



**2024 Roadway Pavement Restoration Project**

**North Cedar Avenue**

**Alexander Ave (500 Block)**

**Curbing - Alternate**

**Tuesday June 25th, 2024**

**10:00am**

Township of Maple Shade  
Burlington County, New Jersey

Notice is hereby given that sealed bids be addressed to Ms. Andrea McVeigh, Township Clerk and shall be clearly marked on the outside:

**TOWNSHIP OF MAPLE SHADE  
2024 ROADWAY PAVEMENT RESTORATION IMPROVEMENT PROJECT**

The bids will be opened and publicly read at the Township of Maple Shade Municipal Building, 200 Stiles Avenue, Maple Shade New Jersey 08052 on **Tuesday June 25<sup>th</sup>, 2024, 10am** prevailing time.

A bid package containing the Instructions to Bidder, Bid Specifications and other information concerning the bid for 2024 Roadway Pavement Restoration Improvement Project may be obtained from the Office of Municipal Clerk at the Municipal Building Complex located at 200 Stiles Avenue, 2<sup>nd</sup> Floor, Maple Shade, New Jersey 08052 during normal business hours of 8:30 a.m. to 4:30 p.m. or on the municipal website at [www.mapleshade.com](http://www.mapleshade.com).

Bids must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the bid on the outside addressed to the Township Clerk, Andrea McVeigh, Maple Shade Municipal Building, 200 Stiles Avenue, Maple Shade, New Jersey 08052 and shall be delivered on or before June 25<sup>th</sup>, 2024 at 10:00 a.m. Bidders are required to comply with the requirements of P.L. 1975, c. 125, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

The Township of Maple Shade shall have sixty days (60) within which to accept or reject bids. Submitted bidders shall be required to keep their bids open for that period of time and agree that they will not withdraw or reverse their prices therein.

The signed proposal forms and bid security must be delivered to the place on or before the hour named above. Bids must be accompanied by a certified check or bid bond of not less than ten percent (10%) of the amount of the bid.

The right is reserved to reject any or all proposals, in whole or in part, or to make awards to such bidder or bidders who, in the judgment of the Township Council makes the most advantageous bid and to waive such informalities as may be permitted by law.

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Andrea McVeigh, RMC, CMR  
Township Clerk

Dated: May 31<sup>st</sup>, 2024

**TOWNSHIP OF MAPLE SHADE**  
**2024 Roadway Pavement Restoration Project**

**For:**

**North Cedar Avenue – approx. 20,580 sqft**

**Alexander Ave (500 Block) – approx.. 24,840 sqft**

**Curbing (Alternate Bid) – approx. 357 ft**

The Township of Maple Shade is accepting price bid for the following goods/services:

- Milling and paving of the above roadways within the Township of Maple Shade, 08052
- Reconstruction of curbing
- Vendors may visit the locations which are listed in this document and marked on the pavements with white paint.
- Please include the following information with your price bid:
  - Your vendor name, vendor license number, signature, and date
  - A copy of your Business Registration from the State of New Jersey
  - A copy of your Public Works Contractors License from the State of New Jersey
  - Completed W9 Form
  - Provide a Certificate of Insurance naming the Township of Maple Shade as an additional insured

**1. SCOPE OF WORK**

This contract is for paving repairs of deteriorated roadways throughout the Township. The work in the quote will be directed as required at various locations throughout the Township. All questions pertaining to the scope of work shall be directed to the Director of Public Works:

Patrick Lyons  
Director of Public Works  
(856) 779-9610, ext. 221  
plyons@mapleshade.com

**2. INTERPRETATION OF QUANTITIES IN QUOTE SCHEDULE**

The quantities appearing in the quote schedule are approximate only and are prepared for the comparison of bids. Payments will be made only for the actual quantities of work completed and accepted and material furnished in accordance with the contract documents.

Such payment will be made at the original unit prices for the quantities of work accepted by the Township. The scheduled quantities of work to be done and material to be furnished may each be increased or decreased. There shall be no additional payment above the cost of the unit prices for any increases in the quote quantity.

The vendor shall carefully examine the site(s) of the proposed projects, the specifications, and the contract documents before submitting a proposal. The submission of a quote is conclusive evidence that the bidder has made such examination and is fully aware of the conditions to be encountered in performing the work even if all information is not shown or stated.

