

City of Salem
Legal Notice to Bidders

The City of Salem is requesting bid proposals for Professional Engineering and Architectural Services for Design Development, Permitting, and Construction Documentation for Site Location at 159 Walnut Street, Salem, NJ for repairs and renovations to the Salem City Public Pool. Notice is hereby given that sealed proposals responsive shall be received no later than **March 26, 2026 at 11:00 AM** (prevailing time) at the following location:

City of Salem
Attn: Ben Angeli, RMC
125 West Broadway
Salem, New Jersey 08079

The Proposals, plans, and specifications (“Bid Documents”) may only be obtained from the City of Salem website (www.cityofsalemnj.gov). If you experience difficulty downloading a bid, please email cityadmin@cityofsalemnj.gov provide your full contact information, including US mail address and fax number. Please note that Bid Documents can be emailed and/or faxed when the documents cannot be downloaded from the City’s website. However, if exigent circumstances exist, accommodations can be made by providing a copy of the Bid Documents via overnight delivery at the bidder’s expense.

Bid proposals must be submitted SEALED. Bidders must submit a total of three (3) bid proposals, as follows: one (1) original; two (2) copies; submitted in three (3) ways: (1) via hand-delivery during regular business hours from 8:30 AM to 4:30 PM but no later than the due date and time; (2) via certified mail; or (3) overnight delivery. All bid proposals must be submitted at the address listed above. Bids cannot be emailed or faxed. Along with the original copy of the submittal and two (2) additional copies with original signatures as required by this RFP, the respondent shall include the entire cover-to-cover submittal as a PDF document on a USB flash drive.

Respondents must submit bid proposals by no later than March 26, 2026 at 11:00 AM. Late proposals or bids will not be accepted. The City is not responsible for undelivered bid proposals or bid proposals otherwise not arriving on time. Pursuant to N.J.S.A. 40A:11-13.2, the City reserves the right to reject bid proposals for the reasons stated therein.

The City of Salem seeks to implement the planned repairs and renovations to the Salem City Public Pool in response to the funding awarded through the New Jersey Green Acres Program and other sources of funding.

Respondents are required to comply with the New Jersey Law Against Discrimination, (N.J.S.A. 10:5-31, et seq.), the Equal Employment Opportunity and Affirmative Action Rules (N.J.A.C. 17:27-1.1, et seq.), and all other applicable laws, regulations, or ordinances concerning affirmative action goals and equal employment opportunity.

Pursuant to N.J.S.A. 40A:11-24, the Common Council of Salem City reserves the right to consider bid proposals for sixty (60) days after receipt. The Common Council further reserves the right to reject any and all proposals in accordance with N.J.S.A. 40A:11-13.2 and to waive minor informalities when authorized to do so under the law.

Ben Angeli, RMC
Phone: 856-935-0373 x219
Email: cityadmin@cityofsalemnj.gov

INTRODUCTION

The City of Salem, along with its project partners, seeks to implement repairs and renovations to the Salem City Public Pool in response to funding awarded through the New Jersey Green Acres Program and other sources of funding.

The grant activities will focus on the development of design plans, engineering evaluations, permitting, and construction documentation necessary to complete critical improvements to the public pool facility located at 159 Walnut Street, Salem, NJ 08079. These improvements will include the demolition of two existing pools, installation of a splash pad, and address structural, mechanical, safety, and site-related deficiencies to ensure the largest pool can be safely reopened and maintained as a vital recreational asset for the community.

A consulting company will be selected through a formal Request for Proposals (RFP) process by the City of Salem to prepare the full civil design, engineering plans, and construction specifications required for the project. The selected consultant will be responsible for delivering design development documents, preliminary and final cost estimates, permitting support, bid-phase assistance, and construction-phase engineering services.

Length of Project Design and Documentation Phase

The following scope of work will be completed within a 12-month period from the Notice to Proceed, with an additional extension of twelve (12) months available if required by the City.

The City of Salem assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If submittals are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.

Starting in January 2007, all 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 if they receive contracts in excess of \$50,000 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.

Bid Document Checklist

The following documents must be included with the Respondent's Bid:

Document Description	Authority
Acknowledgment of Receipt of Addenda	N.J.S.A. 40A:11-23.2 (e)
Statement of Corporate Ownership	N.J.S.A. 52:25-24.2
Bid Proposal	N.J.S.A. 40A: 11-4
Standard Questionnaire	N.J.S.A. 40A:11-26

The following documents must be submitted to the City prior to the contract being executed:

Document Description	Authority
Disclosure of Investment Activities in Iran	N.J.S.A. 52:32-57 (P.L. 2012, c. 25)
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3)
Non-Collusion Affidavit	N.J.S.A 52:34-15
MBE/WBE Program Certification Form NOT REQUIRED	Resolution No. R20210933
Form W-9, Department of the Treasurer Internal Revenue Service	Internal
Business Registration Certificate	N.J.S.A. 52:32-44

