

**RESOLUTION TC 25-141  
TOWNSHIP COMMITTEE, TOWNSHIP OF HARDING  
MORRIS COUNTY, NEW JERSEY  
JULY 28, 2025**

**RESOLUTION TO AUTHORIZE AN RFP (REQUEST FOR PROPOSAL) FOR GENERAL  
PLANNING, AFFORDABLE HOUSING, AND ADMINISTRATIVE AGENT SERVICES**

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**WHEREAS**, the Township Committee of the Township of Harding has determined that there exists a need to provide the following professional services for the Township: affordable housing and general planning services and affordable housing administrative agent; and

**WHEREAS**, pursuant to the New Jersey Local Unit “Pay to Play Law,” N.J.S.A. 19:44A- 20.4 et seq., the Township seeks qualified professional planning services and administrative agent services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

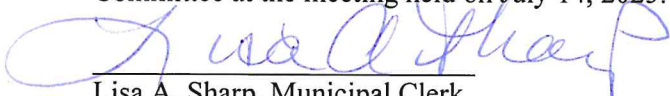
**WHEREAS**, as required by this law, the Township seeks to authorize to provide sufficient notice of its Request for Proposals/Qualifications; publicly solicit RFPs through the utilization of the Township’s official Web site; establish an award and disclosure process documented in writing prior to soliciting any RFPs; publicly open all proposals; and publicly award the Contract via a Resolution of the Township Committee.

**BE IT RESOLVED**, by the Township Committee (the “Committee”) of the Township of Harding, County of Morris, State of New Jersey that subject to the following conditions:

1. The Committee hereby authorizes the issuance and publication of the attached request for proposals (“RFP”) concerning affordable housing and general planning services and administrative agent services.
2. The Committee hereby authorizes the appropriate Township officials and professionals to take the steps necessary to implement this resolution.

**DATED:** July 14, 2025

I, Lisa A. Sharp, Municipal Clerk of the Township of Harding, County of Morris, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Committee at the meeting held on July 14, 2025.

  
 Lisa A. Sharp, Municipal Clerk

**Vote on Resolution:**

	MOTION	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN	ABSENT
Ms. Chipperson	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dr. Lacz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mr. Platt	2 <sup>nd</sup>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Yates	1 <sup>st</sup>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Jones	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



TOWNSHIP OF HARDING  
Morris County, New Jersey  
Blue Mill Road, Box 606  
New Vernon, New Jersey 07976  
973-267-8000

**TOWNSHIP OF HARDING**

**MORRIS COUNTY, NEW JERSEY**

**BID SPECIFICATIONS**

**FOR**

**AFFORDABLE HOUSING ADMINISTRATIVE AGENT AND AFFORDABLE  
HOUSING AND GENERAL PLANNER**

**Receipt and opening of Bids:**

**August 20, 2025, 11 A.M.**

**TOWNSHIP HALL**  
**21 BLUE MILL ROAD NEW VERNON, NEW JERSEY**

**NOTICE OF SOLICITATION FOR PROPOSALS  
FOR AFFORDABLE HOUSING ADMINISTRATIVE  
AGENT AND AFFORDABLE HOUSING AND  
GENERAL PLANNER 2025**

Notice is hereby given that the Township of Harding, County of Morris and State of New Jersey seeks to engage firms to fill the following positions for the Township Year January 1, 2025, through December 31, 2025, or upon appointment, whichever is later. The contracts will be awarded through a fair and open process pursuant to the provisions of 19:44A-20.4 (New Jersey Pay to Play Law). If awarded a contract, Vendors shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

- Affordable Housing Administrative Agent
- Affordable Housing and General Planner

Copies of the specifications may be obtained from the Township Clerk's Office, 21 Blue Mill Road, New Vernon, NJ 07976 (973-267-8000 ext. 711) or downloaded from the Township website <https://www.hardingnj.org/>.

Proposals must be received by the Township Clerk no later than 11:00 AM prevailing time on August 20, 2025 at 21 Blue Mill Road, New Vernon, NJ 07976 and will be publicly opened in Township Hall at 11:00 AM on the same day.

All questions concerning this notice must be addressed to the Township Administrator at 973-267-8000 ext. 709.

