

**BOROUGH OF NORTH CALDWELL**  
**ESSEX COUNTY, NEW JERSEY**  
**MOWING & TRIMMING MUNICIPAL FACILITIES**

**Issued: FEBRUARY 22, 2024**

**(Includes Addendum #1 issued February 26, 2024)**

*Glenn Domenick* \_\_\_\_\_

Glenn Domenick  
Borough Administrator

## **NOTICE TO BIDDERS**

### **BOROUGH OF NORTH CALDWELL**

### **ESSEX COUNTY, NEW JERSEY**

Sealed proposals will be received by the Borough of North Caldwell, New Jersey at the Municipal Building, Gould Avenue, North Caldwell, New Jersey 07006, on **Tuesday, March 12, 2024 at 10:00 a.m.**, prevailing time, and then publicly opened and read aloud for:

#### **MOWING & TRIMMING MUNICIPAL FACILITIES**

The work to be done under this contract includes the mowing and trimming of grass at various municipal facilities and the one time application of an acaricide (pesticide) in the Borough of North Caldwell, including athletic fields.

Bid specifications and proposal forms may be examined and obtained at the office of the Borough Clerk, 141 Gould Avenue, North Caldwell, NJ 07006, by appointment between the hours of 8:30am and 4:00pm starting on Tuesday, February 27, 2024. The first several pages may be previewed on the Borough's website, <http://www.northcaldwell.org> but all bidders shall request an official copy from the Borough Clerk.

Sealed bids shall be submitted to the Borough Administrator via Certified mail or overnight delivery, or, alternatively, Bidders are directed to drop their bids into the mailbox at Borough Hall or by hand delivery to the Borough Administrator during regular business hours. Each bid must be made on the prescribed forms furnished with the Bid Specifications.

In-person attendance at the Proposal Opening at the above date and time will be permitted but may be limited by state restrictions on gatherings under then current Governor's Executive Orders. There will be no public comments or questions at the bid opening.

At the close of the bid opening on March 12, 2024 the unsealed bid packages of the three (3) lowest apparent bidders will be scanned and posted to the Borough website, <http://www.northcaldwell.org>, in order to ensure that bidders, interested parties, and members of the general public are afforded an opportunity to review said bids.

Bid must be accompanied by a Consent of Surety and a Certified Check, Cashier's Check or Bid Bond of not less than ten (10%) percent of the amount bid, and not to exceed \$20,000.00. Bids may be submitted by mail, but will be considered only if received on or before such date and time.

State of New Jersey Labor prevailing wage regulations and Standards Provisions will apply. Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, and PL 1977, c.33. Bidders are required to comply with the New Jersey Business Registration Certificate Law, P.L. 2004, c. 57. Bidders are required to comply with the Public Works Contractor Registration Act, P.L. 1999, c. 238.

The Borough reserves the right to reject any and all bids, to waive immaterial informalities, and/or to accept the bid which, in the opinion of the Borough, will be in the best interest of the Borough, all in accordance with the New Jersey Public Contract Law N.J.S.A. 40A:11-1 et. seq.

By order of the Borough Council and Borough Administrator of the Borough of North Caldwell.

By Order of the Mayor and Council  
of the Borough of North Caldwell

Glenn Domenick, Borough Administrator

# BOROUGH OF NORTH CALDWELL

## MOWING & TRIMMING MUNICIPAL FACILITIES

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## **BOROUGH OF NORTH CALDWELL, N.J.**

### **INFORMATION TO BIDDERS**

#### **B-1 DEFINITIONS**

Attention of the bidders is directed to the form of contract contained herein for definitions.

#### **B-2 DATE AND PLACE OF OPENING BIDS**

Sealed proposals for this project as described in the Specifications will be received, opened, and read in public at the time and place stated in the advertisement, a copy of which is enclosed herewith.

#### **B-3 SPECIFICATIONS**

Specifications, forms of proposal and contract may be obtained at the office of the Borough Clerk, Tami Michelotti, Borough Hall, 141 Gould Avenue, Borough of North Caldwell, New Jersey 07006, upon payment of \$20.00 per set. The payment represents the cost of preparation of the Specifications for the use of the bidders in preparing their proposals and is not returnable.

The bid specification documents may also be obtained from the following site, free of charge:

<https://www.northcaldwell.org/procurement/pages/2024-rfpsrfqs bids>.