Name of Bidder (Please Print): _____

Signature of Authorized Representative: _____

Name (Please Print): _____

Title (Please Print): _____ **Date:** _____

**All documents required for the bid submission and prior to the execution of Agreement to the winning bidder are appended hereto and labeled accordingly. If any of the documents stated herein are missing, please contact Brownfield Redevelopment Solutions, Inc (BRS) immediately via email jrandall@brsinc.com*

All items requested must be submitted, please follow instructions

NOTE: BID DOCUMENT ENVELOPES MUST CLEARLY IDENTIFY THE BID NAME: PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR THE SALEM CITY PUBLIC POOL, AND BID OPENING DATE OF MARCH 26, 2026 11:00am

I. Scope of Work

The objective of this design and engineering effort is to provide full design, permitting, and construction documentation necessary to complete repairs and renovations to the Salem City Public Pool.

The design and engineering services shall address deficiencies in the existing pool structures, piping, utilities, safety features, and site amenities, and shall include preparation of all documents required for permitting, procurement, and construction. The Consultant shall coordinate and integrate the splash pad design with layout and system components provided by Vortex Aquatic Structures International (Vortex) and Commercial Recreation Specialists (CRS). The proposed zero-depth splash pad, approximately 5,000 to 7,000 square feet in area, will be constructed within the footprint of the two existing smaller pools. The City intends to procure all splash pad equipment through a State or Cooperative Contract with Vortex. The Consultant shall incorporate the Vortex-provided layout, equipment information, and technical requirements for the splash pad into the final Construction Documents and ensure full coordination with site utilities and related systems.

The successful consultant will be provided with all existing conditions and site drawings the City has available, including sources files in dwg format. For reference in preparing a response to this solicitation an Existing Topographic Conditions Plan is available through the following link: <https://spaces.hightail.com/space/p9qYFTKHnZ>

The City requires that construction of these site improvements be complete **by July 2027** and the facility open to the public for use. Therefore, a complete construction package shall be available for submittal to NJDEP Green Acres for review no later than September 2026. These key milestones, along with other critical project milestones, must be clearly acknowledged in the schedule to be provided by the respondents for this RFP. Failure to provide a detailed schedule may be cause for rejection.

The engaged consultant will perform the following activities:

1. **Task 1: Kick off Meeting and Site Visit** - Upon receipt of written Notice to Proceed, the Consultant shall prepare for and attend one (1) kick-off/pre-design meeting prior to the commencement of work with the Owner and other parties as required including the Owner's Representative, subcontractors, Vortex/CRS, and representatives of relevant City Departments. The kick-off meeting shall be used to review the Consultant Scope of Services, determine project goals and requirements, update project schedule, coordinate efforts, review payment procedures and set communication protocols. The Consultant shall take notes at the meeting and submit a draft memo documenting all items discussed to the Owner's Representative for review and comment. The Consultant shall then incorporate all comments provided into a final memo. In addition to a virtual meeting, a site visit will also be held to discuss existing conditions and the City's goals for site renovations. The consultant must provide an updated detailed project schedule that must include all critical milestones for Owner's Representative for review and comment.
2. **Task 2: Verify Integrity of Piping and Structures** - Verify the integrity of existing piping, pool structures, utilities, and mechanical systems, including confirmation of pool shell conditions, recirculation system performance, and structural stability. Obtain any additional survey data or field measurements required to support design development. All survey work must comply with the requirements of N.J.A.C. 13:40 Subchapter 5 and shall

be prepared under the direction of a New Jersey Licensed Professional Land Surveyor.

3. **Task 3: Preliminary Design and Engineers Cost Estimate** - The Consultant shall provide design services that consist of preparing engineering drawings, technical specifications, contracting requirements (“Contract Documents”), and associated cost estimates for the redevelopment of the property, which must include, but not be limited to, the following:
 - A. Demolition
 - B. Soil Erosion and Sediment Control
 - C. Utilities
 - D. Restoration of Large Pool
 - E. Recirculating Water Treatment System for Pool and Splash Pad
 - F. Pool House Improvements - The Engineer shall determine during design development whether new structures are required to house splash pad equipment, pool equipment, and/or other amenities or whether the existing building can be repurposed. The determination shall be based on system requirements and existing conditions.
 - G. Storage Facilities
 - H. Mechanical, Electrical, and Plumbing
 - I. Shade Structures
 - J. Playground
 - K. Security / Fencing
 - L. Landscaping / Hardscaping

The Consultant shall assemble a design team of professional consultants to perform the requested services, each knowledgeable in codes and local requirements. It is anticipated the design team will consist of civil, architectural and aquatic licensed design professionals. Team members should be able to balance factors including requirements imposed by mechanical systems; building, health and safety codes; Owner requirements and preferences; access; and the overall cost of the project to the Owner. Coordination with subcontractors and other appropriate consultants is to be included as part of the Scope of Services outlined in the proposal. The Consultant shall promote good communication and coordination of all subcontractors and other relevant parties throughout the design process, including **Vortex** and **CRS**. The Consultant will be responsible for ensuring that the drawings and technical specifications completed by others are coordinated with the architectural drawings and specifications for the project.