**Lisa Sharp**  
Township Clerk

I. PURPOSE AND INTENT

A. Through this Request for Proposals (RFP), the Township of Harding (hereinafter the "Township") seeks to engage a vendor as (position) for the 2025 Township year commencing January 1, 2025, or upon appointment, whichever is later. This contract will be awarded through a fair and open process pursuant to NJSA 19:44A-20.4 et seq.

II. PROPOSAL SUBMISSION

A. Submissions MUST include:

a) One original, one (1) copy, and a CD/Flash drive of the bid proposal must be submitted.

B. Submissions MUST be in the format specified in Paragraph A above; the Township will not accept Faxed proposals nor Emailed proposals. Faxed or Emailed proposals shall not be considered.

C. Please DO NOT submit your proposal in a three-ring binder or plastic folder cover, spiral bound with a wire or plastic comb, with section dividers between parts, or with pages inserted in plastic sleeves. These materials are expensive for you and actually make it more difficult for us to review and evaluate your proposal. Proposals are evaluated only on their content, not on their appearance.

D. Submissions shall be submitted in sealed envelopes and must be marked with the "NAME OF POSITION" and addressed to:

Township Clerk  
Township of Harding  
21 Blue Mill Road  
New Vernon, NJ 07976

E. Vendors who wish to apply for more than one position MUST submit separate, complete proposals for each position. Submissions with multiple positions listed will ONLY be considered for the position listed first.

F. The proposal shall be received no later than August 20, 2025 at 11:00 AM.

G. Proposals will be publicly opened on August 20, 2025, at 11:00 AM in Township Hall, 21 Blue Mill Road, New Vernon, NJ 07976.

H. Any inquiry concerning this RFP should be directed in writing to:

Township Administrator  
Township of Harding  
PO Box 666, 21 Blue Mill Road  
New Vernon, NJ 07976

I. All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The Township will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Township reserves the right to reject any and all proposals,

with or without cause, and waive any irregularities or informalities in the proposals. The Township further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Township reserves the right to re-solicit proposals.

### III. GENERAL INFORMATION ON THE TOWNSHIP OF HARDING

- A. The Township of Harding operates under the Township Committee Form of Government pursuant to N.J.S.A. 40A:63-1. The Township is approximately 20.1 square miles; has a population of 3,897; an annual operating budget of approximately \$11.3 million; and approximately 50 employees. The Township Committee generally meets the first and third Mondays of each month as well as special meetings on an as-needed basis.
- B. All the following are contained within the Township's 20.5 square miles:
- a) Natural & Protected Areas
    - \* Great Swamp National Wildlife Refuge
    - \* Jockey Hollows
    - \* Conservation Management Area (73 acres managed by GSWA)
  - b) Village & Historic Districts
  - c) Recreational Parks & Trails (Bayne Park, Lewis Morris Park, Loantaka Brook Reservation, Patriots' Path)
  - d) Water Features & Watersheds (Passaic River, Silver Brook, Primrose Brook)
  - e) Ecological & Agricultural Landscape
  - f) Rural Conservation

### IV. MINIMUM QUALIFICATIONS (EXHIBITS A AND B)

- A. Minimum Qualifications differ for each professional specialty; please see Exhibit A for specifics. However, all applicants need to provide the following items contained in Section V.

### V. MANDATORY CONTENTS OF PROPOSAL

#### A. Definitions

While an applicant does not have to match each item exactly, the following is what is generally meant when used in this RFP.

- 1) SCOPE: Magnitude of the project, and value of the contract
  - 2) SIZE: When used in this context refers to such things as: budget, miles of roads, number of employees, acres of recreation areas, size of municipal bonds, population, number of homes.
  - 3) SIMILAR: Refers to such things as towns that are partially or wholly in the Pinelands, have areas of dense suburban development, have areas of non-dense woodlands, have large recreation complexes, contain streams and lakes, contain federally regulated wetlands and have large commercial areas.
- B. In addition to demonstrating an ability to meet all minimum qualifications in Exhibit A, the firm must also include and address the following:

- 1) Submission Checklist (Exhibit C): Vendors shall use this Checklist to confirm that all required information is included, and must submit a copy of the completed Checklist with their proposal.
- 2) Contact Information: Provide the name and address of the firm; the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.
- 3) A Fee Proposal for the 2025 Township year. A proposal showing minimum and maximum ranges is not acceptable.
  - a. The Township will not award a contract to any Attorney whose hourly rate exceeds \$175.00
  - b. The Township will not award any contract to any professionals other than Attorneys as noted in 3)a. above for any services which contain a rate that is higher than the rate the Township is paying in 2024 for that same service.
  - c. The Township will not award fixed contracts. All “fixed rate proposals” should be in the form of “not to exceed” proposals.
  - d. 2025 Professional contracts are available for review at the Township Clerk’s office and/or on the Township’s website, [www.townshipofHarding.com](http://www.townshipofHarding.com), under the “Information” tab, listed as “Transparency – Contracts, Salaries.”
  - e. Fee Proposal MUST be placed on the LAST page of your proposal packet.
- 4) An Executive Summary of not more than two (2) pages, identifying and substantiating why the vendor is qualified to provide the requested services.
- 5) A Staffing Plan listing those persons who will be assigned to the engagement if the vendor is selected, including the designation of the person who would be the vendor’s officer responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information should include, at a minimum, a description of the person’s relevant professional experience; years and type of experience; and number of years with the vendor.
- 6) A description of the vendor’s experience in performing services of the type described in this RFP. Specifically identify client size and specific examples of work within the scope of services required under this RFP in similarly-sized municipalities. It is imperative to show experience in similarly-sized towns.
- 7) The location of the office, if other than the vendor’s main office, at which the vendor proposes to perform services required under this RFP. Describe your presence in New Jersey and any familiarity your firm has with the Morris County area.
- 8) Five (5) references for which similar services have been provided for. Experience with similarly-sized municipalities is a plus. Provide the contact names, titles and phone numbers.
- 9) If the vendor or any principal therein has been subject to any professional disciplinary action over the last three (3) years, the bidder must provide a description of the litigation and/or disciplinary action.
- 10) In its proposal, the vendor must identify any existing or potential conflicts of interest, and

disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Township.

11) Insurance and Indemnification - The Township requires the Vendor to secure and maintain during the life of this contract the following insurance coverages which will insure against claims which may arise out of or result from the business operations under the Contract and for which the Vendor may be legally liable. All required insurance coverages must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the Township. Insurance shall be written for not less than the limits specified below or required by law, whichever may be greater. The Vendor shall not commence work under this contract until it has obtained the insurance required under this section.

- a. Commercial General Liability insurance or its equivalent for bodily injury, personal and advertising injury and property damage including loss of use, with minimum limits of:
  - o \$1,000,000 each occurrence
  - o \$1,000,000 personal and advertising injury
  - o \$2,000,000 general aggregate per project; and
  - o \$2,000,000 products/completed operations aggregate.

This insurance shall include:

- o Blanket contractual liability including protection for the Vendor from bodily injury and/or property damage claims arising out of liability assumed under this Contract.
  - o Liability arising from products and ongoing & completed operations
  - o Liability arising from the actions of independent contractors; and
  - o Liability arising from premises operations.
- b. Business Automobile Liability insurance or its equivalent including applicable No-Fault coverage, with limits of liability not less than \$1,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
  - c. Workers' Compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including "other states" coverage: Employer's Liability insurance with minimum limits of:
    - o \$1,000,000 each accident for bodily injury by accident
    - o \$1,000,000 each employee for bodily injury by disease; and
    - o \$1,000,000 policy limit for bodily injury by disease.

This requirement applies to ALL Vendors, including sole proprietors.

- d. Umbrella Liability insurance or its equivalent with a minimum limit of \$2,000,000 per occurrence/annual aggregate. Coverage shall follow form over the general liability, automobile liability and employer's liability coverages.

- e. Professional Liability / Errors & Omissions insurance or its equivalent with limits of liability not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least two (2) years after completion of the contract of work.
- f. Cyber Security and Privacy Liability Insurance - Contracts with Consultants or Contractors with access to Confidential or Personally Identifiable Information (PII) or its equivalent with limits of liability not less than \$1,000,000 per occurrence or claim.
- g. Additional Insured Status - “Township of Harding, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers” shall be added as additional insured on the General Liability policy with respect to work performed by the insured. The above wording shall be on the certificate of insurance and a copy of the additional insured endorsement must be provided.
- h. Primary/Non-Contributory Coverage shall be primary to the additional insureds and shall not be contributing with any other insurance or similar protection available to the additional insureds, whether other available insurance be primary, contributing or excess.
- i. Waiver of Subrogation - Vendor hereby grants to the Township a waiver of any right to subrogation which any insurer or contractor may acquire from vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Township for all work performed by the vendor, its employees, agents, and subcontractors.
- j. Subcontractors - Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- k. Cancellation Clause - Coverage required under this Agreement shall not be canceled, non-renewed or materially changed without 30 days prior written notice from Vendor to the Township, except where cancellation is for nonpayment of premium, then 10 days’ prior notice shall be given.
- l. Proof of Required Insurance - Vendor shall provide the Township along with the proposal Certificate(s) of Insurance evidencing such required coverages. A copy of the General Liability Additional Insured Endorsement must be provided with the certificate(s).