**3. ELIMINATED ITEMS**

Should any pay items contained in the bid proposal be found unnecessary for the proper completion of the work, the Township may eliminate such items from the contract. The contractor shall not seek any compensation for such items.

**4. CHANGE QUANTITIES**

The Township reserves the right to change contract quantities. The contractor shall obtain prior written approval from the Township for any increase to contract quantities. Payment for additional quantities shall be at the unit contract price. This includes any and all cost associated with that contract item. There shall be no increase in unit cost associated with an increase in quantities for a contract item. Failure to obtain the necessary approval will result in rejection of the payment request for the increased quantities.

**5. CONTRACT CHANGES**

All requests for changes in the contract specifications, quantities, etc. will be in writing.

**6. PRECONSTRUCTION MEETING**

The Township may hold a preconstruction meeting within 5 calendar days of receipt of acceptable bonds, insurance, and a preconstruction schedule. The contractor shall bring a list of subcontractors and a completed State Form SA-11 to the meeting.

**7. UTILITIES**

It is the contractor's responsibility to give the utility companies at least seventy-two (72) hours' notice for location mark out's, etc. The contractor shall provide verification number to the Township. During construction, the contractor shall protect all existing utilities. The contractor shall bear the financial responsibilities for any damages occurred during construction. All repairs shall be done as soon as possible.

**8. MAINTENANCE BOND**

When the Punch List is completed and all outstanding questions have been resolved, this project will be accepted. When a voucher is submitted for payment retainage, a one-year maintenance bond (5% of the final contract price) shall be attached to the voucher and shall be dated the same as the final voucher. The date shall be agreed to by the Township and the contractor.

**9. NOTIFICATION OF RESIDENT**

One week prior to any road, drain, sanitary, sewer, curb, sidewalk or tree work, the contractor shall notify all residents affected by construction by mail. The notification shall be on the official letterhead of the contractor and shall specify the date construction will start and estimated date of completion.

A copy of the letter and a list of residents the letter was sent to shall be given to the Township prior to mailing.

Any time a resident and/or business is going to be affected individually, the contractor or his representative shall contact that resident and/or business twenty-four hours prior to any work being done in front of or on the affected property. The contractor shall provide written notifications to the residents and/or businesses twenty-four hours in advance if their driveways or property would become completely or partially inaccessible. The Township shall be supplied copies of notifications. The Township shall also be given in writing the methods of delivery of these notifications.

**10. INSPECTION**

The contractor shall notify the Township, forty-eight (48) hours prior to starting the work. Any work done without an inspection will be cause for rejection.

**11. SUBMISSION OF VOUCHERS**

Prior to submitting any vouchers for payment, the contractor shall notify the Township Representative assigned to this project. The contractor and the Township Representative shall discuss each line item to be included for payment in the voucher. When the

agreement is made between the contractor and the Township Representative on the total amount of each line item to be paid, only then shall the contractor submit a voucher to the Township for payment.

Payment will not be made for items requiring material slips which have not been submitted to the Township Representative. Only materials used that have the appropriate verification as herein mentioned shall be eligible for payment. **DUPLICATE COPIES OF ALL DELIVERY SLIPS SHALL BE PROVIDED TO THE TOWNSHIP.**

Should any of these procedures not be followed, all payments may be unnecessarily delayed. Incomplete vouchers will be returned to the contractor.

**\*\*NOTE: ALL WILL BE 2" MILL & 2" OVERLAY OF 9.5M64 SURFACE.\*\*  
COURSE, UNLESS OTHERWISE DIRECTED BY THE TOWNSHIP**

### **Locations of Work:**

**North Cedar Avenue - @ 686 ft. x 30ft.**

**500 Block of Alexander Avenue - @ 920 ft. x 27 ft.**

**Reconstruction of Curbing (Alexander Avenue) - @ 357 ft.**

## **12. MAINTENANCE AND PROTECTION OF TRAFFIC (NON-PAY ITEM)**

The contractor shall follow the MUTCD manual traffic maintenance and safety for this project. The sign face for W20 series signs shall be Type IV – B fluorescent orange sheeting (diamond grade only).