The Consultant shall determine using all reasonably attainable non-invasive means, the location of all utilities that may impact work on the site including water, sewer, electric, natural gas, telephone, cable, and all others and specify locations on the construction plans. The construction contractor shall be solely responsible for field locating and protecting all utilities.

The consultant shall prepare a comprehensive cost estimate for the entire scope of the project, detailing all anticipated expenses including but not limited to labor, materials, equipment, subcontractors, permits, and administrative overhead. This estimate shall be meticulously itemized and justified, reflecting current market rates and industry standards. The cost estimate should align with the project timeline and deliverables outlined in this RFP, facilitating informed decision-making and budget allocation throughout the project lifecycle.

At each level of completion (Preliminary Design, and 100% Contract Documents) the Consultant shall prepare design drawings, project descriptions and reports, technical specifications, quantities estimate, an estimate of probable construction cost and construction schedule (“design phase documents”). The Consultant shall conduct an internal quality control review, assemble the design phase documents, and submit the design packages to Owner for review and comment. The design packages shall include:

- Three (3) full size printed sets of drawings and three (3) printed copies of the project description report, technical specifications, quantities and cost estimates, construction schedules and other design documents.
- Electronic files of all drawings in AutoCAD format, print sets of the drawings in PDF format, technical specifications and project reports in Microsoft Word format, cost and quantity estimates in Microsoft Excel format, and project construction schedule in Microsoft Project format. The electronic files shall be made available to the Owner’s Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on USB drives and shall be clearly labeled.
- At each level of completion (design development, and 100% construction documents) the Consultant shall prepare for and conduct at least one (1) virtual design meeting with the Owner to discuss the review comments of the submittal. Review comments from the design meetings shall be incorporated into each subsequent design level. Advancement to each next design phase shall be pending the review of deliverables, and comments by the Owner and written Notice to Proceed.

4. **Task 4: Permitting** - All work undertaken shall be in conformance with all applicable federal, state and local regulations. A code review and list of all required permits, including the associated application fees and anticipated timeframe required for approval, licenses, reviews, and approvals shall be provided by the Consultant. At a minimum it is anticipated the approval per the Soil Erosion and Sediment Control Act (N.J.S.A. 4:24-1 et seq.), General Ordinances of the City of Salem, the Uniform Construction Code of the State of New Jersey will be required. Any additional permits that are identified should be noted in the proposal and preparation costs should be included in the price form.

Consultant is responsible for preparing all required permit applications, submission to the requisite regulatory agency, and revising plans as needed for securing approvals for all permits. Permit application fees will be paid by the City of Salem and will not be the responsibility of the consultant.

5. **Task 5: Preparation of Contract Documents** - Upon approval by the Owner of the preliminary design package and receipt of all applicable permits, the Consultant shall prepare the final drawings, technical specifications, bid specifications, contracting requirements, updated schedule and updated Engineer’s Cost Estimate for construction. These Construction Plans and Specifications shall include all pertinent information required for construction contractors to accurately price and build the project and shall collectively constitute the final Contract Documents. This includes all elements necessary for the construction of the improvements. The Contract Documents, together with all procurement requirements of the State of New Jersey and the City of Salem, constitute the complete set of Construction Documents. Procurement requirements will be provided by the Owner for inclusion in the Construction Documents.

The Construction Documents shall be revised as necessary to include any pre-contract

revisions and addenda, and to include any requirements stemming from the funding source anticipated to be used to fund the project. These Construction Documents shall be provided to NJDEP Green Acres for review prior to advertisement of bid documents. The Consultant shall make any necessary edits and incorporate NJDEP Green Acres comments as appropriate prior to finalizing Construction Plans and Specifications.

The Project Manual is the bound portion of the Construction Documents and shall include the technical specifications, contract requirements and procurement requirements and shall be prepared in conformance with the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.). Technical specifications shall be organized using the Construction Specifications Institute (CSI) Manual of Practice and Master Format Master List of Titles and Numbers for the Construction Industry.

The Consultant shall provide 2 sets of 100% Construction Documents to the Owner for submission to the Department of Inspections for review and approval. At the request of the Owner's Representative, the Consultant shall attend one meeting to discuss the Construction Document package via virtual meeting or at Salem City Hall. The Consultant shall take notes at the meeting and submit a draft memo documenting all items discussed to the Owner/Owner's Representative for review and comment. The Consultant shall then incorporate all comments provided into a final memo and resubmit the revised Construction Documents.

Following written approval by the Owner of the 100% Construction Documents, the Consultant shall provide cover-to-cover electronic PDF files of the drawings sets and Project Manual to the Owner's Representative via e-mail or FTP download.

6. **Task 6: Assistance with Bidding** - The Consultant shall prepare for and attend one (1) pre-bid conference with bid respondents at the job site. The Consultant shall provide written responses to questions from bid respondents regarding the Consultant designs and prepare up to one (1) addendum for the bid documents.