#### **B-4 BID SECURITY**

As stated in the advertisement, each bid shall be accompanied by a certified check, cashier's check, or a bid bond to the Borough of North Caldwell in an amount not less than ten percent (10%) of the base bid, but in no case less than \$500.00 nor greater than \$20,000. The checks or bonds of the three lowest bidders will be held by the Borough until the successful bidder is selected, the contract properly executed, and a bond, satisfactory to the Borough, is posted. The checks or bond of all but the three lowest bidders will be returned within three days after the date on which the bids are opened.

The check or bond of the successful bidder shall be forfeited to the Borough as liquidated damages should they fail or refuse to execute and deliver the contract and bond required within ten (10) calendar days after being notified by the Borough that their bid has been accepted.

## **B-5 PREPARATION AND SUBMISSION OF PROPOSALS**

The Borough reserves the right to waive any informalities in the bids or to reject any bid or all bids.

The Proposals shall be made on the forms prepared for that purpose and included herein. All blanks on the Proposal form shall be filled, legibly and in ink or typewritten. No changes in phraseology or qualifying statements will be permitted.

## **B-6 DISQUALIFICATION OF BIDDERS**

No person, partnership, firm, corporation, or association shall submit more than one Proposal, either under the same name or under different names. If there are reasonable grounds for believing any bidder is interested in more than one Proposal, then all Proposals in which he is interested shall be rejected. The contract, regardless of bid, will be awarded only to a competent bidder experienced in the class of work to be performed, and equipped, capable, and ready to perform the work.

## **B-7 QUALIFICATIONS OF BIDDERS**

Each bidder shall submit proof of his ability to perform the work outlined in the Specifications in a satisfactory manner and within the time allowance set forth herein.

The elements of the proof of qualification shall be fully set forth on the pages in the Proposal provided for that purpose. The bidder shall report:

1. The period of time the bidder has been continuously engaged in the type of work under the name in which the Proposal is submitted.
2. Location, character, date and cost of at least five contracts of similar size and type of work performed during the past five years.
3. A list of responsible officials concerned with the work listed in 2 above.
4. A list of equipment available to the bidder for use on the subject work.
5. The portions or parts of the work which the bidder plans to sublet and the name of the subcontractor(s) he plans to employ. (The subcontractor(s) shall be subject to the same qualification requirements as the bidder).

No subcontractor shall be engaged or permitted to enter upon the site of the work until after he has been approved by the Administrator.

6. References.

The three (3) lowest bidders may be required to furnish additional data to demonstrate their competency.

Any information submitted in the qualification record which is false or misleading may be grounds for disqualification of the bidder and rejection of their bid.

#### **B-8 AVAILABILITY AND COMPETENCY OF THE BIDDERS**

Bidders shall be experienced in the type of work to be performed; they shall have proper and sufficient equipment available to them to undertake and complete the work within the time allowed; and they shall have an experienced labor force adequate in size with the necessary supervision, experience, competency, and availability, to undertake and complete the work within the time allowed. Proposals may be rejected where it is determined that the bidder submitting the proposal has:

1. Failed to complete contracts for similar work within the time allowed.
2. Failed to complete contracts for similar work in a satisfactory manner.
3. Already been obligated for the performance of a contract or other work which would delay the commencement, prosecution, and completion of the work within the time allowed.
4. Failed to submit sufficient proof of his competency, ability and availability to perform the work in a satisfactory manner within the time allowed.

#### **B-9 EXECUTION OF THE CONTRACT AND DELIVERY OF THE BOND**

The contract will be awarded, if awards are made, to the lowest responsible bidder whose proposal and qualifications meet the requirements of the Borough as set forth herein. The bidder to whom the contract is awarded will be required to execute the contract within ten (10) calendar days from the date of the award.

At the time of submitting the contract, each successful bidder shall deliver to the Borough a bond as required by the statutes of the State of New Jersey, executed by a company satisfactory to the Borough and authorized to do business in the State of New Jersey. The bond shall provide for the satisfactory completion of the work and for the payment of all debts pertaining to materials or labor used or employed in the execution of the contract. The form and conditions of the bond and surety shall be acceptable to the Borough Attorney and shall be in an amount equal to the amount of the contract award.