Prior to lane closing, the contractor shall advise Maple Shade Township Police, Traffic Bureau (856-234-8300), Fire Department, and all affected businesses and residents by letter, which may be mailed or may be hand delivered to each resident and business informing them of the starting date of the work.

The road shall be kept open to local traffic and emergency vehicles at all times, unless otherwise agreed upon by Police and Fire. The traffic director shall wear DOT approved vest at all times.

The Township has adopted a resolution of standards involving regulation of construction and associated work that affects public roadways situated within the Township of Maple Shade. According to this resolution, the following items shall be addressed by the contractor during the preconstruction meeting:

A.) Work Zone safety controls and regulations requirements:

- Emergency phone numbers and responsible persons during hazardous situations (conditions).
- Work Hours

- Traffic Maintenance
- Traffic Directors
- Stop Work:
  - The Maple Shade Township Police Department shall have the authority to stop work in any work zone in case of violations.

B.) Penalties for Violations:

- Pay a fine of not less than \$100 or more than \$500 and/or be imprisoned for a term not exceeding ninety (90) days. For a second offense, the penalty for a conviction shall be a fine of not less than \$250 and/or imprisonment for a period not exceeding ninety (90) days. Continuation of a violation for each successive day shall constitute a separate offense. All signs shall be manufactured according to the current edition of Manual on Uniform Traffic Control Devices and current N.J. DOT specifications.

**13. ROADWAY EXCAVATION/UNCLASSIFIED / NON-PAY ITEM**

Roadway excavation shall include excavating to subgrade, grading, and compacting of subgrade and other excavation deemed necessary by the Township. Roadway Excavation shall conform to N.J. DOT Standard Specifications Section 202.

Prior to the placing of any subbase or base, the subgrade shall be shaped and compacted to within a tolerance of plus or minus one-half (1/2) inch of grade and contour, with no areas consistently high, and shall be free from water pockets.

Such surfaces shall be shaped and smoothed to correct ridges, ruts, and other surface irregularities. Sub-base of base material shall not be placed on soft, muddy, or frozen areas, or until all irregularities in the prepared areas, including soft areas in the foundation, have been corrected. Soft, yielding material and areas of nonuniform density shall be reworked, or removed and replaced, and the replaced material graded and compacted as specified above. Should the soft or yielding material graded and compacted as specified above. Should the soft or yielding condition be due to excessive moisture, work may be suspended in such areas until they sufficiently dry out.

No payment shall be made to the contractor for hauling and disposal of excavated material.

At all construction limits, a saw cut shall be made.

The contractor may at his option mill the asphaltic paved section of the road. The contractor shall refer to the SPECIFICATION No. 14 (MILLING) for construction methods and other requirements.

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**All costs of Roadway Excavation (Unclassified) will be paid under the cost of Pavement Repair. No separate payment shall be made for milling. Any roadway excavation done by milling will paid under the item, Pavement Repair.**

#### **14. MILLING (NON-PAY ITEM)**

Milling of hot mix asphalt consists of the removal of hot mix asphalt surface and/or base courses to the prescribed depth, (0"-8") profile, and cross slope and shall conform to N.J. DOT Supplementary Specifications Subsection 202.09:

- a. The milling machine shall be a self-propelled planning, grinding, or cutting machine, with variable operating speeds, capable of removing hot mix asphalt without the use of heat. The milline machine shall be equipped with automatic grade control system, either ski type, or string line. The teeth in the milling drum that become dislodged, broken, or unevenly worn shall be replaced immediately with teeth of the same length as the remaining teeth in that row.
- b. Prior to the start of milling operations, a meeting shall be held with the Engineer to determine the method of grade control, the length of each milling pass, the method of traffic control to be used, and the side of the traveled way from which milling shall begin.
- c. The milling machine shall be operated at speeds and depths in such a manner as to produce milled material which passes a two and one half (2 ½) inch sieve.
- d. The milling operation shall be carried out in a manner that prevents dust and other particulate matter from escaping into air.
- e. The surface of the milled area shall be swept clean prior to being opened to traffic and prior to the subsequent construction or resurfacing stage.
- f. The milling shall provide a skid resistance not less than that of the original surface prior to milling and shall permit passage of safe traffic at the posted speed limit without vehicle operators experiencing impaired directional controlled.
- g. The use of milling machines is not permitted on bridge decks when hot mix asphalt is removed to its full depth.