All Vendors MUST provide the correct Certificates of Insurance/proof of insurance listed above along with their proposal.

- m. The appointed Professionals shall provide the Township at the time the contract is returned to them for execution, Certificate(s) of Insurance and endorsements evidencing all required coverages.
- n. Continuation of Coverage - If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal Certificate(s) to the Township at

least ten (10) days prior to the expiration date.

- o. All appointed professionals MUST return a signed contract and provide all required documentation and insurance proofs no later than January 31, 2025, or by the end of the calendar month in which they are appointed.

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## VI. ADMINISTRATIVE REQUIREMENTS AND INFORMATION

- A. Business Registration – Section I of P.L. 2001, c.134 is amended to read as follows:  
An act concerning business registration for providers of goods and services to the State, State colleges and universities, county colleges, local contracting units, boards of education, water and wastewater contractors and casinos, supplementing Title 54 of the revised Statutes and amending P.L. 1977, c.110.

No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration.

All professionals submitting proposals shall submit a copy of their Business Registration Certificate with their proposal.

- B. Affirmative Action Requirements (Exhibit D) – If awarded a contract, Vendor shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27 et seq.
- a) Procurement, Professional and Service Contracts – All successful vendors must submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- i. Letter of Federal Affirmative Action Plan Approval;
  - ii. Certificate of Employee Information Report; or
  - iii. Employee Information Report Form AA-302
- C. Stockholder Disclosure (Exhibit E) – Chapter 33 of the Public Law of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid for said corporation or partnership, there is a submitted statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.
- D. Disclosure of Investment Activities in Iran (Exhibit F) – The Vendor must submit a completed form with the proposal. Failure to submit the completed form will render the proposal non-responsive.

Pursuant to N.J.S.A 52, 32-55, et seq., any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification with their proposal, in the form provided, 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 of Purchase and Property's website at: [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

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VII. INTERVIEW

- 1) The Township Committee (or, if designated, the Township Administrator) reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The Township reserves the right to request clarifying information subsequent to submission of the proposal.

VIII. SELECTION PROCESS

- 1) All proposals will be reviewed by the Township Committee to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy Part IV - "Minimum Qualifications" and Part V - "Mandatory Contents of Proposal", the Township will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:
  - a) The vendor's general approach to providing the services required under this RFP.
  - b) The vendor's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFP.
  - c) The qualifications and experience of the vendor's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFP.
  - d) The overall ability of the vendor to mobilize, undertake and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the vendor to perform the services required by this RFP; the availability and commitment to the engagement of the vendor's management, supervisory and other staff proposed.
  - e) Costs and fee schedules.

IX. SELECTION AND CONTRACT

- 1) The Township will select the vendor deemed most advantageous to the Township, price and other factors considered. The resulting contract will include this RFP, any clarifications or addenda thereto, the selected vendor's proposal, and any changes negotiated by the parties.

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## EXHIBIT A



TOWNSHIP OF HARDING  
Morris County, New Jersey  
Blue Mill Road, Box 666  
New Vernon, New Jersey 07970  
973-267-8000

### Request for Proposal & Qualifications for Municipal Professionals 2025

## Minimum Qualifications

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### Affordable Housing Administrative Agent:

Applicant Vendors must establish that they meet the following minimum qualifications:

1. The Administrative Agent must provide documentation demonstrating successful completion of the Council on Affordable Housing's education program for Administrative Agents and compliance with all continuing education requirements;
2. The Administrative Agent must provide evidence of a history of successful management of restricted affordable housing units on behalf of municipalities in accordance with the Fair Housing Act, N.J.S.A. 52-27D-301 et seq., the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., and all applicable Affordable Housing Regulations promulgated by the Council on Affordable Housing and Department of Community Affairs;
3. The Administrative Agent must provide documentation demonstrating that their purposes include the provision of housing services and housing counseling and the promotion of the principles underlying the Federal Fair Housing laws and that they have knowledge of and familiarity with the New Jersey Fair Housing Act, N.J.S.A. 52-27D-301 et seq., and its implementing rules,
4. The Administrative Agent must not have a pecuniary interest in the affordable housing units to be administered or demonstrate that if such pecuniary interest exists that the Administrative Agent will not allow the pecuniary interest to compromise in any way the administration of the affordable housing units;
5. The Administrative Agent must demonstrate their capacity to undertake the duties of an administrative agent; and
6. The Administrative Agent must commit to attend continuing education opportunities on affordability controls and compliance monitoring.

