

**N.J. PINELANDS COMMISSION
REQUEST FOR QUOTE
RFQ #09-002
Cover Page**

DATE ISSUED: June 17, 2009

VENDOR NAME:

VENDOR FEDERAL TAX ID NUMBER:

VENDOR ADDRESS:

RETURN TO:

N.J. Pinelands Commission
Attn: Purchasing, Dawn M. Rago
15C Springfield Road
PO Box 7
New Lisbon, NJ 08064
TELEPHONE NUMBER: (609) 894-7300 ext. 147
FAX NUMBER: (609) 894-7334

TELEPHONE NUMBER:
FAX NUMBER:
EMAIL:

RESPONSE TO THIS REQUEST FOR QUOTE SHALL BE RETURNED BY:

Monday, June 29, 2009 at 12:00 P.M.

QUALIFY AS: (CHECK IF APPLICABLE) _____ SMALL BUSINESS

NAME: **CARPET RIP-UP AND INSTALLATION IN RJS CENTER BASEMENT LEVEL**

Alternative 1-\$ _____

Alternative 2-\$ _____

Optional Items:

Additional cost if labor during non-business hours (either alternative) \$ _____

Extra carpet tile: \$ _____ (price per each tile)

Important Instructions To Vendor: Fill in all requested information. After you have completed this solicitation request, it must be signed in ink and returned to the address indicated above. The Pinelands Commission General Terms and Conditions are included as a part of this solicitation and any contracts pursuant thereto.

BIDDER'S SIGNATURE:

TITLE:

DATE:

OVERVIEW

The New Jersey Pinelands Commission is Requesting Quotations for Rip Up, Installation, Carpet and Vinyl Wall Cove Base Molding.

The New Jersey Pinelands Commission is requesting lump sum prices for two Alternatives, as described below. The Commission intends to award either Alternative 1 **OR** Alternate 2. Additionally, the Commission is asking for prices for two optional items. The first is the additional cost if labor is performed during non-business hours for either alternative. Business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. The second is the cost of extra carpet tile, which is to be priced per tile.

Existing carpet is applied on a concrete surface and is glued, approximate age 8 years. The contractor shall at all times during the progress of work keep the premises and the job site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by the operations, so that at all times the premises and site shall present a neat, orderly appearance.

PRODUCT SPECIFICATIONS

Carpet color will be determined after award. Contractor shall provide the brand or brands they will using and the product specification sheets with their bid submission. All M.S.D.S. sheets of all products used must be provide before the start of work. Contractors shall provide the using agency with product designs in current production. Used or discontinued lines are unacceptable.

ALTERNATIVE # 1- SOLID CARPET GOODS & CARPET TILES

Solid Carpet Goods

- ? Mohawk, Broadloom, MC038, Ultra Performance System RE, Textured Multicolored loop, 1/8 (31.50 rows per 10 cm), 28.3 oz. Per sq. yd.(960 g/m2) Pile 145'', Fortis Type 6,6 Nylon, Protective Treatment or equivalent
- ? Areas (Corridor 009), (Locker room 005)
- ? Estimated area: 789 Square feet

Carpet Tile

- ? Mohawk Ecoflex Modular Systems 24''x 24'' or equivalent
Style Name Endeavor, Style Number ENVT, Textured Patterned Loop
Gauge 1/10. Pile Weight 28.0 oz per. Sq. yd, Pile thickness 140'', Protective Treatment Sentry Plus, Density 7,200 or equivalent
- ? Area (Project Support 002)
- ? Estimated area: 748 Square feet

Additional Materials Needed

- ? Transition strip: estimated length 95 Feet
- ? 4 inch Vinyl Cove Base Molding: estimated length 275 feet

ALTERNATIVE # 2-CARPET TILE

- ? Mohawk Ecoflex Modular Systems 24''x 24'' or equivalent
Style Name Endeavor, Style Number ENVT, Textured Patterned Loop
Gauge 1/10. Pile Weight 28.0 oz per. Sq. yd, Pile thickness 140'', Protective
Treatment Sentry Plus, Density 7,200 or equivalent
- ? Areas (Corridor 009), (Locker Room 005), (Project support 002)
- ? Estimated area: 1,537 Square fee

Additional Materials Needed

- ? Transition strip: estimated length 60 Feet
- ? 4 inch Vinyl Cove Base Molding: estimated length 275 feet

LABOR SPECIFICATIONS (same for both alternatives)