In the event that a successful bidder shall fail or refuse to execute the contract or deliver the required bond then the Borough may, at its sole option, deem and declare that the contract has been abandoned, and the certified check or bid bond submitted with the proposal shall be forfeited to the Borough as liquidated damages. The Borough, at its option, may award the contract to the next lowest bidder or advertise for new proposals.

## **B-10 INSURANCE REQUIREMENTS**

The Contractor and all Subcontractors will not commence work until he has obtained all the insurance required in this Section, and the insurance has been approved by the Borough. Three (3) copies of each certificate of insurance and one (1) copy of each policy will be filed with the Borough for approval. Certificates must state the limits of liability, the expiration date, and the type of coverage for each policy, as well as a provision that coverage afforded under the policies will not be cancelled or changed until at least thirty (30) days prior written notice has been given to the Borough. Renewal certificates, covering the renewal of all policies expiring during the life of the Contract will be filed with the Borough not less than ten (10) days before the expiration of the policies. All policies required by this Section will be kept in effect and renewed if necessary until all operations on the work are completed by the Contractor or Subcontractor.

All insurance shall name the Borough of North Caldwell and the State of New Jersey as additional insured. The Contractor shall purchase and maintain insurance with companies satisfactory to the Owner as follows:

- A. Workmen's Compensation and Employer's Liability Insurance covering all of the Contractor's employees directly or indirectly engaged in the performance of this contract. This insurance shall comply with the statutory requirements of the state or states involved and shall have an Employer's Liability Insurance limit of not less than \$500,000. The contract between the Borough and awarded company will be deemed null and void should the awarded company's insurance lapse and a new certificate of insurance not provided 10 days in advance of the policy's expiration date.
- B. Comprehensive General Liability Insurance Including Contractor's Protective, Completed Operations and Contractual Liability Insurance with minimum limits of not less than \$1,000,000 PER OCCURRENCE COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE WITH A MINIMUM \$2,000,000 GENERAL AGGREGATE. The property damage liability insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards. Once all bids are reviewed and awarded, the company awarded the contract must submit their certificate of insurance naming the Borough of North Caldwell as an additional insured on the awarded company's General Liability coverage. The contract between the Borough and awarded company will be deemed null and void should the awarded company's insurance lapse and a new certificate of insurance not provided 10 days in advance of the policy's expiration date.
- C. Comprehensive Automobile Liability Insurance covering Contractor for claims arising from all Owned, Hired and Non-Owned vehicles with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage with no aggregate. Once all bids are reviewed and awarded, the company awarded the contract must submit their certificate of insurance naming the Borough of North Caldwell as an additional insured on the awarded company's Automobile Liability coverage. The contract between the Borough and awarded company will be deemed null and void should the awarded company's insurance lapse and a new certificate of insurance not provided 10 days in advance of the policy's expiration date.

- D. Contractual Liability Insurance must be included in the Comprehensive General Liability Insurance described in subparagraph B above specifically insuring the indemnification clause specified hereinafter.
- E. Policy Period - Policies shall Remain in Force until all work has been completed and until all retained percentages and maintenance bonds have been released.
- F. Certificates of the insurance required above must be filed with the Borough, in triplicate, before the contract is signed. The Comprehensive General Liability certificate must specifically state that Standard Contractual Liability Insurance is in force insuring the Indemnification Clause contained in subparagraph I of the Specifications and the Indemnification Clause must be typed on the certificate. All certificates must provide for 30 days prior written notice to the Borough of policy cancellation or material change.
- G. Copies of the Insurance Policies required must be filed with the Borough before any work is started by the Contractor.
- H. Subcontractor shall be required by the Contractor to provide the same type of insurance with the same limits. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Borough shall not relieve or decrease the liability of the Contractor hereunder. Certificates and policies of insurance covering each subcontractor shall also be filed with the Borough before any work is begun by a subcontractor.
- I. Indemnification Clause - The Contractor assumes all risk and responsibility for, and hereby agrees to indemnify, defend and save harmless the Borough, the State of New Jersey, and the agents, servants, officers or employees of each of them and all owners of property on which work is being performed hereunder pursuant to easement or right-of-way agreements, from and against any and all claims, demands or lawsuits that may be made by third parties against them, their agents, servants, officers or employees for damages of any kind or description arising from the project on account of or resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors including but not limited to: (1) any loss, damage or injury to, or death of, any person occurring at or about or resulting from any defect in the Project; (2) any damages or injury to the persons or property of the contractor, its subcontractors, offices, agents, servants or employees, or any other person who may be about the Project caused by any act of negligence of any person (other than the Borough, the State or its officers, agents, servants or employees); or (3) any costs, expenses or damages incurred as a result of any lawsuit commenced because of action taken in good faith by the State or the Borough in connection with the project. The Contractor shall indemnify, protect, defend and hold the Borough, the State of New Jersey, and their agents, servants, officers and employees (each as "Indemnified Party"), harmless from and against any and all such losses, damages, injuries, costs or actions or other proceedings whatsoever, brought by any person or entity whatsoever (except by the Contractor) and arising or purportedly arising from this Agreement or from the construction.