## EXHIBIT B



TOWNSHIP OF HARDING  
Morris County, New Jersey  
Blue Mill Road, Box 606  
New Vernon, New Jersey 07976  
973-267-8000

### Request for Proposal & Qualifications for Municipal Professionals 2025

## Minimum Qualifications

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### Affordable Housing and General Planner

Applicant Vendors must establish that they meet the following minimum qualifications:

1. Render professional planning services to the Township and/or its land use boards (i.e., the planning board and zoning board) in connection with affordable housing and general planning matters.
2. Must be a licensed planner in the State of New Jersey.
3. Experience and reputation in the field and staff adequacy.
4. Knowledge of the Township of Harding and the subject matters to be addressed under the contract.
5. Availability to accommodate required meetings of the Township.
6. Compensation proposal.
7. Other factors if deemed to be in the best interest of the Township

## EXHIBIT C



TOWNSHIP OF HARDING  
Morris County, New Jersey  
Blue Hill Road, Box 666  
New Vernon, New Jersey 07976  
973-267-8000

### Request for Proposals for Municipal Professionals Submission Checklist

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For your convenience, the following is a checklist of items that all Vendors must include with an RFP in order to fulfill the Township's mandatory requirements. Please see Section V. "Mandatory Contents of Proposal" for specific requirements for each item; and please include a copy of this completed Checklist with your submission.

1. Submission Checklist (Exhibit B)
2. Contact Information
3. Executive Summary
4. Staffing Plan
5. Description of Vendor's Experience
6. Location of Office (if other than Vendor's main office)
7. Five (5) References
8. Any Professional Disciplinary Action
9. Any Potential Conflicts of Interest
10. Business Registration
11. Affirmative Action Requirements  
By checking this item, Vendor certifies that it has either attached proof of compliance, or will be able to provide proof of compliance upon award of contract, as outlined in Section VI. 3)a).
12. Disclosure of Investment Activities in Iran Form (Exhibit E)
13. Statement of Ownership Disclosure Form (Exhibit F)
14. Russian Belarus Disclosure
15. Proof of Insurance and Indemnification  
Vendor must include Certificates of Insurance and/or policies acceptable to the municipality as listed in 11)b) i.-iii. with proposal.
  - a. Commercial General Liability AND Motor Vehicle Liability Certificates of Insurance
  - b. Professional Liability Insurance/Errors & Omissions Certificates of Insurance
  - c. \_\_\_\_\_ If appointed, Vendor agrees to provide proof of Workers Compensation & Employer's Liability Insurance and updated Certificates

of Insurance and/or policies acceptable to the municipality as listed in  
11)b) I.-iii. no later than January 31, 2024.

16. Fee Proposal (MUST BE PLACED ON THE LAST PAGE OF YOUR PROPOSAL PACKET)

17. Proposal Submission

- a. One original, one (1) copy, and a CD/Flash drive of the bid proposal must be submitted.

## EXHIBIT D



TOWNSHIP OF HARDING  
Morris County, New Jersey

Blue Mill Road, Box 600  
New Vernon, New Jersey 07970  
973-267-8000

### 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 et seq.

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

## EXHIBIT E



TOWNSHIP OF HARDING  
Morris County, New Jersey

Blue Mill Road, Box 666  
New Vernon, New Jersey 07076  
973-267-8000

### Disclosure of Investment Activities in Iran

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<b>Person or Entity:</b>	
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#### Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER  
BOX.

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 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 N.J. Division of Purchase and Property website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](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 may render a bidder's proposal non-responsive. If a person or entity is found to be in potential violation of law, the matter shall be referred to the State Attorney General who 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.