- ? Remove furnishings and work stations where necessary.
- ? Remove old carpet. Loading, cartage, hauling and dumping will be at the contractor's expense. Trash materials and debris removed on a daily basis. Agency dumpsters are **not to be used** for this purpose.
- ? All concrete floors shall be inspected to ensure it is a suitable foundation for carpet.
- ? Carpet must not be installed over existing carpet.
- ? Carpet shall be installed using manufacturer's recommended adhesive, sealers and or equal, proper trowel size and application rate. A 100% transfer of the floor adhesive into the carpet backing, while maintaining full coverage of the floor, must be attained.
- ? Carpet must be laid flat, level without humps or ripples. Seams shall be subtle and imperceptible.
- ? Install cove base with the proper application of adhesives as per the manufacturer's specifications.
- ? All furnishings and work stations must be placed back into its original position and condition.

OPTIONAL ITEMS

Additional cost if labor is performed during non-business hours (either alternative) - Non-Business Hours after 5:00 P. M. Monday-Friday and Weekends (Saturday, Sunday) and Holidays.

Extra carpet tile (each tile) - Extra carpet tiles matching the Specifications as described above.

INSTRUCTIONS FOR PREPARING QUOTES:

In addition to the information specified above, the following documents may be required with your bid submission. See Bid Document Checklist below. They are as follows: New Jersey State Business Registration Certificate, Source Disclosure Certificate, Non-Collusion Affidavit, Corporate Disclosure Statement, Affirmative Action Regulations, MacBride Principals Certification, W-9, and Public Law 2005 Chapter 51. If a sub-contractor is being utilized, the sub-contractor's New Jersey State Business Registration Certificate is required with your bid submission.

NOTIFICATIONS:

Bid proposals must remain valid for a period of 90 **days** from **Bid Opening** date. The work must be scheduled with Maintenance Technician within one week of award. Work must be completed no later than September 15, 2009. Any extensions must be approved by Maintenance Technician and at no extra cost to the New Jersey Pinelands.

SITE INSPECTION

An optional site inspection will be held on Monday, June 22, 2009 at 10:00 A. M. at 15 C Springfield Rd. New Lisbon, New Jersey, 08064.

QUESTIONS AND ANSWERS

Written questions will be accepted until June 23, 2009 12:00 P. M. Questions may be faxed or emailed to either 609-894-7334 or purchasing@njpinelands.state.nj.us. The answers will be posted on our web site at <http://www.nj.gov/pinelands> no later than 12:00 P. M. June 25, 2009. If requested in writing, answers will be faxed.

While consultants are not required to follow a standard format in preparing their proposals, they are encouraged to structure their response in accordance with those items with direct relevance to the Specifications. Two (2) copies of the Quote must be provided in sealed envelope. One quote must be manually signed and labeled "original". The Request for Quote (RFQ) number must appear on the outside envelope used to mail the proposal. The proposal must be received by the Pinelands Commission no later than **12:00 p.m. (prevailing Eastern) on Monday, June 29, 2009,** and should be sent to the attention of:

Purchasing, Dawn M. Rago
Pinelands Commission
15C Springfield Rd
PO Box 7
New Lisbon, NJ 08064

Bid Document Checklist and Attachments

If marked with ** the document is REQUIRED by the New Jersey Pinelands Commission with Submission. It is also required with the submission for the vendor to submit their (BRC) Business Registration Certificate for the State of New Jersey.

Attachment A-1

New Jersey Pinelands Commission Terms and Conditions 4 pages

****Attachment A-2**

Source Disclosure Certification 1 page

****Attachment A-3**

Non-Collusion Affidavit 1 page

Attachment A-4-Needs to be submitted 10 days prior to Contract

Corporate Disclosure Statement 1 page

Attachment A-5- with Submissions over \$29,000

Affirmative Action Regulations 1 page

Attachment A-6-Needs to be submitted 5 days prior to Contract

MacBride Principles Certification 1 page

Attachment A-7

No Bid Response Form 1 page

Attachment A-8-Needs to be submitted before Contract

W-9 5 pages

Attachment A-9-Needs to be submitted 10 days prior to Contract

Public Law 2005 Chapter 51 3 pages

ATTACHMENT A-1

NEW JERSEY PINELANDS COMMISSION

TERMS AND CONDITIONS

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey Pinelands Commission as a result of this Solicitation Request. Refer to RFP. NO. (see solicitation cover sheet) in all written and verbal correspondence.