### **B-11 RESPONSIBILITY OF THE CONTRACTOR**

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor shall be responsible for any loss or damage that may happen to the work or any part thereof during its progress. He shall indemnify and save harmless the Borough from any damages or costs in which it may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this contract.

### **B-12 FAMILIARITY WITH THE WORK**

All bidders for work under this contract are required, before submitting bids, to examine the sites of the work and adjacent premises and the various means of approach to the sites, and shall make all necessary investigations in order to inform themselves thoroughly as to the character and the magnitude of all work specified herein.

The Borough assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning the physical conditions above or below the surface of the ground along the line of the work. The Contractor agrees that he will make no claim for, or has any right to, additional payment or any other concession because of any misinterpretation or misunderstanding on his part of this contract or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

The Contractor shall be responsible for repairing any damage he or his men shall cause to any existing properties within the job area. Any privately owned underground utilities including but not limited to well pipes, sprinkler systems or electrical lines which may be damaged, shall be repaired promptly at the Contractor's expense.

### **B-13 INTERPRETATION OF THE SPECIFICATIONS AND ADDENDA**

No interpretation of the meaning of the Specifications, or other contract documents will be made to any bidder orally. Every request for such interpretations will be made in writing addressed to Glenn Domenick, Borough Administrator, Borough Hall, 141 Gould Avenue, Borough of North Caldwell, New Jersey 07006, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by registered mail with return receipts requested to all prospective bidders (at the respective address furnished for such purposes) no later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

#### **B-14 COMMENCEMENT AND PROCEDURE**

The Contractor shall commence work on the project within ten (10) days following the execution of the contract or at a later date if so directed by the Borough Administrator.

#### **B-15 ESTIMATE OF WORK**

The areas of the facilities listed in these Specifications are to be considered as approximate only. The Borough does not represent or intend to imply that the actual areas to be mowed and trimmed will be the same.

No claim shall be made by the Contractor for loss of anticipated profits or damages due to differences in the quantity of any item set forth in these Specifications and the area of the facilities actually mowed and trimmed.

#### **B-16 BID UNIT PRICE**

All bid unit prices shall hold firm for a period of ninety (90) days.

## **GENERAL REQUIREMENTS**

### **DESCRIPTION OF THE WORK**

The work to be performed under this contract includes spring and fall cleanups and mowing and trimming grass at various locations and the one-time application of an acaricide in accordance with the Specifications.

### **LOCATION OF WORK**

The work involved in this project lies within lands owned by the Borough of North Caldwell, N.J., and within municipal right-of-ways.

The Contractor's attention is directed to the limits of these lands. He shall confine all his activities within Borough owned lands and or the right-of-ways. Any agreements between the Contractor and adjacent property owners permitting the Contractor to enter upon or occupy additional portions of their land shall be the sole responsibility of the Contractor, and all expenses involved therein shall be borne solely by the Contractor.

### **CONTRACT DOCUMENTS**

The contract documents for this project include the Public Notice, the Proposal Form and the Specifications.

### **SPECIFICATIONS**

The work to be performed under this contract is outlined within the Specifications.

Anything not specifically mentioned in the Specifications, which is usual in work of this character, shall be done and performed by the Contractor the same as if it were set forth in the Specifications.

Any errors, omissions, and discrepancies discovered by the Contractor, shall be immediately brought to the attention of the Borough Administrator. The Administrator will make due correction of the error, omissions or discrepancy, and the effect of such correction shall date from the time that the Borough Administrator gives due notice thereof to the Contractor.

