

I- GENERAL INSTRUCTIONS:

1.1 PUBLISHED NOTICE OF SOLICITATION IDENTIFIES THE “CLIENT/OWNER” AND THE PROFESSIONAL “SERVICE/TITLE” SOUGHT. The Client/Owner, is the public entity or local unit soliciting professional services by way of the “Notice of Solicitation for the Professional Service/Title” provided with the “Solicitation Package” of which these “General Instructions and Submission Criteria” are a part. Said “Notice of Solicitation” is referred to elsewhere in these instructions and throughout the solicitation package and submission documents as the “Notice of Solicitation,” and/or the “Specific Notice.”

1.2 SUBMITTING PARTY SUBJECT TO CLIENT/OWNER’S REQUIREMENTS . The professional services provider submitting a request to provide professional services for the client/owner (hereinafter referred to in the various submission documents as the “respondent”, “provider”, “contractor”, “submitting party”, “applicant”, “vendor”, “service provider” and/or “professional service provider”) owner shall be subject to the specific requirements of the above mentioned “Notice of Solicitation” as well as the requirements contained in these “General Instructions and Submission Criteria” as well as in the “General Contract Provisions”. The provider is charged with employing due diligence with respect to ascertaining and complying with these submission requirements and the fact that any professional services entity is unfamiliar with or unaware of the details of these requirements will not be accepted as an excuse to waive them.

1.3 COMPLETION OF SUBMISSIONS. Each submission must be provided by way of the Standardized Submission Documents which must be signed where indicated by a principal or other duly authorized representative of the professional services entity submitting the proposal. Any additional sheets and attachments should be clearly referenced under the appropriate area of the Form Provided for Submission of “Proposal, Qualifications and Costs.” All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. The sealed responses should include an original and 8 copies of the following submission documents:

1. The “Proposal, Qualifications and Costs Submission Form” signed and dated by the provider and clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).
2. A signed and notarized “Non-Collusion Affidavit.”
3. A signed Disclosure of Ownership form.
4. A “Professional Service Entity Information Form”
5. A copy of the vendor's current "NJ Business Registration Certificate." Information on this certificate can be obtained on the web at "<http://www.state.nj.us/treasury/revenue/busregcert.htm>".
6. Such other documents and materials as may be appropriate to show the qualifications and experience of the provider or to meet the requirements of this submission.

1.4 Time of Submission. Each submission shall be contained in a sealed envelope addressed to the public entity or local unit of the City of Bayonne soliciting the professional services at the return address shown in the Notice of Solicitation for the position sought as posted on the City of Bayonne's website. The envelope shall specify the Title or Position for which the submission is provided. The submissions is to be clearly marked "Sealed Submission Enclosed" and **must be delivered at the place and time required or mailed so as to be received at or prior to the time set in the "Notice of Solicitation"** or any supplemental specific notice form the Client/Owner extending that deadline.

1.5 ACTUAL DELIVERY REQUIRED. The Client/Owner will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

1.6 ADDITIONAL OR SUPPLEMENTAL MATERIALS. In addition to the required materials, the responding party may submit additional or supplemental materials to demonstrate their qualification or capacity to perform the professional services listed or to illustrate other factors why hiring them to perform the service would be in the best interest of the Client/Owner.

1.7 WITHDRAWING SUBMISSIONS. Submissions forwarded to the Executive Director and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represents the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

1.8 MODIFICATIONS OF SUBMISSIONS. Any professional services entity may modify its submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The Client/Owner, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the Client/Owner will not know the final price(s) or term(s) until the sealed submission is opened.

1.9 MULTIPLE SUBMISSIONS. Entities and individuals may submit proposals for more than one title or position; however, more than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names for the "same" title or position shall not be considered.

1.10 UNBALANCED SUBMISSIONS. Submissions, which are obviously unbalanced, may be rejected at the option of the Client/Owner.

1.11 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION. Facsimile documents may be included in a submission package; however, facsimile copies are not acceptable for any submission documents requiring authorized signatures, which must be provided with original signatures in ink.

1.13 RIGHT TO REJECT SUBMISSIONS. The Client/Owner reserves the right to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements, to reject any and all submissions or proposals

received without cause and/or to negotiate separately with respect to any submission in any manner necessary to serve the best interests of the Client/Owner.

1.14 RIGHT TO WAIVE INFORMALITIES RESERVED. The Client/Owner expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the Client/Owner's judgment serves its best interests.

1.15 TIME AND PLACE OF SUBMISSION OPENINGS. The person designated by the Client/Owner to receive submissions shall receive proposals at the time and place mentioned in the Public Notice for Solicitation up to the deadline set forth therein, and will immediately thereafter be publicly opened with key provisions read aloud and otherwise available for public scrutiny as set forth in the Notice of Solicitation as published on the City of Bayonne's Website.

1.16 ERRORS IN SUBMISSIONS. If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1.17 SUBMISSIONS NOT IN COMPLIANCE. The Client/Owner may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* pursuant to P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 et seq.)

1.18 TIME FOR AWARD OF CONTRACT. The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, generally no more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as the submitting party may specify or agree to, not to exceed one year.

1.19 METHOD OF AWARD – CONTRACT NOT EXCLUSIVE. The Client/Owner reserves the right to award submissions on a “*service by service*” basis, “*per project*” basis, *in part or in whole* as determined by the Client/Owner. Any professional service contract awarded by the Client/Owner need not be exclusive to one provider or accept all of that provider's offered services. The Client/Owner is not bound to hire one professional service provider for all or part of the scope of services proposed and shall have the option of selecting the services to be provided by the professional from the scope of services offered and to hire one or more firms to provide the same type or scope of services on the same or different projects.

1.20 BUSINESS REGISTRATION AND COMPLIANCE WITH EEO. The successful professional service entity will be required to comply with the requirements of the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts), and 42 U.S.C. §12101 et seq. (the Americans with Disabilities Act) and any final contract shall indemnify the Client/Owner from any violation of these acts caused by the professional service provider, or the provider's agents, servants or subcontractor(s) or the employees of same. **PROOF OF BUSINESS REGISTRATION MUST BE PROVIDED WITH THE SUBMISSION PACKAGE. THIS IS NOT A WAIVABLE DEFECT. INFORMATION**

ON OBTAINING A BUSINESS REGISTRATION CERTIFICATE IS AVAILABLE ON THE WEB AT www.nj.gov/treasury/revenue/busregcert.htm.

1.21 **After notification of award but prior to execution of any contract**, one of the following three documents as forms of evidence:

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

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.; OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the local entity requesting the professional service to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq. The successful professional service entity may obtain the Employee Information Report at http://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf.

Again, this is not required to be in the submission package, but your NJ Business Registration Certificate must be.

1.22 **LIMITATION.** The Client/Owner, or its agents, servants or employees, will not be responsible for any expenses incurred by any respondent in preparing or submitting a proposal. Any Request for Qualifications or Proposals by the Client/Owner is not intended to be an offer, order, or contract and should not be regarded as such. No obligation or liability is imposed on the Client/Owner by issuance of any Request for Qualifications (RFQ), Request for Proposals (RFP), or other request for expression of interest in providing goods or services. The Client/Owner reserves the right, in its sole discretion, to refuse any proposal submitted.

II. SELECTION CRITERIA

2.1 **SELECTION CRITERIA TO BE USED IN AWARDING CONTRACTS.**

Proposals will be evaluated by the Client/Owner on the basis of the most advantageous proposal submitted, with expertise, experience, price and other factors considered. The evaluation will consider:

- A. Compliance with the general instructions and general and specific submission criteria.
- B. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
- C. Experience, references and reputation in the field. Knowledge of the Client/Owner and the subject matter to be addressed under the contract.
- D. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter. Availability to accommodate any required meetings.
- E. The existence of any conflict of interest that may limit or impede the scope of representation.
- F. Cost consideration - including, but not limited to, historical, current and comparable costs for similar professional services from those with similar expertise, experience and/or ability.
- G. Other factors if determined to be in the best interests of the Client/Owner.