1. **LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered or services performed, including but not limited to Anti-Discrimination Laws (N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38); The Workers and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.); Corporate Authority (N.J.S.A. 14A: 1-1 et seq.); Americans with Disabilities Act (42 U.S.C. ' 12101, et seq.); Set-Off for State Taxes and Child Support (N.J.S.A. 54:49-19, 20); Prompt Payment Act (N.J.S.A. 52:32-32 et seq.); and Compliance of Codes (New Jersey Uniform Construction Code {NJUCC}, NEC70, B.O.C.A. Basic Building Code, OSHA and must be responsible for securing and paying for all necessary permits where applicable.

2. **STATE LAWS** - Any contracts and/or orders placed as a result of this proposal shall be governed and construed in accordance with the laws of the STATE OF NEW JERSEY.

3. **LIABILITY-COPYRIGHT** - The contractor shall hold, save the State of New Jersey Pinelands Commission, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

4. **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey Pinelands Commission and its employees from and against any and all claims, demands, suits, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

5. **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as follows:

a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. Broad Form Comprehensive General Liability
2. Products/Completed Operations
3. Premises/Operations

The Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

b. Automobile liability insurance, which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

c. Workers=Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury, Each Occurrence
- \$100,000 Disease Each Employee
- \$500,000 Disease Aggregate Limit

The insurance certificates effectuating these coverages must provide for thirty (30) day written notice to the attention of the Director, Division of Purchase and Property prior to cancellation. The vendor/contractor shall, upon the Pinelands Commission's request, provide current certificates of insurance for all coverages and renewals thereof.

6. PERFORMANCE GUARANTEE OF VENDOR - The vendor certifies that:

a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

b. All equipment supplied to the Pinelands Commission and operated by electrical current is UL listed where applicable.

c. For all equipment purchases, the vendor shall provide the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material, which is rejected to failure to meet the requirements of the contract.

d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

e. All services rendered to the Pinelands Commission shall be performed in strict and full accordance with the specifications stated in the contract/purchase order. The contract shall not be considered complete until final approval by the Pinelands Commission is rendered.

f. All goods and services to be provided are warranted and fit the particular purpose for which the using agency solicits this quotation.

7. BRAND NAME ALTERNATIVES - Brand names and/or descriptions used in this proposal are to acquaint vendors with the type of commodity desired and will be used as a standard by which alternate or competitive materials will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the vendor in an accompanying letter. In the absence of any changes by the vendor, it will be presumed and required that material as described in the proposal be delivered.

8. PRICE QUOTATIONS - Insert prices for furnishing all or any portion of the goods or services described. All prices quoted shall be firm through issuance of contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.

9. TAX CHARGES - The State of New Jersey Pinelands Commission is exempt from State sales or use taxes and Federal excise taxes, and they must not be included in the proposal price or invoice.

10. PAYMENT - Payments will only be made against vendor's invoices. All goods and services are to be billed at the prices quoted. Payment will be made within sixty (60) days of receipt of invoice or certification that goods and/or services have been received, whichever is later.

11. CASH DISCOUNTS - Vendors are encouraged to offer cash discounts based on expedited payment by the Pinelands Commission. The Pinelands Commission will make efforts to take advantage of discounts, but discounts offered will not be considered in determining the lowest quote.

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods and services, and received a proper invoice.

b. The date on the check issued by the Pinelands Commission in payment of that invoice shall be deemed the date of the Pinelands Commission's response to that invoice.

12. STANDARDS PROHIBITING CONFLICTS OF INTEREST - All contracts or purchase agreements made with the State of New Jersey Pinelands Commission must comply with N.J.S.A. 52:13D-12 et seq., concerning standards prohibiting conflicts of interest on the part of public officials, and Executive Order No. 189 (1988) relating to the solicitation and/or payment of any fee, commission,

compensation, gift, gratuity or other thing of value by a vendor to a public official to secure favored treatment. The provisions of N.J.S.A. 52:13D-12 et seq. and Executive Order No. 189 (1988) will be included on the purchase order issued to the award-winning vendor.

13. AFFIRMATIVE ACTION - If awarded a contract your company/firm will be required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27).

14. BUSINESS REGISTRATION CERTIFICATE – Effective September 1, 2004 all contractors and subcontractors providing goods/services to State Agencies are required to provide the contracting agency with proof of registration with the State of New Jersey, Department of the Treasury, Division of Revenue. This proof is to be submitted in the form of a Business Registration Certificate.