#### CHECK THE APPROPRIATE BOX:

<input type="checkbox"/>	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is <u>listed</u> on the N.J. 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 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.
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OR

<input type="checkbox"/>	I am unable to certify as above because the bidder and/or one or 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 sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.
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#### Part 2 – Additional Information

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 on additional sheets provided by you.

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### Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 the Contracting Unit 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 any contracts with the Contracting Unit to notify the Contracting Unit 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 the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership             Limited Partnership             Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Harding (Morris County) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township of Harding (Morris County) to notify the Township of Harding (Morris County) in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township of Harding (Morris County) to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127), N.J.A.C. 17:27 et seq. After the notification of the award but prior to executing the contract, the contractor must present one of the following to the Township Clerk:

- 1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

- 2. A photocopy of an approved Certificate of Employee Information report.

OR

- 3. An Affirmative Action Employee Information Report (Form AA302).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C 17:27 et seq.

The following questions must be answered by all bidders:

- 1. Do you have a federally approved or sanctioned Affirmative Action Plan? YES\_\_\_NO\_\_\_if yes; please submit a copy of such approval.
  
- 2. Do you have a Certificate of Employee Information Report Approval?  
YES\_\_\_NO\_\_\_if yes; please submit a copy of such certificate.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, C. 127, within the time frame.

TOWNSHIP OF HARDING (Morris County)

Finance Department  
PO Box 666  
21 Blue Mill Road  
New Vernon, NJ 07976  
Phone: (973) 267 – 8000, ext. 725  
[afiore@hardingnj.org](mailto:afiore@hardingnj.org)

Items to be Attached to this Form:

- 1) Current Year W9
- 2) New Jersey Business Registration Certificate

VENDOR INFORMATION FORM

Return completed form to Township of Harding (Morris County) Finance Department  
Type or print clearly – illegible documents will delay vendor set -up / update

(1) – General Vendor Information

Legal Name:

DBA:

Check made payable to:

Purchase Order Address

Payment Address  
(if different than Purchase Order address)

Address Line 1:

Address Line 2:

City:

State:

Zip:

Contact Name:

Phone Number:

Email Address:

Fax Number:

(2) – Business Purpose

Services

Merchandise

Other

(3) – IRS – Municipal Requirements – This form must be accompanied by the appropriate forms listed below.

Completed current year Form W9

Active New Jersey Business Registration Form

(4) – General Terms for Doing Business with Township of Harding (Morris County)

By completing this form and signing below, vendor agrees to the following Township of Harding terms:

- All purchases originating from the Township of Harding (Morris County) must be accompanied by a Purchase Order. Purchases made without the issuance of an approved Township of Harding (Morris County) purchase order shall be considered an unauthorized, non-binding purchase.
- Purchase orders can be sent via mail/Fax/Email. Preferred method is mailed. If faxed or emailed originals must be sent via mail.
- Purchase order number must be included on all correspondence, invoices and packingslips.
- All merchandise must be received and in good standing prior to issuance of payment.
- Purchase orders must be signed by the Claimant (Vendor) and the Township of Harding (Morris County) ordering department authorized personnel.
- Payment terms - bills are approved on the First and Third Monday of each month (except for November).
- Fully Approved Purchase Orders must be presented to the Accounts Payable Department ten days prior to said Monday.

Completing this vendor information form is not a guarantee of future business or solicitation

Printed or Typed Name:

Signature

Title:

Date:

# Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.	See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> 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.</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 20%;">Individual/sole proprietor or single-member LLC</td> <td style="text-align: center; width: 20%;">C Corporation</td> <td style="text-align: center; width: 20%;">S Corporation</td> <td style="text-align: center; width: 20%;">Partnership</td> <td style="text-align: center; width: 20%;">Trust/estate</td> </tr> </table> <p>Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate				
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <p>Township of Harding Attn: Finance Department 21 Blue Mill Road, New Vernon, NJ 07976</p>					

## 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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	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](http://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-INT (interest earned or paid)

- 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.

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Cat. No. 10231X Form W-9 (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect. Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

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

W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

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

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

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask

taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (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 identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

A That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

*OR*

B That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

*OR*

C That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Vendor’s FEIN

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Vendor's Name

---

Vendor's Phone Number

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Vendor's Address (Street Address)

---

Vendor's Fax Number

---

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

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Vendor's Email Address

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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).