### **SPECIAL PRECAUTIONS DURING CONSTRUCTION**

The Contractor shall take and shall be solely responsible for taking adequate precautions as the prevailing situation may indicate for the protection of the public, his employees, and all representatives and employees of the Borough of North Caldwell from injury or harm due to the prosecution of the work required by this contract.



**PROPOSAL TO  
THE BOROUGH OF NORTH CALDWELL  
ESSEX COUNTY, NEW JERSEY FOR  
MOWING & TRIMMING MUNICIPAL FACILITIES**

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are named below; that this Proposal is made without collusion with any person, firm or corporation, and is in all respect fair and without collusion or fraud; that he has carefully examined the annexed form of Contract, the Specifications herein contained, and has read the instructions to Bidder hereto attached and that he proposes and agrees that if this Proposal is accepted, he will contract with the Owner, in the forms of Contract hereto annexed, to furnish all materials and labor specified, and accordingly that he will take full payment thereafter the following price or prices, to wit:

ITEM 1 Spring Cleanup, Fall Cleanup and Mowing & Trimming Municipal Facilities  
32 weeks @ \$ \_\_\_\_\_ per week \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

ITEM 2 Acaricide Application  
5,500 l.f. @ \_\_\_\_\_ per lin. ft. \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

By \_\_\_\_\_

Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

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

The Owner may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the "Statement of Responsibility" is enclosed for this purpose. The Owner reserves the right to award any of the above contracts or to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

A certified check, cashier's check or bid bond in the amount of ten percent (10%) of the amount bid or \$20,000.00, whichever is less and a duly executed Consent of Surety must accompany this proposal.

The undersigned hereby agrees to do and complete all the work described in the Specifications by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning, or subcontracting any part thereof, unless otherwise approved by the Owner in writing, and to start within ten (10) days of the notice to proceed with the work.

Any violation of the undertaking by the Contractor to do and complete all of the said work without brokering, factoring, assigning or subcontracting more than fifty percent (50%) of the same at any time during the course of said work unless otherwise approved by the Owner, will be deemed to be a breach of the Contract with the Owner, and will, anything in the Contract to the contrary notwithstanding, give to the Owner the absolute, complete and unencumbered right to terminate any and all rights of the Contractor under this Contract upon three (3) days notice of its intention so to do, given in writing to the Contractor at its address set forth in the Contract by certified mail, return receipt requested. The Contractor may apply to the Owner through the Borough Administrator for right to subcontract certain portions of the work to be done, but the Owner acting through the Borough Administrator, reserve the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion. It will be the intention that the provisions against brokering, factoring, assigning and subcontracting of more than fifty percent (50%) of the work above set forth will be paramount and remain inviolate, unless otherwise approved by the Owner.

The undersigned Bidder hereby agrees that, if this Proposal will be accepted by the Owner, and the undersigned will fail to execute and deliver the Contract and Contract Bond as approved by the Owner's Attorney in accordance with the terms of this Proposal and with the requirements of the foregoing Instructions to the Bidders, then the undersigned will be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance will be null and void and the amount of the certified check, cashier's check or bid bond accompanying this Proposal will be due and payable thereunder to the Owner as liquidated damages; otherwise the said bid security of the amount thereof, will be returned to the undersigned.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Business Address

By \_\_\_\_\_  
Principal

Title \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_

Firm IRS No. \_\_\_\_\_

This proposal is accompanied by a bid security in the form of a guarantee (cashier's check, certified check, or bid bond) on the \_\_\_\_\_ Bank of \_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars in accordance with the conditions named in the foregoing Information to Bidders.

The undersigned bidder hereby agrees that if this proposal shall be accepted by the Owner and the undersigned shall fail to execute and deliver the Contract and Contract Bond in accordance with the terms of this proposal and with the requirements of the foregoing Information to Bidders, then the undersigned shall be deemed to have abandoned the contract, and thereupon the proposal and its acceptance shall be null and void and the guarantee payable thereunder to the Owner as liquidated damages, otherwise the said guarantee, or the amount thereof, shall be returned to the undersigned.

Whether the bidder is a corporation or a partnership, give the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock, or of the individual partners owing 10% or greater interest in the partnership, as the case may be, shall also be listed.