15. PUBLIC LAW 2005, CHAPTER 271- In order to safeguard the integrity of State government procurement by imposing restriction to the award of contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance there of, Public Law 2005 Chapter 271 was created. In definition this requires the vendor or entity to report all Contributions made in the twelve (12) months prior to and including the date of signing of the Certification and Disclosure to: (i) any State, County, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a “continuing political committee” under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

16. COMPLIANCE WITH REQUIREMENTS OF NJSA 52:34-13.2. -

1. NJSA 52:34-13.2 requires that all contracts that are "primarily for the performance of services" shall be performed within the United States. This provision applies to all contractors and sub-contractors performing such contracts for the State. This provision is not applicable to a contract that is "primarily for the performance of services" if:

a) the Executive Director, of the New Jersey Pinelands Commission, certifies in writing a finding that the service cannot be provided by a contractor or sub-contractor within the United States; or

b) the Executive Director, of the New Jersey Pinelands Commission, certifies in writing that the inclusion of the provision set forth within the statute for a contract would violate the terms, conditions, or limitations of any grant, funding or financial assistance from the federal government or any agency thereof.

2. SOURCE DISCLOSURE REQUIREMENTS -Pursuant to NJSA 52:34-13.2, all vendors seeking a contract with the State of New Jersey must disclose:

a) The location by country where services under the contract will be performed; and

b) The location by country where any subcontracted services will be performed.

Accordingly, the vendor should submit the Source Disclosure Certification Form filled out with the sourcing information required for it and any proposed subcontractor under the contract with the State of New Jersey Pinelands Commission. If the information is not submitted with the vendor's proposal, it shall be submitted within five (5) business days of the Pinelands Commission's request for the information.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE PINELANDS COMMISSION SHALL PRECLUDE AWARD OF A CONTRACT TO THE VENDOR.

3. BREACH OF CONTRACT

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause.

17. POST EMPLOYMENT RESTRICTIONS OF THE NJ CONFLICTS OF INTEREST LAW

Firms are advised to be aware of Post Employment restrictions for former Pinelands Commission employees who may be utilized for work under this proposed contract. Failure to comply with this law may result in disqualification from the Project. Please refer to NJSA 52:13D-17, which states:

No State officer or employee or special State officer or employee, subsequent to the termination of his office or employment in any State agency, shall represent, appear for, negotiate on behalf of, or provide information not generally available to members of the public or services to, or agree to represent, appear for, negotiate on behalf of, or provide information not generally available to members of the public or services to, whether by himself or through any partnership, firm or corporation in which he has an interest or through any partner, officer or employee thereof, any person or party other than the State in connection with any cause, proceeding, application or other matter with respect to which such State officer or employee or special State officer or employee shall have made any investigation, rendered any ruling, given any opinion, or been otherwise substantially and directly involved at any time during the course of his office or employment. Any person who willfully violates the provisions of this section is a disorderly person, and shall be subject to a fine not to exceed \$1000.00 or imprisonment not to exceed six months, or both.

In addition, for violations occurring after the effective date of P.L. 2005, c.382, any former State officer or employee or former special State officer or employee of a State agency in the Executive Branch found by the State Ethics Commission to have violated any of the provisions of this section shall be assessed a civil penalty of not less than \$500 nor more than \$10,000, which penalty may be collected in a summary proceeding pursuant to the "Penalty Enforcement Law of 1999," P.L. 1999, c.274 (C.2A:58-10 et seq.).

18. **PREVAILING WAGE ACT-** The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the New Jersey Pinelands Commission, except those contracts, which are not within the contemplation of the Act. The bidders signature on the third proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contactor Registration Acts; the bidder's signature on the proposal is also his guarantee that he will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

ATTACHMENT A-2

N.J.S.A. 52:34-13.2 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Purchase Order Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the by the Pinelands Commission, an independent political subdivision of the State of New Jersey created pursuant to Section 4 of the Pinelands Protection Act, N.J.S.A. 13:18A-1 et seq., in accordance with the requirements of N.J.S.A. 54:34-13.2.

The following is a list of every location where services will be performed by the contractor and all subcontractors.