NJ Rev. 1.22.2024

## Indemnification

Contractor/Vendor shall defend, indemnify, save harmless the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all liability, suits, damages, costs (including attorney's fees), losses, outlays, and expenses from claims in any manner caused by or allegedly caused by, or arising out of, or connected with, this Contract, or the work of any subcontract thereunder (the Contractor/Vendor hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, and/or for damages from the award of this Contract to the Contractor/Vendor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the Municipality, its officials or agents.

Contractor/Vendor shall indemnify and hold the Municipality harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act, the New Jersey Prevailing Wage Law or any other federal or state law. Nothing herein shall preclude the Municipality from requiring additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance with all state and federal rules, regulations and statutes.

The indemnification obligations of the Contractor/Vendor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor/Vendor, under any federal or state law, to any person asserting the claim against the Municipality, its elected or appointed officials, agents and employees, for which indemnification is sought.

The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the Municipality, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

Contractor/Vendor affirms that it has had the opportunity to recover the costs of liability insurance required in this agreement in its contract price. Contractor/Vendor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor/Vendor under this agreement.

The Contractor/Vendor shall indemnify and hold the Municipality harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, State or local agency including, but not limited to, the Environmental Protection Agency or Department of Natural Resources and the New Jersey Department of Environmental Protection.

The Contractor/Vendor shall hold and save the Municipality, its elected or appointed officials, agents, servants and employees harmless for liability of any nature or kind, including costs and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactures or used in the performance of the Contract including its use by the Municipality, unless otherwise specifically stipulated in the Contract document.

If the Contractor/Vendor uses any design device, materials covered by letters, patent or copyright, any proprietary computer hardware, software/software applications or telecommunications systems or equipment, the Contractor/Vendor shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material or any proprietary computer hardware,

software/software applications or telecommunications systems or equipment. It is mutually agreed and understood that without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, applications or materials, in any way involved in the work.

The Contractor/Vendor and/or his Sureties shall indemnify and save harmless the Municipality/Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials, any proprietary computer hardware, software/software applications or telecommunications systems or equipment and any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Municipality/Owner for any cost, expense, or damage which it may be obligated to pay by reason of such infringement at any time during the performance of the work or after completion of the work.

## Insurance

Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor/Vendor, the Contractor/Vendor shall secure and maintain, at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the Municipality, insurance of such types and in such amounts as may be necessary to protect it and the interests of the Municipality against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereto in each case, are subject to approval by the Municipality. Regardless of such approval, it shall be the responsibility of the Contractor/Vendor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor/Vendor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

Contractor/Vendor shall be required to name the Municipality as an "Additional Insured" in the Contractor/Vendor's policy of commercial general liability insurance through an Endorsement to the policy, and simultaneously with the delivery of the executed Contract Documents, Contractor/Vendor shall provide the Municipality with a Certificate of Insurance and Endorsement indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor/Vendor shall be required to provide the Municipality with a Certificate of Insurance and Endorsement indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured".

The Schedule of Insurance and the Limits of Liability for the insurance shall provide coverage for not less than the following amounts (or greater) where required by law:

## Schedule of Insurance

Notwithstanding the indemnification and defense obligations of the Contractor/Vendor, the “Contractor/Vendor” shall provide at its own cost and expense proof of the following insurance to the Municipality:

- A. Workers’ Compensation – Statutory coverage and limits in compliance with the Workers’ Compensation Law of the State of New Jersey (any and all sole proprietors shall provide coverage for the sole proprietor);
- B. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractor/Vendors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an “Occurrence Form Basis” with limits of at least One Million (\$1,000,000.00) Dollars (Two Million [\$2,000,000.00] Dollars for Aggregate plus One Million (\$1,000,000.00) Dollars in Excess/Umbrella Coverage) for all claims arising out of a single accident or occurrence and at least One Million (\$1,000,000.00) Dollars with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least Five Hundred Thousand (\$500,000.00) Dollars for all claims to property arising out of a single occurrence and at least Five Hundred Thousand (\$500,000.00) Dollars to any one owner with respect to damages to property. Contractor/Vendor agrees that the proceeds of such insurance policy shall first be used to pay an award, damages, costs, and/or attorney’s fees incurred by or assessed against the Municipality, its employees, officers and agents, before payment or any award, damages, costs, or attorney’s fees of Contractor/Vendor, its employees, officers or agents. Contractor/Vendor agrees to cause its insurer to name the Municipality as an “Additional Insured” on such insurance policy, through an Endorsement to the policy, and also including the Municipality as an “Additional Insured” for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory and shall contain a waiver of subrogation clause.
- C. Automobile Liability Insurance Coverage covering bodily injury and property damage for owned, non-owned, and hired vehicles, with limits of at least One Million (\$1,000,000.00) Dollars for all claims arising out of a single accident or occurrence and at least Two Million (\$2,000,000.00) dollars with respect to injuries and/or death of any one person in a single accident plus One Million (\$1,000,000.00) Dollars in Excess/Umbrella Coverage. Contractor/Vendor agrees to cause its insurer to name the Municipality as an “Additional Insured” on such insurance policy, through an Endorsement to the policy, including the Municipality as an “Additional Insured” for coverage.
- D. Owner’s and Contractor/Vendor’s Protective Liability. Insurance to protect the Municipality, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least One Million (\$1,000,000.0) Dollars for all claims arising out of a single accident or occurrence and at least Three Million (\$3,000,000.00) dollars with respect to injuries and/or death of any one person in a single