This Proposal is respectfully submitted by:

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(Bidder's Signature)

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(Bidder's Business Address)

Date at \_\_\_\_\_

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## CONSENT OF SURETY

The undersigned, \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of New Jersey, with offices at \_\_\_\_\_ does hereby consent and agree with \_\_\_\_\_ (hereinafter Principal) that if the proposal of the said Principal for Mowing & Trimming Municipal Facilities for the Borough of North Caldwell be accepted and a contract for said work be awarded to the said Principal, it will, upon its being so awarded, become surety for the said Principal on a bond in a penal amount equal to One Hundred Percent of the total amount of the bid for the faithful performance of said work, and for the protection of all persons performing or furnishing labor or materials for the performance of said contract in the form required by N.J.S.A. 2A:44-147.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Surety

### **LIST OF PRINCIPAL SUBCONTRACTORS**

List below the names and addresses of all principal subcontractors to be employed on this project. If subcontractors are not required for this project, the bidder shall specify "NONE REQUIRED" below. This list must be attached to and submitted with the Proposal.

The follow is a list of the principal subcontractors to be employed on this project.

<b><u>Name and Address</u></b>	<b><u>Trade</u></b>	<b><u>Dollar Amount of Subcontractor's Work</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Bidder's Business Address)

Dates at \_\_\_\_\_

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BOROUGH OF NORTH CALDWELL  
ESSEX COUNTY, NEW JERSEY  
MOWING & TRIMMING MUNICIPAL FACILITIES  
CERTIFICATION OF BIDDER'S STATUS ON THE  
STATE TREASURER'S LIST OF DEBARRED,  
SUSPENDED AND DISQUALIFIED CONTRACTORS**

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder making the Proposal for the above named project; with full authority to do so; and that said bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including the Guarantee Period, that the Owner shall be immediately so notified by the signatory of this eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:15-5.2, commits any of the acts listed therein, and as determined to applicable law and regulation.

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

Deponent's Name

\_\_\_\_\_

Deponent's Title

Subscribed and sworn to \_\_\_\_\_

before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public of

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



**BOROUGH OF NORTH CALDWELL**  
**MOWING & TRIMMING MUNICIPAL FACILITIES**  
**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

Pursuant to N.J.S.A. 40A:11:23.la., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, Specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Reference Number or Title of Addendum/Revision	How Received (mail, fax pick-up, etc.)	Date Received

**Acknowledgment by bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

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

Printed Name and Title: \_\_\_\_\_

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

**BOROUGH OF NORTH CALDWELL  
MOWING & TRIMMING MUNICIPAL FACILITIES  
BID DOCUMENT SUBMISSION CHECKLIST**

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owners Checkmarks)		Initial Each Item Submitted With Bid (Bidders Initials)
X	A bid guarantee as required by <u>N.J.S.A.</u> 40A:11-21	
X	A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22	
X	A statement of corporate ownership, pursuant to <u>N.J.S.A.</u> 52:25-24.2	
X	A listing of subcontractors as required by <u>N.J.S.A.</u> 40A:11-16	
X	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X	Public Works Contractor Registration Certificate Pursuant to Public Law 1999 Chapter 238	

**B. Failure to submit the following documents may be a cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.1b.)**

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)
X	Submission of Certification of Bidder's Status on the State Treasurer's List of Debarred; Suspended and Disqualified Contractors	X	Submission of a Non-Collusion affidavit (this form must be Notarized)
X	Consent of Surety as to a Labor and Material Payment Bond	X	Equipment Certification showing that Bidder owns, leases or controls any necessary Equipment
X	Completed Statement of Responsibility pages SOR-1 - SOR-2		A certified Financial Statement prepared within the last twelve months
	Statement of Compliance with <u>N.J.S.A.</u> 45:14C-29(h) (licensed master plumber)	X	Business Registration Certificate(s)(BRC) shall be filed prior to award of Contract

**C. SIGNATURE:**

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

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

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

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

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

**BOROUGH OF NORTH CALDWELL  
ESSEX COUNTY, NEW JERSEY  
MOWING & TRIMMING MUNICIPAL FACILITIES**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

) ss:

COUNTY OF )

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being dully sworn according to law on my oath depose and say that;

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by \_\_\_\_\_(N.J.S.A. 52:34-15).