Contractor and/or Subcontractor	Description of Services	Performance Location(s) by COUNTRY

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Executive Director, Pinelands Commission, (hereinafter the "Executive Director") the entity issuing the purchase order.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States prior to a written determination by the Executive Director, Pinelands Commission, that the services can not be performed in the United States, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section number 17 of the New Jersey Pinelands Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Pinelands Commission to accept a bid proposal or quote, with knowledge that the Pinelands Commission is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: _____
[Name of Organization or Entity]

By: _____ Title: _____
Print Name: _____ Date: _____

ATTACHMENT A-3

NON-COLLUSION AFFIDAVIT

TO: The Pinelands Commission

I, _____ residing in _____
(Name of affidavit) (Name of Town)
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 bid proposal
entitled _____, and that I executed the said proposal with full
(Proposal Name)

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 New Jersey Pinelands Commission 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)

(Signature)

Type or print Name)

ATTACHMENT A-4

CORPORATE DISCLOSURE STATEMENT

Chapter 33 of the Public Laws of 1977 (NJSA 52:25-24.2) provide in part that no partnership or corporation shall be awarded any Contract for the performance of any work of the furnishing or any materials or supplies unless there is submitted a statement containing the following information:

If the bidder is a corporation or partnership then the statement shall set forth the names and addresses of all stockholders or partners who own 10% or more of its stock of any class.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of the owning corporation.

If no stockholder or partner owns 10% or more of the bidding company then an officer of the company shall sign declaring that fact.

If the bidding company is a sole proprietorship, he shall sign declaring that fact.

Failure to supply this information with your bid proposal may be cause for rejection.

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

Name (print):

Signature:

Date:_____

ATTACHMENT A-5

AFFIRMATIVE ACTION REGULATIONS

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: This could have a cost associated with its compliance to the State of New Jersey bidder is responsible for obtaining this information.

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).
2. A photocopy of approved Certificate of Employee Information Report.
3. An affirmative Action Employee Information Report (Form AA302).

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

All bidders must answer the following questions:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES _____ NO _____
2. Do you have a Certificate of Employee Information Report Approval from the State of New Jersey?
YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he/she 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 the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NAME (print): _____

ATTACHMENT A-6

**MacBRIDE PRINCIPLES CERTIFICATION
NOTICE TO ALL VENDORS
REQUIREMENT TO PROVIDE CERTIFICATION**

IN COMPLIANCE WITH MacBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c.a34, a responsible bidder selected, after public bidding, by the New Jersey Pinelands Commission, pursuant to N.J.S.A 52:34-12, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, the Pinelands may determine, in accordance with applicable law and rules, that it is in the best interest of the Pinelands Commission to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Pinelands Commission find vendors to be in violation of the principles which are the subject of this law; they shall take such action as may be appropriate and provided for by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages or declaring the party in default.

I certify, pursuant to N.J.S.A. 52:34-12.2, the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control: or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride Principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name/Title

Dated: _____ Company Name: _____

ATTACHMENT A-7

NO BID RESPONSE FORM

Bid or Quote Name and
Number _____

Bid or Quote Opening Date:_____

If you decide not to submit a bid or quote, won't you please complete the following?

We are not submitting a bid for the following reason(s)?

____ Can not comply with specifications

____ Unable to meet Delivery

____ Can not comply with terms/conditions. (Please state which ones.)

____ Do not sell/manufacture type of items involved.

____ Not interested at this time.

____ We do ____ do not ____ want to remain on the mailing list for future bid.

Other:_____

Please make any changes, if necessary.

Company Name:_____

Address:_____

City, State, Zip Code:_____

Contact Person_____ Title:_____

Telephone Number_____ Fax Number:_____

**Please return to the above address attention to Dawn M. Rago by Fax 609-894-7334

ATTACHMENT A-8

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person

Date

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

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

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

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

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

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,

7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
12. A common trust fund operated by a bank under section 584(a).
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$500 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

ATTACHMENT-9

Public Law 2005, Chapter 51

Formerly:

**Executive Order
134**

**Contractor Certification and Disclosure
of Political Contributions**

Solicitation No.: _____ Bidder: _____

The Bidder (Vendor) should complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, **to the using agency, department or the Purchase Bureau**. Instructions for completing this form are at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

Part I: Certification

I hereby certify as follows:

1. On or after October 15, 2004, the below-named person or entity has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, company or organization Contributions, as set forth below that would bar the award of a contract to the Bidder, pursuant to the terms of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)).
 - a) **Within the 18 months immediately preceding the Solicitation (exclusive of any contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to**
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor; or
 - (ii) Any State or county political party committee.
 - b) **During the term of office of the current Governor (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to**
 - (i) Any candidate committee and/or election fund of the governor; or
 - (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to**
 - (i) Any candidate committee and/or election fund of the Governor; or
 - (ii) Any State or County political party committee of the political party nominating the successful gubernatorial candidate in the last gubernatorial election.
2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof.