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New Jersey Local Public Contracts Law N.J.S.A. 40 A.11-1 et seq. and Local Public Contracts Administrative Code N.J.A.C. 5:34-1 et seq. govern the activities of the Township (as a Contracting unit), when procuring goods and services, including construction work. In addition to these rules and regulations, contracts awarded by the Township are also subject to several federal and state governmental agency regulations, which fall outside the Public Contracts Law, that impact a public contract.

One of the requirements a municipality has is to provide a vendor with written notification as to their obligations that fall outside the general scope of work detailed on the purchase order. Herein below, the Township has attempted to identify general rules and regulations that must be adhered to by the vendor during the performance a contract, when required. With varying types of contracts, some of the items outlined may not apply to this contract and shall serve as advisory information. This list is not exhaustive and it is ultimately the vendor's responsibility, when entering into a contract with the Township, to ensure compliance with legislative requirements promulgated under a federal, state and / or local government agency.

**BUSINESS REGISTRATION CERTIFICATE:**

Pursuant to N.J.S.A. 52:32-44 et seq., the vendor must have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. A copy of the certificate must be provided to the Township prior to conducting business related to this purchase order. The NJ-REG Form can be filed online at: [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

**STATE REVIEW:**

Pursuant to N.J.S.A. 52:15C-14(d) et seq., relevant records of vendors or persons entering into a contract with the Township, as a covered entity, are subject to audit and / or review by the New Jersey Office of the State Comptroller.

In accordance with N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION IN PUBLIC CONTRACTS:**

During the performance of this contract, your company shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit.

### **Goods, Professional Services and General Service Contracts:**

#### **Subject to Mandatory Language of Exhibit A**

If required under this contract, the vendor shall submit one of the following forms of evidence:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

### **Construction Contracts:**

#### **Subject to Mandatory Language of Exhibit B**

If required under this contract, the contractor shall complete Form AA-201 (Initial Project Workforce Report).

The contractor shall be responsible for submitting Form AA-202 (Monthly Project Work Force Report) once a month for the duration of the contract to the Department of Labor and to the Public Agency Compliance Officer for the Township.

## Exhibit A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.

#### GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

## Exhibit B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.

#### CONSTRUCTION CONTRACTS

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

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

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

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

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

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

- (A)** If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant

possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B)** If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

## **AMERICANS WITH DISABILITIES ACT OF 1990:**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. During the performance of this contract, the vendor is required to comply with requirements related to the Americans with Disabilities Act as follows:

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought

against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

**PAY-TO-PLAY DISCLOSURE:**

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A.19:44A-20.27 et seq., if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**SALES AND USE TAX:**

In accordance with N.J.S.A. 54:32B-9 et seq. ("Taxation"), the Township as an agency of the State, is generally exempt from paying Sales and Use Tax and from collecting Sales Tax. The Township's Tax Identification Number is: 22-6002154.

**W-9:**

If the vendor does not have a current W-9 Form on file with the Township, one must be completed and provided to the Purchasing Department.

The W-9 Form can be found online at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## **NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.:**

Pursuant to N.J.S.A. 10:2-1 et seq., if awarded a contract, the contractor agrees not to discriminate in employment practices and agrees to abide by all anti-discrimination laws, including but not limited to the following:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

## **PREVAILING WAGE:**

Pursuant to N.J.S.A 34:11-56.25 et seq., successful contractors on projects for public work; including construction, repair or alteration; which exceeds the statutory minimum value shall adhere to all requirements of the New Jersey Prevailing Wage Act. All workmen employed by the contractor or his subcontractors shall be paid not less than the prevailing wage rate for that particular craft. If any workmen employed by the contractor or his subcontractors have been paid less than required, then the Township may terminate the contractor's or subcontractor's right to continue with the work. In this instance, the contractor or his subcontractors and their sureties would be liable to the Township for any excess costs incurred by this action.

Prevailing wage rates shall be posted by the contractor and any subcontractors and the wage records for the contract shall be accessible to the Township and State officials at reasonable hours. All such records shall be retained for a minimum of two years.

The contractor and his subcontractors shall be required to submit a certified payroll record to the Township's Public Agency Compliance Officer (PACO) within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting certified payroll records for all subcontractors within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form by contacting the New Jersey Department of Labor, Division of Workplace Standards. The W-9 Form can be found online at:

[www.nj.gov/labor/forms\\_pdfs/equalpayact/MW-562withoutfein.pdf](http://www.nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf)

The contractor and his subcontractors are required to provide a certification as to the required wages then due to any and all workmen for the contract prior to receipt of final payment. Final payment will not be made until all wages have been paid, or the Township is satisfied that the wages will be paid with the receipt of the final payment.

## PAYMENT:

1. No payment will be presented to the governing body for approval, unless duly authorized by a municipal representative of the Township, and accompanied by proper documentation.
2. Invoices shall specify, in detail, the period for which payment is claimed, the goods received, or the services performed, the purchase order number and the amount claimed, which shall not exceed the purchase order amount.
3. The Township shall not pay penalties and/or interest on goods and service contracts, unless otherwise required under the Prompt Payment Law, in accordance with N.J.S.A. 52:32-35 et seq.
4. The Township's Governing Body must approve payment for all bills, except for routine claims, that have been identified by resolution to be processed by the Chief Financial Officer, between meetings without governing body approval. Typically, action on a Bill List is taken by the Governing Body on a weekly basis, with the exception of holidays and the months of June, July & August, when they meet two times a month (Workshop/Meeting). The Council Meeting schedule is available on the municipal website at [www.northbrunswicknj.gov](http://www.northbrunswicknj.gov) and on file in the Office of Township Clerk.
5. Pursuant to N.J.A.C. 5:30-9A.6 et seq., in 2018 the Township exercised its discretion to not require a vendor to sign the claimant certification on the voucher for the payment of claims, with the exception for services provided exclusively by an individual, as detailed on Township Resolution 116-5.18.
6. Payment by the Township will be made in accordance with P.L. 2018, c. 127, which amends C.52:32-34 et seq. and establishes prompt payment requirements on certain contracts.
7. Payment by the Township will be made in accordance with N.J.S.A. 2A:30A-1 et seq., which promulgates rules for timely payment to the prime contractor, subcontractor, lower tier subcontractor; exceptions; disputes; and resolution.
8. For construction contracts, claims or disputes pertaining to rates or other compensation due to the contractor shall not delay or affect the continued performance of the contract. All claim disputes shall be adjudicated in accordance with N.J.S.A. 40A:11-50.
9. Additional information on the payment process can be located under Chapter 6 of the Municipal Code titled "Claims Procedure".

**SHIPPING:**

1. Prices shall be net, including any charges for packing, crating, containers, etc.
2. All transportation charges shall be fully prepaid by the vendor, and shall be shipped "F.O.B. destination and placement" at the location specified by the Township, which may require use of a lift-gate vehicle and removal of packing debris. As specified, placement may require inside deliveries.
3. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience.
4. Deliveries shall be made between 9:00 a.m. and 2:00 p.m., Monday through Friday, excluding Township holidays, which shall be posted on the municipal website at [www.northbrunswicknj.gov](http://www.northbrunswicknj.gov).

The vendor shall include with the proposal an estimated amount for transportation, delivery and unloading costs if fees are unknown at the time the proposal is provided.

## OTHER REPRESENTATIONS:

1. This Purchase Order is a formal contract and shall be governed by the laws of the State of New Jersey, including the general provisions of the Uniform Commercial Code (12A:1-101 et seq. ).
2. The vendor shall have been deemed to accept the terms and conditions contained within this contract by acknowledging the purchase order or by providing the goods or services requested.
3. Only the terms and conditions outlined on this Purchase Order shall govern this contract. There will be no consideration for additional terms proposed by the vendor. Pursuant to New Jersey Title 12A:2.207, the Township hereby provides notification of its objection to any “boiler plate” or additional conditions that are attached or included on the vendor’s proposal, that conflict in any way from what is outlined herein.
4. Nothing shall be paid against this Purchase Order for goods or services provided to the Township that precedes the date the purchase order was issued, unless procured under a documented emergency, as defined under N.J.A.C. 5:34-6.1 et seq. and N.J.S.A. 40A:11-6 et seq., that affected the public health, safety, or welfare which required immediate action by the Township.
5. No charges other than those specified will be allowed. The quantity of goods ordered must not be exceeded without prior written authority being first obtained from a municipal official.
6. This purchase order was issued based on the vendor’s express warranty as it relates to any goods furnished under this contract. Items delivered are subject to inspection and approval by a municipal official within a reasonable time after delivery to the destination location. Materials other than those specified in this Purchase Order shall not be substituted without prior written authority from a municipal official. Defective or inferior items shall be rejected and returned. The vendor shall be responsible for any return freight and restocking fees.

7. Pursuant to N.J.S.A. 40A:11-18 et seq., only manufactured and farm products of the United States, wherever available, shall be used for this contract.
8. The vendor shall conduct business with Township officials during business hours of operation between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Township holidays. Any work performed outside these hours shall be expressly agreed upon between the vendor and Township officials.
9. Additional information regarding contracting with the Township can be found on the municipal website at [www.northbrunswicknj.gov](http://www.northbrunswicknj.gov)
10. The vendor shall indemnify and hold harmless the Township, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs (including but not limited to reasonable attorney's fees, court and/or arbitrator costs) of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from:
  - a) negligent acts or omissions on the part of the vendor, the vendor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of work under the contract; and,
  - b) the vendor's use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

## STATE / FEDERAL REPRESENTATIONS:

1. The Vendor shall be aware of the following statutes that represent "Truth in Contracting" laws:
  - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
2. All goods and articles furnished shall comply with all regulations and specifications, including but not limited to Occupational Safety and Health Administration "OSHA" regulations under the Federal Department of Labor.
3. All materials and supplies purchased under this contract must be labeled according to the New Jersey Worker & Community Right to Know Act, N.J.S.A. 34:5-1 et. seq., and N.J.S.A. 34:5A-30 et. seq. Labels and Material Safety Data Sheets (MSDS) must be supplied upon delivery of the materials and/or supplies.
4. The Township as a government agency is required to comply with the Open Public Records Act (OPRA) which governs the public's access to government records in New Jersey. The Vendor shall be aware that any correspondence with the Township shall become a matter of public record as defined under N.J.S.A. 47:1A-1 et seq. This includes invoices, packing slips, emails and reports generated.
5. Pursuant to the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq., all contractors, subcontractors and lower tier subcontractors must register with the Department of Labor and Workforce Development prior to performing work on certain public works contracts (construction, reconstruction, demolition, alteration repair or maintenance of a public building). When required, a copy of this registration must be provided to the Township.