GENERAL CONTRACT REQUIREMENTS & ADDENDUM A, B & C. Absent an express written waiver from the Client/Owner to the contrary, the submitting party (hereinafter referred to in the various submission documents as the “respondent”, “provider”, “contractor”, “submitting party”, “applicant”, “vendor”, “service provider” and/or “professional service provider”) should understand that they will be bound by the following “General Contract Requirements and Addendum” of the Client/Owner for all professional services contracts.

3.1 ACCEPTANCE OF GENERAL AND SPECIFIC CONDITIONS - PRIORITY OF CONTRACT PROVISIONS - Absent an express written waiver from the Client/Owner to the contrary, the submitting party should understand that they will be bound by these “General Contract Requirements and addendum” of the Client/Owner for all professional services contracts as well as the specific “Position/Title Description and Qualification Criteria” (Schedule A in the Submission Package) of the Client/Owner for the position or professional service to which the contract applies and that the contractual requirements of these general and specific provisions will be incorporated into any final contract. Some of the contents of the proposal submitted by the successful firm or firms(s) (such as, scope or work, fee structure and other terms) may also become part of any final contract. In the event of a conflict between any provisions of that final contract, the language of the body of that final contract shall control first followed (in order or priority) by the specific “Title/Service Description and Qualification Criteria” specified by the Client/Owner, then by these “General Contract Requirements” and addendum, and then last by any incorporated provisions of the Service Provider’s proposal.

3.2 CONTRACT NOT EXCLUSIVE. Absent an express contractual provision to the contrary, any professional service contract awarded by the Client/Owner with respect to a particular professional service or project service is not exclusive to one provider. The Client/Owner may, in its sole discretion, apportion work between and among providers and/or assign more than one provider to the same service or project.

3.3 ASSIGNMENT OR TRANSFER PROHIBITED. Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Client Owner (i.e. the City or the soliciting City Entity).

3.4 SERVICE PROVIDER'S INDEPENDENT STATUS. It is expressly understood and agreed that the status of the professional service entity and its employees, agents, and officers in any contract awarded by the Client/Owner shall be that of an independent contractor retained on a contractual basis to provide professional engineering services for the limited time frame set forth above and it is not intended, nor shall it be construed, that the Service Provider or any of its employees, officers and/or agents is/are (an) employee(s) or officer(s) of the Client/Owner for any purpose whatsoever.

3.5 PROFESSIONAL SERVICES ENTITY'S COMPLIANCE WITH LAWS The professional services entity agrees to fully comply with the provisions of any Federal, *General Contract Requirements – Professional Service & Addendum A, B & C* Page 2 of 6 State, County and Local Government statutes, rules or regulations during the term of the contract including, but not limited to the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts), and 42 U.S.C. §12101 et seq. (the Americans with Disabilities Act) and shall indemnify, defend and hold the Client/Owner against any claim, fine, violation or other cost made and/or assessed against the Client/Owner arising from a violation of those laws caused by the professional service provider or by the professional service provider's agents, servants, subcontractor(s) or the employees of same.

3.6 GENERAL INSURANCE REQUIREMENTS – INDEMNITY. The professional service provider contracting with the Client/Owner shall maintain a minimum of \$1 million in errors and omissions and/or professional liability insurance during the period of performance required of any contract with the Client/Owner as well as such other insurance as may be specified in the "specific requirements" for the position or service contracted for and shall provide proof of such coverage(s) to the Client/Owner prior to performing any work or at any time such proof may be requested by the Client/Owner. The professional service provider contracting with the Client/Owner also agrees to indemnify, defend and hold the Client/Owner harmless against any claim for damages, injunctive relief or other civil liability or restriction made and/or assessed against the Client/Owner due to the actions or negligence of the professional service provider or by the provider's agents, servants or employees.

3.7 PAYMENT - AVAILABILITY OF FUNDS – NO INTEREST. The award of any Contract by the Client/Owner is subject to the Client/Owner's Executive Director or Chief Financial Officer certifying that the necessary funds are available in the year of award. Contracts which span multiple fiscal years are subject to cancellation in the following fiscal year if funds for continuation of the contract into that fiscal year are not approved by the governing body. The obligation of the Client/Owner to make payment to the provider shall be limited to the funds appropriated and made available as set forth above. Provider will be obligated to notify the Client/Owner when 75% of the contract ceiling has been reached. Payments are processed by the Client/Owner following receipt of properly detailed and signed invoices and vouchers and approval by the Board at a regular meeting. Notwithstanding any other provision of the final contract, including any recitation of interest in the provider's rate schedule, no interest or late payment fees or any type shall apply to or be due from the Client/Owner to the provider under this professional services contract.

3.8 ONE YEAR MAXIMUM TERM - TRANSITIONAL PERIOD - Pursuant to N.J.S.A. 40A:11- 3(b), may be awarded for a period not exceeding twelve (12) consecutive months. If, for any reason, a new contract has not been awarded prior to the expiration or

termination of the existing contract, the professional services entity agrees that it will continue to provide services under the terms and condition of the existing contract until a new contract(s) can become completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration or termination of the original (existing) contract.

3.9 *CLIENT/OWNER'S RIGHT TO CANCEL – NO MINIMUM PAYMENT IMPLIED OR GUARANTEED UNLESS SPECIFICALLY PROVIDED.* Client/Owner reserves the right to cancel any contract entered into without cause and without penalty at any time during that contract period by mailing to the “Service Provider” a written notice, certified mail *General Contract Requirements – Professional Service & Addendum A, B & C* Page 3 of 6 return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of the Agreement, the firm’s fees shall be prorated for the work satisfactorily performed up to the effective date of termination.

3.10 *CHOICE OF LAW – JURISDICTION- SAVINGS CLAUSE* Any dispute between the Client/Owner and the submitting party with regard to any submission or offer to provide professional services or any contract entered into to do so shall be interpreted, subject to and governed by the jurisdiction and laws of the State of New Jersey and resolved in its Courts, except where jurisdiction is expressly preempted by Federal Law in which case the matter will be subject o the jurisdiction of the United States District Court for the District of New Jersey. Any contract provision later determined to be legally void or unenforceable shall not void the remaining provisions of the contract.

3.11 *INCORPORATION OF ENCLOSED ADDENDUMS A, B and C INTO THESE GENERAL CONTRACT REQUIREMENTS.* Addendums A, B and C to these General Contracting Requirements which concern the submitting professional service provider’s (stated therein as “CONTRACTOR’S”) responsibility for compliance and Equal Employment Opportunities in Public Contracts (ADDENDUM A), the Americans with Disabilities Act (ADDENDUM B) and the New Jersey Business Registration Law (ADDENDUM C) are incorporated by reference as if set forth at length herein.

ADDENDUM A - TO "GENERAL CONTRACT REQUIREMENTS"

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICES 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, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Such action 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 non-discrimination 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

ADDENDUM B - TO "GENERAL CONTRACT REQUIREMENTS"
AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and the Client/Owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the CLIENT/OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the CLIENT/OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the CLIENT/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 CLIENT/OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the CLIENT/OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the CLIENT/OWNER or if the CLIENT/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 CLIENT/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 CLIENT/OWNER or any of its agents, servants, and employees, the CLIENT/OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the CLIENT/OWNER or its representatives.

It is expressly agreed and understood that any approval by the CLIENT/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 CLIENT/OWNER pursuant to this paragraph.

It is further agreed and understood that the CLIENT/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 CLIENT/OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

ADDENDUM C TO “GENERAL CONTRACT REQUIREMENTS”
CONTRACTOR RESPONSIBLE FOR COMPLIANCE WITH BUSINESS
REGISTRATION REQUIREMENTS

Pursuant to P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, all business organizations that do business with a local contracting agency are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration at the time a bid or proposal is submitted.

A “Business Organization” means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

This law covers construction as well as non-construction submissions.

Further information may be obtained by visiting the following web site at the State of New Jersey:

www.nj.gov/treasury/revenue/busregcert.htm

The Contractor, represents to the CLIENT/OWNER that it is and will remain in compliance with Business Registration Act during the term of any contract with the CLIENT/OWNER and that it will be responsible for compliance with N.J.S.A. 52:32-44 which 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) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were 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 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.