Following written approval by the Owner of the 100% Construction Documents, the Consultant shall provide up to eight (8) printed sets of reproducible Construction Documents (complete drawing sets and bound Project Manuals) to the Owner for use in distributing documents to the bidders.

7. **Task 7: Construction Oversight** - The Consultant shall provide Construction Phase support services as detailed in this Task Item. Construction Administration for the construction contract will be provided by the Owner and the Owner's Representative.

An allowance of one-hundred and twenty (120) hours has been allocated for this task item. The hours will be budgeted by the Consultant and the Owner's Representative prior to the initiation of construction and will be applied to the construction schedule to be developed by the construction contractor.

The Price Form to be included with the respondent's proposal shall include one line item providing a fixed hourly rate for Construction Phase Support Services, including all labor, material, equipment and all other costs, as required by this Scope of Services.

The following items are included under this Task Item:

- A. The Consultant shall attend (1) pre-construction meeting to review the project schedule, submittal requirements, construction sequencing and other relevant construction procedures with the Owner's Representative and the construction contractor.
 - B. The Consultant shall attend construction project update meetings with the Owner's Representative and the construction contractor at the project site throughout the course of construction to review progress and work schedules and discuss construction issues.
 - C. The Consultant shall review and provide written comment within ten (10) calendar days on submittals provided by the Owner's Representative and the construction contractor including written requests for information (RFI), work plans, shop drawings, material submittals and as-built drawings.
 - D. The Consultant shall provide on-site project representation during construction from time-to-time to review construction progress, record observations, verify that design and materials specifications are being met, report deviations from design documents, and provide field clarifications.
 - E. At the request of the Owner's Representative, the Consultant shall revise drawings and specifications as necessary to address new conditions that may be identified during construction.
 - F. The Consultant shall assist in Project close-out tasks including review of punch lists prepared by the Owner's Representative and confirming attainment of Substantial Completion.
8. **Alternative 1: Parking Lot Improvements and Stormwater Management** - This alternative is not part of the Base Bid and award of this task will be determined by the City of Salem based on available funding. The existing parking area for the pool complex consists of an open gravel lot. If the City awards this task the consultant shall include in the preliminary and final construction drawings and specifications the design of a hardscape parking lot with designated parking spaces, curbs, signage, and required stormwater management in accordance with NJDEP regulations and best management practices. The consultant shall prepare and submit all required permitting associated with this work. All Engineer's Cost Estimates and project schedules shall incorporate these improvements.

Schedule of Work Product Completion

1. Selected consultant will provide a detailed milestone schedule indicating the timing of the completion of all work products.
2. The Consultant shall agree to commence work immediately upon receipt of Notice to Proceed from the Owner and diligently pursue the work as per a schedule to be determined by the Owner's Representative and the Consultant prior to the commencement of the work. It is expected that the project from kick off to completion of the procurement phase and completion of all construction documents and permitting will be completed within a one year period.
3. Meetings as outlined in the Tasks above for project milestones, and procurement or construction support.
4. Preliminary Design Phase Documents
5. Contract Documents

II. Proposal Requirements for Consulting Services for Professional Engineering and Architectural Services for the Salem City Public Pool at 159 Walnut Street, Salem, NJ – failure to provide the following may be cause for rejection

1. Licensed civil engineer, architect and aquatics engineer with knowledge of similar pool and splash pad projects. Licenses shall be provided with proposal.
2. Description of staff expertise and company flow chart.
3. Consultant will list the staff who will be working on the project and each milestone; the number of hours devoted to the milestone and their rate of compensation.
4. The Consultant will list the name and principal of any partners or subcontractors and which part of the project they will be supporting; staff devoted to the project and rate of compensation.
5. Letter of transmittal - Include the firm's understanding of the work to be performed; state why the firm believes itself to be the best qualified to perform the services requested; state the Management Contact (representative authorized to sign an agreement for the firm) and Project Manager (person responsible for day-to-day management of the project).
6. Proposals must address all items set forth in the "Consultant Scope of Work". The proposals must provide a detailed plan demonstrating the respondent's approach and methodology and how the respondent shall complete all requirements of each item and comply with applicable law and regulation.
7. Proposals should provide a detailed schedule with project sequencing, including suggested payment milestones, and demonstrate agreement to work on a timely and interactive basis with the Owner.
8. The bidder shall demonstrate successful experience on at least three (3) projects of similar size and scope of work as the project within the past five (5) years.

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. All criteria will be used to select the successful respondent. Proposals must address all task items set forth in the “Consultant Scope of Work” and in the order in which they appear. Additional information which, in the opinion of the respondent, should be included must be clearly identified. The methods and procedures, materials and equipment, and all subcontractors and professionals that shall be used to complete each task item must be provided in detail to demonstrate the respondent’s technical understanding and regulatory requirements of the work.

- Understanding of the Requested Work. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals. Proposals must address all items set forth in the “Scope of Work”. The proposals must provide a detailed plan demonstrating the respondent’s approach and methodology and how the respondent shall complete all requirements of each item and comply with applicable laws and regulations.
- Knowledge and Technical Competence. This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.
- Management, Experience and Personnel Qualifications. Expertise of the respondent firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.
- Ability to Complete the Services in a Timely Manner. This is based on the estimated duration of the tasks and the respondent’s ability to accomplish these tasks as stated.
- Price. Price shall be based on the fee schedule submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Owner before such work is initiated. The Owner shall pay for such approved services, at the rate or cost agreed upon between the Owner and Consultant, provided the respondent has provided a schedule of fees for additional services with this RFP.

Proposals from qualified firms shall be scored using the following criteria:

Item No.	Criteria Description	Percent
1	Understanding of the Requested Work	25%
2	Knowledge and Technical Competence	20%
3	Management, Experience and Personnel Qualifications	20%
4	Ability to Complete the Services in a Timely Manner	10%
5	Price	25%
TOTAL		100%

Budget/Schedule of Compensation

1. This project is funded through grants from the NJDEP Green Acres Grant and other funding sources.
2. Consultant will provide a detailed budget by milestones of accomplishment.
3. Consultant will list the staff who will be working on each milestone; the number of hours devoted to the milestone and their rate of compensation.
4. Compensation will be tied to milestone accomplishments and will not exceed 50% at the midpoint of the contract.

III. Award of Contract via Competitive Contracting

The successful Respondent will be awarded using the competitive contracting process as set forth in N.J.S.A. 40A11-4.1, *et seq.* Pursuant to N.J.S.A. 40A:11-4.4(b), the methodology for the awarding of a competitive contracts will be based upon the evaluation and ranking under the following categories: (1) technical; (2) management; and (3) cost. The proposals will be evaluated pursuant to N.J.S.A. 40A:11-4.5(d) by the Purchasing Agent, City Counsel, or Director of Commerce, and shall prepare a report evaluating and recommending the award of contract to a Respondent.

Pursuant to N.J.S.A. 40A:11-4.5(e), the Salem City Council shall award the contract or reject all bids no more than sixty (60) days after the receipt of bids, except that the bids of any bidders who consent thereto may, at the request of the City, be held for consideration for such longer period as may be agreed.

IV. Subcontracting

Under no circumstances shall a Respondent sub-contract any part of the contract with the City of Salem without prior written permission.

Respondent shall submit a bid for the Project either in person prior to the hour designated herein via regular mail, overnight delivery, or hand delivery to the following address:

City of Salem
Attn: Ben Angeli, RMC
125 West Broadway
Salem, New Jersey 08079

Bids delivered by regular mail, overnight delivery, or hand delivered prior to the date and time as set forth herein shall be inserted in a sealed envelope. The name and address of the bidder is to be written on the outside of the envelope. The City of Salem is not responsible lost, undelivered proposals.

Bidders must submit all required documentation as stated herein, including all of the items listed on the Bid Document Checklist. Please take note of the following:

1. A respondent's bid proposal shall not be considered responsive if submitted with any qualifying conditions or provisions.
2. The Statement of Corporate Ownership enclosed hereto and required under N.J.S.A. 52:25-24.2 must set forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class, or any individual partners in a partnership who own a ten percent (10%) or greater interest therein.
3. The Non-Collusion Affidavit required under N.J.S.A. 52:34-15 must be signed and notarized.
4. If any discrepancies or omissions appear in the Bid Documents, the bidder shall notify the Purchasing Agent in writing of any such discrepancy or omission.

V. New Jersey Business Registration Certificate

Prior to the award of contract to the lowest responsible bidder, the Contractor shall provide a Business Registration Certificate (hereafter "BRC") pursuant to N.J.S.A. 52:32-44. A Business

Registration Certificate is required for all contractors and any subcontractors performing work on the Project. Under N.J.S.A. 52:32-44, the following requirements are imposed on contractors or subcontractors that knowingly provide goods or perform services for a contractor fulfilling the services required herein:

1. The contractor shall obtain and provide the owner the BRC of subcontractors knowingly used on this Project.
2. The contractor shall maintain and submit to the City a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods and services rendered under the contract.
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 N.J.S.A. 54:32B-1 et seq. on all taxable sales of tangible personal property delivered into the State.

Failure to submit the BRC with the bid is not a cause for rejection. However, the City prefers the BRC be submitted with the bid response. If it is not provided prior to execution of a contract the bidder's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible bidder.

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 twenty-five dollars (\$25.00) for each day of violation, not to exceed fifty thousand dollars (\$50,000), for each BRC not properly provided or maintained under a contract with the City.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services.

Information on obtaining a BRC is available by visiting www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-2929.

VI. Prompt Payment.

All payments for work performed will be made by the City in compliance with N.J.S.A. 2A:30-1, et seq.

VII. Discrimination in Employment

The terms and conditions as set forth in the New Jersey Civil Rights Act, N.J.S.A. 10:1, et seq. are hereby made part of every contract entered into by the City of Salem. Pursuant to N.J.S.A. 10:1, et seq., the bidder agrees to the following conditions:

1. 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;

2. 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;
3. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of fifty dollars (\$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
4. 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.

Pursuant to N.J.S.A. 10:5-32, no contract be awarded by the City, nor shall any moneys be paid thereunder to any contractor, subcontractor or business firm which has not agreed and guaranteed to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression, in accordance with an affirmative action program approved by the New Jersey State Treasurer.

Bidders are required to comply with the requirements of P.L.1975, c.127. The terms and conditions as set forth in N.J.S.A. 10:5-33 are hereby made a part of every contract entered into by the City of Salem, specifically, that, during the performance of the contract, the contractor agrees as follows:

1. 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 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, gender identity or expression, disability, nationality 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 contracting officer setting forth the provisions of this nondiscrimination clause;
2. 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; and
3. The contractor or subcontractor where applicable, will send to each labor union or representative

of workers with which he 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.

Pursuant to N.J.S.A. 10:5-34, each prospective bidder is required to submit an Affirmative Action Plan to the New Jersey State Treasurer, as set forth in the law:

Each prospective bidder on a public works contract or contracts and each subcontract bidder to a prime contract bidder shall formulate and submit to the State Treasurer his or its affirmative action program of equal opportunity whereby he or it guarantees minorities employment in all employment categories; the submission shall be accompanied by a fee in an amount to be fixed by the State Treasurer. For the purposes of this section, equal employment opportunity but not affirmative action is required with respect to persons identified solely by their affectional or sexual orientation and gender identity or expression. The State Treasurer shall notify the bidder of approval or disapproval of his or its program within 60 days of its submission; failure of the State Treasurer to so act within 60 days shall constitute approval of the program. Any existing federally approved or sanctioned affirmative action program shall be approved by the State Treasurer.

No subcontract bidder who has less than five employees need comply with the provisions of this section.

VIII. Equal Opportunity for Individuals with Disabilities

All bidders expressly agree to comply with the provisions of the American with Disabilities Act of 1990, 1990 Enacted S. 933, 101 Enacted S. 933, 104 Stat. 327, 101 P.L. 336, 1990 Enacted S. 933, 101

Enacted S. 933, and any amendments thereto, that established a clear and comprehensive prohibition of discrimination on the basis of disability. The rules and regulations promulgated under the American with Disabilities Act of 1990, and any amendments thereto, are hereby made a part of every contract entered into by the City of Salem with the lowest responsible bidder.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Americans with Disabilities Act of 1990, and any amendments thereto, during the performance of the contract, the contractor shall indemnify, protect, and save the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, or whatever kind of nature arising out of claimed to arise out of an alleged violation.

IX. Insurance Requirements of the Respondent

The Respondent shall submit and maintain insurance as set forth herein for the duration of the Project, including, but not limited to the following:

New Jersey Workers' Compensation pursuant to N.J.S.A. 34:15-1, *et seq.*;
Generable Liability Insurance;
Property Damage Liability Insurance; and
Business Automobile Liability Insurance

The Respondent shall maintain a guarantee of such insurance in the following amounts:

Workers' Compensation	\$100,000 to \$300,000
General Liability Insurance	\$1,000,000
Property Damage Liability Insurance	\$500,000
Business Automobile Liability Insurance	\$250,000

The contractor is given the option to obtain a combined single limit insurance policy in the amount of one million dollars (\$1,000,000.00).

The City of Salem shall be named as an additional insured on the insurance policies required herein. The contractor shall require a certificate of insurance upon execution of the contract. The certificates of insurance shall expressly state that the insurers will notify the City of termination of coverage no less than thirty (30) days prior to termination. In the event that any of the insurance policies herein lapse, the contractor shall notify the City of a lapse in coverage immediately.

In the event the contractor shall cause his insurance coverage to lapse, the contractor shall immediately notify the City of same. In addition, the insurance policy additional named insured provision naming the City as an additional insured on same shall contain language regarding the insurer to provide timely notification to the City about lapse in coverage.

The contractor shall also agree to indemnify and hold harmless the City for all claims, cost and judgments arising out of the allegations of negligence, errors, omissions, or allegations otherwise sounding in tort while performing within the scope of this agreement, to include but not limited to the actions of any subcontractors or suppliers.

The insurance requirements set forth herein may be supplanted and increased by the City pursuant to values as set forth in the supplementary specifications for the Project.

X. State and Federal Taxes

Pursuant to N.J.S.A. 54:32B-9 and applicable federal law, the City of Salem are exempt from sales and use tax and the federal excise tax for the purchase of fuel.

XI. Anti-Kickback Act

The bidder must comply with 18 U.S.C. 874, the Anti-Kickback Act, and any other applicable regulations promulgated by the United States Department of Labor applicable to public works projects in the United States. The contractor shall include applicable provisions in any agreements with subcontractors retained for the Project to ensure compliance.

XII. Document Retention

Pursuant to N.J.A.C. 17:44-2.2, the successful bidder shall maintain all documentation related to products, transactions, or other services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

XIII. Award and Execution of Contract

Pursuant to N.J.S.A. 40A:11-24(b), the contract awarded to the selected Respondent shall be signed by all parties no later than twenty-one (21) days after the award of the contract, Sundays and holidays excepted, after the making of an award. The contractor, upon written request to the City, is entitled to receive, within seven (7) days of the request, an authorization to proceed pursuant to the terms

of the contract on the date set forth in the contract for work to commence, or, if no date is set forth in the contract, upon receipt of authorization.

XIV. Dispute Resolution

Prior to submitting a cause of action to a court for relief, by submitting a proposal bidders are expressly agreeing to first submit to non-binding arbitration for resolve disputes that arise, as governed by N.J.S.A. 40A:11-50 and N.J.S.A. 2A:6-23B, *et seq.* The costs of arbitration shall be fully borne by the Respondent. The process as set forth in N.J.S.A. 2A:6-23A-1, *et seq.* are hereby made a part of every contract entered into by the City of Salem.

XV. Liquidated Damages

In accordance with N.J.S.A. 40A:11-19, liquidated damages are hereby made a part of every contract entered into by the City of Salem and the winning bidder. If the winning bidder fails to deliver any of the services as outlined herein, the City is entitled to one hundred and fifty dollars (\$150.00) per day as liquidated damages, and not as a penalty.

XVI. Termination for Cause

In the event that the contractor shall fail to comply with any of the conditions herein provided and as covered by the contract, the Purchasing Agent shall notify the contractor of such failure or default and demand that the same be remedied within five (5) days. In the event of the failure of the contractor to remedy the same within said period, the Purchasing Agent shall take steps to terminate the contract, and the performance bond shall be forfeited.

XVII. Requests for Information

All requests for information made by a bidder prior to the designated bid opening shall be made in writing to the following designated official by **March 10, 2026 at 4:00 PM:**

Jarred Randall
BRS, Inc.
Owner's Representative
Phone: (609) 845-6590
Email: JRandall@BRSInc.com

Requests for information by a bidder shall be shared with every contractor who has picked up the Bid Documents with corresponding answers.

XVIII. Pre-Proposal Site Visit

A non-mandatory site visit will be held on **Wednesday, March 4, 2026 at 2:00 PM**, at the site. 159 Walnut Street, Salem, NJ. Although the meeting is non-mandatory, attendance at the Pre-Proposal Meeting by prospective respondents is highly encouraged.

During the meeting access will be provided to the interior of the building so that existing conditions may be observed and taken into account when preparing proposals. Respondents will be held responsible for incorporation of existing conditions, which may be discoverable at the Pre-Proposal Meeting into their pricing. No allowances will be made in this connection for error or negligence on the part of the Consultant. If you have any issues locating the site please contact:

Jarred Randall
BRS, Inc.

Owner's Representative
Phone: (609) 845-6590
Email: JRandall@BRSInc.com

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda. If no addenda were issued, check the "No addenda were received" box.

Addenda Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

No addenda were received

Name of Bidder *(Please Print)*: _____

Signature of Authorized Representative: _____

Name *(Please Print)*: _____

Title *(Please Print)*: _____ **Date**: _____

*Signature is required only if an addendum was issued.

STATEMENT OF CORPORATE OWNERSHIP
SIGNATURE REQUIRED ON PAGE 2

Check the applicable statement:

I certify that the list below contains the names and addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

I certify that no one (1) stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned.

Legal Name of Bidder: _____

Check the applicable business entity in the space provided below:

Business Entity	Check the applicable business entity
Partnership	
Corporation	
Sole Proprietorship	
Limited Partnership	
Limited Liability Partnership	
S Subchapter	
S Corporation	
Limited Liability Company	
Other:	

If the Bidder is either a Corporation, S Corporation, or Limited Liability Company, provide the date incorporated and the place of incorporation, if not, skip to next item:

Dated Incorporated: _____ **Place of Incorporation:** _____

Business Address (Please Print): _____

Telephone: _____ **Fax:** _____

In accordance with N.J.S.A. 52:25-24.2, list below the names and addresses of all stockholders, partners, or individuals who own ten percent (10%) or more of stock of any class, or who own ten percent (10%) or greater interest therein. The disclosure shall be continued until the names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the ten percent (10%) ownerships criteria has been listed.

Name (Please Print): _____

Address (Please Print): _____

Name (Please Print): _____

Address (Please Print): _____

STATEMENT OF CORPORATE OWNERSHIP (continued)

Name (Please Print): _____

Address (Please Print): _____

**Continue on additional sheet if necessary*

Publicly traded parent company disclosure. Submit the URL providing the last annual Security and Exchange Commission, or foreign equivalent filing:

Name of Bidder (Please Print): _____

Signature of Authorized Representative: _____

Name (Please Print): _____

Title (Please Print): _____ **Date:** _____

BID PROPOSAL

Proposals showing any erasure alteration must be initialed by bidder in ink. Altered items not initialed will not be considered for award.

Name of Bidder (Please Print): _____

submits the following proposal for the

Professional Engineering and Architectural Services for Design Development, Permitting, and Construction Documentation at 159 Walnut Street, Salem, NJ for repairs and renovations to the Salem City Public Pool

Contract Period: A twelve (12) month period from the time of contract execution, with a twelve (12) month extension subject to approval

DELIVERY:

No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience.

Merchants who substitute commodities or deliver commodities not according to specifications, or who do not deliver at time specified in the proposal will be classified, as undesirable and their proposals will be refused in future bidding.

The undersigned hereby declares that he/she has carefully examined the Bid Documents and that he will contract to carry out and complete said Project at the following prices:

a. **Base Agreement.**

<u>Task</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>Total</u>
1	Kick off Meeting and Site Visit	Lump Sum	1	\$	\$
2	Verify Integrity of Piping and Structures	Lump Sum	1	\$	\$
3	Preliminary Design and Engineers Cost Estimate	Lump Sum	1	\$	\$
4	Permitting	Lump Sum	1	\$	\$
5	Preparation of Contract Documents	Lump Sum	1	\$	\$
6	Assistance with Bidding	Lump Sum	1	\$	\$
7	Construction Oversight	Hours	120	\$	\$
<u>TOTAL BASE BID</u>					\$

Total Base Bid in Words

b. **Alternative Agreement.**

<u>Task</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>Total</u>
Alt 1	Parking Lot Improvements and Stormwater Management	Lump Sum	1	\$	\$

Total Alternative Bid in Words

c. **Base Bid and Alternative Agreement.**

<u>Description</u>	<u>Total</u>
Base Bid: Tasks 1 - 7	\$
Alternative 1: Parking Lot Improvements and Stormwater Management	\$
TOTAL BASE BID AND ALTERNATIVE 1	\$

Total Base Bid and Alternative in Words

Name of Bidder (Please Print): _____

Signature of Authorized Representative: _____

Name (Please Print): _____

Title (Please Print): _____ **Date:** _____

STANDARD QUESTIONNAIRE

Name of Bidder: _____

Address of Bidder: _____

Telephone: _____ **Fax:** _____

1. How many years have you been in business as a contractor as your present business name given above?

_____ Year(s)

2. How many years have you been the Principal Officer of a general contracting firm under a different name?

_____ Year(s)

3. List three (3) projects similar in nature previously completed by your organization:

Name of Owner	
Project Manager	
Project Manager Phone #	
Project Type	
Project Location	
Amount of Contract	\$
Date of Completion	

Name of Owner	
Project Manager	
Project Manager Phone #	
Project Type	
Project Location	
Amount of Contract	\$
Date of Completion	

Name of Owner	
Project Manager	
Project Manager Phone #	
Project Type	
Project Location	
Amount of Contract	\$
Date of Completion	

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Part 1: Certification

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the State of New Jersey Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review the list prior to completing the certification below. Failure to complete the certification will render a bidder's proposal non-responsive.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed herein nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one of more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Please provide further information related to investment activities in Iran.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

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

Name of Bidder (Please Print): _____

Signature of Authorized Representative: _____

Name (Please Print): _____

Title (Please Print): _____ **Date:** _____

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarusⁱⁱ. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus **and** is not engaged in prohibited activities in Russia or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.
Description of Prohibited Activity *(Attach Additional Sheets If Necessary.)*

Additional Certification of Federal Exemption and/or License

(Complete only if appropriate)

D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor's activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license is set forth below. *(Attach Additional Sheets If Necessary.)*

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

Definitions

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

ii Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

NON-COLLUSION AFFIDAVIT

State of New Jersey
City of Salem

ss:

I, _____ residing in _____ 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 _____, the bidder making this proposal for the bid entitled **Professional Engineering and Architectural Services for Design Development, Permitting, and Construction Documentation for Site Location at 159 Walnut Street, Salem, NJ for repairs and renovations to the Salem City Public Pool**, and that I executed the said proposal with full authority to do so, that said bidder has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named contract, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the City of Salem relied upon the truth of the statements contained in said bid proposal and in this affidavit in awarding the Contract for the said bid proposal.

Name of Bidder *(Please Print)*: _____

Signature of Authorized Representative: _____

Name *(Please Print)*: _____

Title *(Please Print)*: _____ **Date**: _____

Subscribed and sworn to before me on this
_____ day of _____, _____.

Signature of Notary Public

FORM W-9, DEPARTMENT OF THE TREASURER INTERNAL REVENUE SERVICE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SAMPLE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	<small>Acting Director This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

**STATE OF NEW JERSEY
BUSINESS REGISTRATION
CERTIFICATE**

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:
20041014112823533