accident.

The Owner's and Contractor/Vendor's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The Municipality and
  - (2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute a waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.
- E. Errors and Omissions/Professional Liability – A minimum limit of liability of one million (\$1,000,000.00) dollars per incident and in the annual aggregate;
- F. Builders Risk Insurance – Contractor/Vendor shall provide a Builder's Risk Policy to be payable to the Municipality in an amount equal to the replacement cost of the building. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm, storm surge, flood and earth movement. Unless waived by the Municipality by Resolution, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the work, as well as temporary structures at the Site, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on Site, in transit or in temporary storage. The policies shall name the Contractor/Vendor as the named insured and list the Municipality as both an additional insured, through an Endorsement to the policy, and Loss Payee as its interest may appear.
- G. Pollution Risk Insurance – Pollution Liability Insurance covering Contractor/Vendor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor/Vendor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than One Million (\$1,000,000.00) Dollars. Annual aggregate limit shall not be less than Three Million (\$3,000,000.00).
- H. Cyber Risk – Contractor/Vendor shall provide Cyber Risk Liability Insurance in the amount of with a minimum combined single limit of liability per occurrence and one million (\$1,000,000) dollars for bodily and personal injury and property damage and two million (\$2,000,000) dollars annual aggregate. However, if the Contractor/Vendor is an IT Contractor/Vendor, the annual aggregate shall be three million (\$3,000,000.00) dollars.
- I. Subcontracts – in case any or all of this work is sublet, the Contractor/Vendor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor/Vendor shall require any and all subcontractors with whom it enters in a contract to perform work on this project to protect the Municipality through insurance against applicable hazards or risks and shall, upon request of the Municipality, provide evidence of such insurance.
- J. Notice – the Contractor/Vendor and/or subcontractor shall furnish the Municipality prior to beginning the work, the policy as specified in subparagraphs A. through I., and satisfactory proof

of all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the Municipality. Failure by the Contractor/Vendor to supply such written evidence of required insurance and to maintain same for the duration of this Contract shall result in default under the Contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor/Vendor" shall take no action to cancel or materially change any of the insurance required under this Contract without the Municipality's prior approval. The maintenance of insurance under this section shall not relieve the "Contractor/Vendor" of any liability greater than the limits of the scope of the applicable insurance coverage.

The Certificates of Insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the Municipality within ten (10) days after the date of the receipt of Notice of Award or Contract to the Contractor/Vendor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be emailed and mailed, certified mail, return receipt requested to:

**Township of Harding**

**Email address:** [asorisi@hardingnj.org](mailto:asorisi@hardingnj.org)

**Mailing Address:** PO box 666, 21 Blue Mill Road, New Vernon, NJ 07976

Name of Entity  
Hold Harmless Agreement

“To the fullest extent permitted by law, ( \_\_\_\_\_ ) agrees to defend,  
*Name of Vendor*

indemnify, save harmless the Township of Harding its elected and appointed officials, officers, consultants, agents, and employees from and against all claims, losses, expenses, and attorney’s fees, damages, or injury included death and. or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Township of Harding, either individually or jointly with Vendor for or on account of any damage or injury to any person or persons or party, caused or occasioned or alleged to have caused by, or account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, or mission or fault or alleged act, omission, or fault of the Vendor, its employees, subcontractors or agents or others under the Vendor’s contract.

By: \_\_\_\_\_  
*For the Vendor*

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