying for and administering grants, coordinating with DEP.

- Roadway reconstruction.
- Surveying
- Site Engineering
- Mentoring of in-house Assistant Engineer
- Attend regular, special and emergency meetings of the Township of Neptune, if required.
- Attend all other meetings and bid related conferences that the Township of Neptune deems necessary.
- Prepare and/or review of reports, permits, applications and bid documents as requested by the Township of Neptune.
- Reviews of all correspondence referred by the Township of Neptune and prepare correspondence on behalf of the Township of Neptune, if requested.
- Interact with applicable Township personnel, Contractors, other consultants and governmental agencies, as required.
- Provide a range of other specialized engineering services which may be needed by the Township.

Additional Pay to Play Requirements

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c. 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. The report is due March 30 of each year for reporting for prior year contracts. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Other Terms and Conditions

The Prompt Payment Law requirements and Township policy detailed below will become a part of any contract issued under this RFP. The firm awarded a job with the Township will be responsible for insuring that their participation in the payment process allows for timely payment to the contractor.

Payment Requests-Construction Contracts

Pursuant to N.J.S.A. 2A:30A-1 et seq., better known as the "Prompt Payment Law", all contractors for "Public Works" projects, are required to follow the following procedures in submitting bills, invoices, and/or requests for payment:

- a. In order for payment to be made in a timely manner, any bill, invoice and/or request for payment must be received by the Township, or its agent, no later than thirty (30) calendar days prior to the Committee Meeting in which you are requesting payment be approved and made. If a Contractor is unable to make a payment request in this time frame, said payment (if approved) will be made at the next regularly scheduled public meeting of the Neptune Township Committee. Committee Meetings are scheduled for the second and fourth Monday of each month (holidays excepted).
- b. In the event that a regularly scheduled meeting of the Committee is cancelled due to severe weather, lack of quorum, emergency, and/or any other reason, all requested payments will be postponed until the subsequent meeting of the Township Committee.
- c. From the date that the payment request is received, the Township will have twenty (20) calendar days to approve, deny, or partially withhold payments. If the request is **approved**, payment will be made in accordance with the Committee Meeting schedule above. If the request is **denied or partially withheld**, the Township, or its Project Consultant, will immediately notify the Contractor in writing of the reason for the denial. Payment will not be made until all errors or omissions have been corrected to the satisfaction of the Township.
- d. Unless otherwise indicated at the pre-construction meeting, all requests for payment must be presented to the Township's Project Consultant (engineer, architect, or other professional designated by the Township to perform project oversight). That Consultant will be responsible for reviewing the payment request and either approving same and forwarding to the Township Finance Officer for payment processing, or denying the payment and notifying the Contractor, in writing, of the deficiencies. Township Finance Officer must be copied on all correspondence relating to payments.

- e. If the Contractor's payment request for payment is approved, but the Finance Officer's Office has not received the required Prevailing Wage Documentation, either prior to or with the payment request, payment request will be denied as incomplete and the Contractor notified in writing of the deficiency. Processing will not be completed until the deficiency is corrected as required by law, and until the next regularly scheduled Committee Meeting.
- f. In utilizing a Consultant (Engineer) for administration of a municipal project, said Consultant agrees to be held to the same payment processing requirements under the "Prompt Payment Law" as the Township. The Consultant acknowledges that it has read and is familiar with this law, and with the provisions of this Section of this RFP. Any penalties assessed to the Township by a contractor as a result of the Consultant not abiding by the specification procedure or the law shall be deducted from their total contract amount due. The Consultant further agrees to indemnify and hold the Township harmless from all consequences of their having not processed requests for payment in a timely manner pursuant to the law or these specification requirements.

TOWNSHIP OF NEPTUNE
DOCUMENT SUBMISSION CHECKLIST

REQUIRED

**READ, SIGNED
& SUBMITTED**

Yes	PROPOSAL AS REQUIRED IN RFQ	<input type="checkbox"/>
Yes	STOCKHOLDER OWNERSHIP DISCLOSURE	<input type="checkbox"/>
Yes	NON-COLLUSION AFFIDAVIT	<input type="checkbox"/>
Yes	AFFIRMATIVE ACTION QUESTIONNAIRE	<input type="checkbox"/>

REVIEWED

Yes	MANDATORY AFFIRMATIVE ACTION LANGUAGE	<input type="checkbox"/>
Yes	AMERICANS WITH DISABILITIES ACT OF 1990	<input type="checkbox"/>
Yes	N. J. BUSINESS REGISTRATION REQUIREMENTS	<input type="checkbox"/>

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<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:	

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____ residing in _____
(name of municipality)

in the County of _____ and State of _____ of full age,

being duly sworn according to law on my oath dispose and say that:

I, am _____ of the firm of _____,
(title or position) (name of firm)

the bidder making this Proposal for the bid proposal entitled _____
(title of bid proposal)
_____, and that I executed the said proposal with full authority to do so,

that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, 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 the **Township of Neptune** relies upon the truth of the statements contained in said Proposal, and in the statements contained in this affidavit, in awarding the contract for the said project.

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

Subscribed and sworn to
before me this day

(signature of affiant)

(signature of notary)

My Commission expires:

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATION
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing

Agent.

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.

OR

3. An Affirmative Action Employee Information Report (Form AA302).

OR

4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

☐ Yes ☐ No If yes, please submit copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

☐ Yes ☐ No If yes, please submit copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L.1975, C. 127, WITHIN THE REQUIRED TIME FRAME.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

(REVISED 10/08)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, 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.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

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

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

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

CONTRACT LANGUAGE FOR BUSINESS REGISTRATION CERTIFICATE COMPLAINE

For Procurement (Goods and Services) Contracts (including 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 to submit proof of business registration to the contractor; 2) prior to receipt of final payment from the contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) 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 or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

For Construction Contracts

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 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. 52:32B-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 or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

For more information, or to register online, go to <http://www.nj.gov/treasury/revenue/taxreg.htm>