**ALL MILLED MATERIAL, STONE, SOIL, ETC. SHALL BECOME THE PROPERTY OF THE CONTRACTOR FOR DISPOSAL OFF SITE. NO SEPARATE PAYMENT SHALL BE MADE FOR MILLING OR HAULING OF MILLED MATERIAL TO THE PLACE OF DEPOSIT OR DISPOSAL.**

All recycled material must be documented.

The roadway shall be paved within 3 working days of milling.

#### **15. JOINT SEALER**

Where directed by the Township, hot joint sealer for joints and cracks in pavement shall be placed where needed. The sealer shall be a hot-poured joint sealer that is listed on the QPL and conforms to ASTM D 6690.

- Backer material, if needed, shall conform to ASTM D 5249, Type 1.
- Payment for Joint Sealer shall be per linear foot and shall include all time and material needed to clean, prep, and install joint sealer.

#### **16. PAVEMENT REPAIR**

The repair described below will used on various streets within the Township as marked in the field by Township Inspectors. Pavement repair shall include near cutting and removal of deteriorated pavement and other materials to a depth that will allow proper placement



of 2 inches of compacted thickness of hot mix asphalt 9.5M64 surface course as directed. In excavating materials from the area to be repaired, the cut faces should be straight and vertical. The patch shall be tied into solid material all around the perimeter of the patch and the cut faces painted with emulsified asphalt (CSS-1h).

The subgrade in all pavement repair areas shall be regarded and compacted as directed. Where paving repair comes in contact with the edge of the road, it shall be constructed to line and grade set by the Township. The contractor shall set a string line from grades given and where there is existing curb, he shall mark the face of the curb from cut sheets provided and snap a chalk line between points. The paving shall be constructed to this line. No separate payment shall be made for setting string line marking curbs, snapping chalk line, and any excavation necessary to do pavement repair.

**The pay item shall be on a square yard basis and shall include any excavation, milling, base course, surface course, and all labor to complete the item.**

**17. TACK COAT – CATIONIC EMULSIFIED ASPHALT (CSS-1h) (NON-PAY ITEM)**

A tack coat of cationic emulsified asphalt shall be spray applied at a rate of 0.1 gallon per yard. The application shall be applied with a calibrated distributor truck. Tack coat shall include sweeping the surface clean and removal of any vegetation along the curb line. All cracks, crevices, and depressions shall be thoroughly cleaned before application of tack coat.

**18. VEHICLES FOR TRANSPORTING**

The mixture shall be transported from the mixing plant to the project in trucks equipped with tight, clean bodies which shall be lightly coated with a soap or lime solution or other such non-petroleum-based release agent. Each truckload delivered shall be covered with a waterproof canvas tarpaulin to protect mixture from the weather. Any truck causing excessive segregation of the mixture by its suspension or other contributing factors, or that leaks and causes delays, shall be removed from the work until such conditions are met. **Adequate plant production and number of trucks for transportation shall be used to ensure delivery of the mixture in sufficient quantities and at such intervals to permit continuous placement of the material with minimal stopping and starting of the paving operation. Failure to maintain such delivery shall be cause to suspend work.**

- a. **Hot Mix Asphalt Paver** – Hot mix asphalt pavers for 8' widths or more shall be self-contained, power propelled units provided with an activated screed or strike-off assembly, heated if necessary, and capable of spreading and finishing hot mix asphalt in the lane widths and thickness required. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. The paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. Pavers shall be equipped and operated with automatic grade and slope control. The hot mix asphalt paver shall

be equipped with sloped plate to produce a wedge edge longitudinal joint. The sloped plate shall produce a wedge edge having a face slop of 1:3.

- b. **Rollers and Compaction** – Rollers shall consist of steel wheel rollers, no vibratory rollers. Rollers shall be equipped with adjustable scrapers to keep the wheels clean and with means of keeping the wheels moist. Wheels shall also be free of flat areas, openings, or projections which mar the surface. Rollers shall be capable of reversing without backlash. After the mixture has been spread, struck off, and surface irregularities adjusted, it shall be compacted thoroughly and uniformly with rollers. The surface shall be rolled when the mixture is in proper condition and when the rolling does not cause undue displacement, cracking, or shoving. Rollers shall move a slow but uniform speed. Maximum rolled speed shall be 3 miles per hour except for vibratory roller used on top layer where maximum speed shall be 2 ½ miles per hour. Rolling shall be continued until all roller marks are eliminated.
- c. **Weather Limitations**  
Hot mix asphalt mixtures shall be placed with the combinations of lay down and base surface temperatures are within the limits shows in Table 401.03.03-1 N.J. DOT S.S., when it is not raining, and when the base is in satisfactory condition. For other than surface courses, in case of sudden rain, the placing of mixture when in transit from the plant may be permitted, if laid at proper temperature, and if the base is free of pools of water. Such permission shall in no way waive any of the requirements of the specification. Lay down temperature will be measured in the receiving hopper of the paver.

## **19. HOT MIX ASPHALT MIXTURES**

The mix designation and nominal maximum size of the aggregates in hot mix asphalt mixtures shall be according to N.J. DOT S.S. Table 902.2 Hot Mix Asphalt Mixtures. All hot mix asphalt shall come from one plant only. During construction a weigh ticket shall be furnished for each truckload. Material will not be accepted unless accompanied by a legible weight ticket. The ticket shall clearly indicate the printed name of the supplier and location of the batch plant, the title of the project for which delivery is intended, the time and date, truck number, and mix number of the material and the total net weight.

## **20. WEIGHT**

The maximum compacted weights used to calculate the tonnage for the contract are:

HMA 19M64 Base Course – 117.5 pound/inch thickness per square yard.

HMA 12.5M64 Surface Course – 116.5 pounds/inch thickness per square yard.

HMA 9.5M64 Surface Course – 116.5 pounds/inch thickness per square yard.

No slag will be permitted. No payment shall be made for any hot mix asphalt in excess of the specified compacted thickness unless approved in writing by the Township. Where there is any deficiency from the specified compacted thickness of the hot mix asphalt, the Township at their option may direct:

- A. The payment quantities be reduced, and/or
- B. The contractor to construct an overlay of hot mix asphalt suitable to the Township to correct the thickness at no additional compensation, and/or
- C. The contractor to remove and replace the hot mix asphalt or fraction thereof to the correct thickness at no additional compensation.

**21. SEAL CONSTRUCTION LIMITS (NON-PAY ITEM)**

All construction limits shall be top sealed with asphalt cement (AC-20). The seal shall be a minimum of three (3) inches wide centered on construction limit both before and after paving. On the areas sealed with asphalt cement (AC-20), sprinkle dry sand to prevent pick up by traffic. No separate payment shall be made for sealing limits. Payment for surface course will not be made until limits are sealed.

**22. RESTORATION AND CLEANUP (NON-PAY ITEM)**

On paved surfaces, the contractor shall not use or operate tractors, bulldozers, or other power-operated equipment, the treads, or wheels of which are so shaped as to cut or otherwise damage such surfaces.

Branches, limbs, and roots shall not be cut except by permission of the Township. All cutting shall be smoothly and neatly done without splitting or crushing. In case of cutting or unavoidable damage to branches, limbs, and trunks of trees, the cut or damaged portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.

At such times as may be directed, the contractor shall remove from the site, all materials which were placed thereon by him as a consequence of performing this work and which are not required by the contractor to be left as part of the finished work. The entire work and portions of the site affected thereby shall be left in a satisfactory condition. The sidewalks and crosswalks shall be swept clean of all material that may have accumulated thereon by reason of the work performed under contract, and, if required they shall be sprinkled with water during the sweeping.

No separate payment shall be made for the work involved in Restoration and Clean Up as described above. The cost of this work shall be included in the price bid for the various items. This includes turf areas, pavement, sidewalk curbs, lawn ornaments, mailboxes, trees, shrubbery, landscaping, signs, utilities, etc. removed or disturbed during the execution of work.

# Proposal

**North Cedar Avenue - @ 686 ft. x 30ft.**

**500 Block of Alexander Avenue - @ 920 ft. x 27 ft.**

\$ \_\_\_\_\_

Total Amount Written in Words:

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**Reconstruction of Curbing (Alexander Avenue) \$ \_\_\_\_\_**

Total Amount Written in Words:

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\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# **REQUIRED DOCUMENTS**

## Required Document Checklist

Required with  
Submission of Bid

Initial each  
submitted

X		
X	Political Contribution Disclosure Form	
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Stockholder Disclosure Certification)	
X	Affirmative Action Requirements	
X	Submission of a Non-Collusion Affidavit	
X	Public Works Contractor Registration Form	
X	New Jersey "Business Registration Certificate" Form	
X	Federal W-9 Form	
X	Certificate of Insurance naming Township of Maple Shade as Additional Insured	
X	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c. 25.	
X	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L. 2022, c.3 NJ Rev 6.8.2022	
X	Hold Harmless Form	
X	Alternative Dispute Resolution Form	
X	Proposal	

The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Contractor: \_\_\_\_\_

**By Authorized Representative:**

Signature: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title:\_\_\_

Date:\_\_\_\_\_ Company:\_\_\_\_\_

Mailing  
Address:\_\_\_\_\_

Physical Address:\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”







**TOWNSHIP OF MAPLE SHADE**  
**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |  |  |

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____ 2__.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

**TOWNSHIP OF MAPLE SHADE**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the \_\_\_\_\_ (*name of business entity*) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding September 9<sup>th</sup>, 2019 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Township of Maple Shade* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Charles Kauffmann	
Claire Volpe	
Sandy Nunes	
Steven Schmidt	
Nelson Wiest	

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business entity:**

- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signature of Affiant: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name of Affiant : \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this ____ day of _____, 2____.	_____ (Witnessed or attested by)
My Commission expires:	_____ (Seal)

**Township of Maple Shade**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**Township of Maple Shade**  
**AFFIRMATIVE ACTION REQUIREMENTS**

**CONSTRUCTION CONTRACTS**

“Bidder is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. And N.J.A.C. 17:27.

1. All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, and agrees to furnish the required forms of evidence.

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

\_\_\_\_\_  
Name & Title (type or print)

My Commission expires:

\_\_\_\_\_  
Date

## Township of Maple Shade

### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The contractor and the Township of Maple Shade, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 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 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.

**TOWNSHIP OF MAPLE SHADE**  
**NON-COLLUSION AFFIDAVIT**

State of New Jersey :  
:SS  
County of \_\_\_\_\_ :

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of

\_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of  
(title or position)

\_\_\_\_\_ (name of firm), the bidder making this

Proposal for the bid entitled \_\_\_\_\_, and that I executed with  
(title of proposal)

the full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Maple Shade, New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

\_\_\_\_\_.

Subscribed and sworn to  
before me this day

\_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
Signature  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of New Jersey

My Commission expires \_\_\_\_\_  
(Seal)



**TOWNSHIP OF MAPLE SHADE**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**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 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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 applicable employment goal prescribed by N.J.A.C. 17:27\_7.3; provided, however, that the Division 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27\_7.3. 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 attempt to

hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, 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 until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 Division. 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.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) 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 Division.

(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 Division and submitted promptly to the Division 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 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division 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 Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

**PUBLIC WORKS CONTRACTOR REGISTRATION FORM**

C.34:11-56.48, P.L. 1999, Ch. 238 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

“Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the “New Jersey Prevailing Wage Act, “P.L. 1963, c. 150 (C.34:11-56.25 et seq.) And includes any subcontractor of a contractor as defined herein.”

All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals are received by the public entity.

All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.

Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.

The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55).

After bid proposals are received, and prior to contract award, the contractor must submit to the public entity copies of certifications of all listed subcontractors.

Prior to the work being performed by non-listed subcontractors, the contractor must submit to the public entity copies of certifications of all non-listed subcontractors.

Regulation NJAC 12:60-2.1 & 6.1 of the NJ Prevailing Wage Act, NJSJA 34:11-56.25 et. seq. requires that certified payroll records must be submitted to the public body, by all contractors and subcontractors, for each employee on the project within ten (10) days of the payment of wages.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238.

Registration Number: \_\_\_\_\_

Check if Not  
Registered

Bidder \_\_\_\_\_

\_\_\_\_\_

(Subcontractor) \_\_\_\_\_

\_\_\_\_\_

(Subcontractor) \_\_\_\_\_

\_\_\_\_\_

(Subcontractor) \_\_\_\_\_

\_\_\_\_\_

Subscribed and Sworn before me this  
\_\_\_\_\_ day of  
\_\_\_\_\_, 2\_\_\_\_\_.

Notary Public

\_\_\_\_\_  
Signature

My Commission expires on  
\_\_\_\_\_, 20\_\_\_\_

## TOWNSHIP OF MAPLE SHADE

### DISCLOSURE OF INVESTMENTS IN IRAN

In accordance with 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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take 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.

#### PLEASE CHECK EITHER SPACE:

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

OR

\_\_\_\_\_ I am unable to certify as above because I or the bidding entity and/or one of more of its parents, subsidiaries, or affiliates is listed on the Department'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, fines and/or sanctions will be assessed as provided by law.

#### Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name: \_\_\_\_\_

Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities:

\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

Bidder/Vendor \_\_\_\_\_

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 below-referenced person or entity. I acknowledge that the Township of Maple Shade is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Township of Maple Shade to notify the Township of Maple Shade in writing any changes to the answers of information contained herein. IO that if 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 the Township of Maple Shade and that the contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Contractor/Vendor: \_\_\_\_\_

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR  
BELARUS PURSUANT TO P.L.2022, c.3 NJ Rev. 6.8.2022**

**CONTRACT / BID SOLICITATION TITLE:** \_\_\_\_\_

CHECK THE APPROPRIATE BOX

\_\_\_\_\_ I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3, 1 section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

*OR*

\_\_\_\_\_ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity (Attach Additional Sheets If Necessary)

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If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Vendor's Authorized Representative

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor Phone Number

\_\_\_\_\_  
Vendor Address (Street Address)

\_\_\_\_\_  
Vendor Fax Number

\_\_\_\_\_  
Vendor Address (City/State/Zip Code)

\_\_\_\_\_  
Vendor Email Address for  
Authorized Representative

**TOWNSHIP OF MAPLE SHADE**  
**HOLD HARMLESS**

The Contractor agrees to defend, indemnify and save harmless the Township of Maple Shade, its officers, employees, agents and servants and each and every one of them against and from all suits and cost of every name and description, and from all damages to which said Township of Maple Shade or any of its officers, employees, agents or servants may be put by reason of injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of the Contractor or Subcontractors, or through any improper or defective machinery, implements or appliances used by said Contractor or Subcontractor in the aforesaid work or through any act or omission on the part of said Contractor or Subcontractors. This provision applies regardless of whether insurance coverage is provided.

**Submitted by:**  
**(Name of Firm)** \_\_\_\_\_

**Signature of authorized representative:** \_\_\_\_\_

**Title of authorized representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**TOWNSHIP OF MAPLE SHADE**

**ALTERNATIVE DISPUTE RESOLUTION**

**MANDATORY CONSTRUCTION CONTRACT DISPUTE PROCEDURES**

**P.L. 1997, c. 371 (N.J.S.A. 40A:11-41.1)**

N.J.S.A. 40A:11-41.1 All construction contract documents entered into in accordance with the provisions of P.L. 1971, c.198 (C. 40A:11-41.1 et seq.) after the effective date of P.L. 1997 c. 371 (C.40A:11-41.1 (Note: effective date is January 13, 1998), shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this law shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c 198 (C. 40A:11-1 et. seq.). The dispute resolution process utilized in this contract shall be mediation.

Notwithstanding industry rules or any provisions of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

For the purposes of the law, the term “construction contract” means a contract involving construction or a contract related thereto concerning architecture, engineering or construction management.

**Submitted by:**  
**(Name of Firm)** \_\_\_\_\_

**Signature of authorized representative:** \_\_\_\_\_

**Title of authorized representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*THE ABOVE HAS BEEN REVIEWED AND ACKNOWLEDGED BY THE AUTHORITY OF THE ABOVE SIGNATURE*