Name of Contractor

Subscribe and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Also type or print name of affiant under signature)

\_\_\_\_\_  
Notary Public of  
My commission expires \_\_\_\_\_, 20\_\_\_\_.

**BID BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ of,

\_\_\_\_\_  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_, a corporation  
of the State of \_\_\_\_\_, qualified to do business in the State of New  
Jersey, having its principal office at

\_\_\_\_\_  
(hereinafter called the Surety) as Surety, are held and firmly bound unto to the BOROUGH OF  
NORTH CALDWELL (hereinafter called the Obligee) the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_) for the payment of which the Principal and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has  
submitted or is about to submit a proposal to the Obligee on a contract for Mowing & Trimming  
Municipal Facilities for the Borough of North Caldwell.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall  
enter into a Contract with the Obligee in accordance with the terms of such bond or bonds as may  
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful  
performance of such Contract and for the prompt payment of labor and material furnished in the  
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give  
such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the work covered by said bid  
together with the expenses of reletting the contract, then this obligation shall be null and void,  
otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

_____	_____ (Seal)
	Principal
_____	_____ (Seal)
Attest	Surety

By \_\_\_\_\_

## **EQUIPMENT CERTIFICATION**

### **INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION:**

If the bidder owns, leases, or controls all the necessary equipment required, he shall complete Part 1. Should the bidder not own, lease, or control the necessary equipment required, he shall have Part 2 completed. This certification must be attached to and submitted with the Proposal.

#### **Part 1**

"This is to certify that I, the Bidder signing the attached Proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described in the Contract Specifications." Attach list of equipment owned.

_____	_____
Date	Signature of Bidder

#### **Part 2**

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the Bidder named below the control of said equipment during such time as may be required for that portion of the work described in the Contract Specifications for which said equipment is necessary."

_____	_____
Date	Signature of Owner or Controller of Equipment

_____	_____
Name of Bidder	Business Address of Above

#### **LIST OF EQUIPMENT**

_____	_____
_____	_____
_____	_____
_____	_____

(Attached Additional Sheets as Required)

## **STATEMENT OF RESPONSIBILITY**

Previous work of similar nature completed within the past five years. (List five)

1. Municipality or Company \_\_\_\_\_ Phone No. \_\_\_\_\_

Municipality or Company Business Address \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Contract Award \_\_\_\_\_ Approx. Date of Completion \_\_\_\_\_

Names, Address & Phone No. of Municipal or Company Engineer or Superintendent.

\_\_\_\_\_

2. Municipality or Company \_\_\_\_\_ Phone No. \_\_\_\_\_

Municipality or Company Business Address \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Contract Award \_\_\_\_\_ Approx. Date of Completion \_\_\_\_\_

Names, Address & Phone No. of Municipal or Company Engineer or Superintendent.

\_\_\_\_\_

3. Municipality or Company \_\_\_\_\_ Phone No. \_\_\_\_\_

Municipality or Company Business Address \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Contract Award \_\_\_\_\_ Approx. Date of Completion \_\_\_\_\_

Names, Address & Phone No. of Municipal or Company Engineer or Superintendent.

\_\_\_\_\_

4. Municipality or Company \_\_\_\_\_ Phone No. \_\_\_\_\_

Municipality or Company Business Address\_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Contract Award \_\_\_\_\_ Approx. Date of Completion \_\_\_\_\_

Names, Address & Phone No. of Municipal or Company Engineer or Superintendent.

---

5. Municipality or Company\_\_\_\_\_ Phone No. \_\_\_\_\_

Municipality or Company Business Address\_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Contract Award \_\_\_\_\_ Approx. Date of Completion \_\_\_\_\_

Names, Address & Phone No. of Municipal or Company Engineer or Superintendent.

List approximate volume of work of similar nature completed within the past five years.

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

General Business References (List two or three)

<u>Name</u>	<u>Occupation</u>	<u>Business Address</u>	<u>Phone No.</u>
-------------	-------------------	-------------------------	------------------

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Bank Reference

<u>Name</u>	<u>Address</u>	<u>Phone No.</u>
-------------	----------------	------------------

\_\_\_\_\_

\_\_\_\_\_

Number of Permanently Employed Persons in your Organization \_\_\_\_\_

\_\_\_\_\_

It is understood and agreed that the execution of this statement of responsibility is made solely at the risk, cost and expense of the maker; is given in consideration of the agreement of the Borough of North Caldwell to make available to the maker the plans and contract documents for bidding purposes, and no rights, causes or claims at law or in equity shall arise on behalf of the maker against the Borough of North Caldwell for any use made thereof by the Borough of North Caldwell including the refusal to the maker of the right to bid on said work.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE AND BUSINESS ADDRESS OF BIDDER

DATED \_\_\_\_\_, 20\_\_\_\_



## **CONTRACT**

### **BOROUGH OF NORTH CALDWELL**

#### **MOWING & TRIMMING MUNICIPAL FACILITIES**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the BOROUGH OF NORTH CALDWELL, County of Essex, a municipal corporation of the State of New Jersey, having its Borough Hall at 141 Gould Avenue, North Caldwell, New Jersey (hereinafter called "Borough"), and \_\_\_\_\_ with a place of business at \_\_\_\_\_, New Jersey \_\_\_\_\_ (hereafter called "Contractor").

#### **W I T N E S S E T H:**

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

#### **I. THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement together with the following:

- (a) Notice to Bidders;
- (b) General Information to Bidders;
- (c) Scope and Intent of the Work and Information for Bidders;
- (d) Specifications; and
- (e) Proposal Submitted by Contractor.

Should anything be omitted from the specifications which is necessary for a clear understanding of the work, the Contractor shall promptly notify the Borough Administrator.

## **II. ADMINISTRATION OF THE CONTRACT**

- A.** All work under this contract shall be completed in accordance with these specifications and to the satisfaction of the Borough Administrator. The Borough Administrator shall determine the acceptability and fitness of the work that is to be paid for hereunder. He shall also decide all questions which may arise as to the fulfillment of the terms of the contract by the Contractor or as to the intent and purpose of the contract, and specifications. The determination of the Borough Administrator in all of such matters shall be final and binding upon the parties hereto.
- B.** The Borough Administrator shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his opinion, conform to the plans, drawings, specifications and contract, and it shall be permissible for him to do so at any time during the progress of the work and until its acceptance.

## **III. OBLIGATION OF CONTRACTOR**

The Contractor shall, at his own cost and expense, provide any and all labor, materials, tools, machinery, power, transportation, and whatever else may be required to complete the work and shall be solely responsible and answerable for the same and for the safe, proper, and lawful, maintenance and use thereof. The Contractor shall take such steps as may be appropriate to cover and protect the work from damage, and shall make good all damage to the same occurring before the completion of this contract. The Contractor shall employ only competent men.

The Contractor shall, at his own expense, wherever necessary or required, take precautions as may be necessary to protect life, property, adjacent buildings and structures, and shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen. He shall provide access at all times to private property.

## **IV. DEFENSE OF SUITS**

In the event any lawsuit shall be brought against the Borough or any of its representatives or agents for or on account of the failure, omission or neglect of the Contractor or his subcontractors or his or their employees or agents to do and perform any of the covenants, acts, matters or things by this contract undertaken or to be done or performed by the Contractor or his Subcontractors, or his or their employees or agents, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or his Subcontractors, or his or their employees or agents, the Contractor shall indemnify and save harmless the Borough and its representatives, agents and servants of and from all loss, cost, damage expense, judgment or decrees whatever arising out of such lawsuits.

**V. PERMITS, LAWS AND ORDINANCES**

The Contractor shall keep himself fully informed of all existing and current ordinances and regulations and Borough, County, State and Federal Laws in any way limiting or controlling the actions or operations of those engaged upon the work. He shall at all times observe and comply with all such valid and legally binding ordinances, laws and regulations and shall protect and indemnify the Borough and its representatives and agents against any claim or liability arising from or based on any violation of the same, and to take out and carry appropriate employer's liability insurance and public liability insurance.

**VI. ASSIGNMENT OF CONTRACT**

The Contractor shall have no right or power to assign this contract, in whole or in part, nor to assign any right arising or moneys due or to grow due thereunder, without formal approval of the Borough.

**VII. SUBCONTRACTING**

All work described in the specifications shall be performed by the Contractor with and though his own work force, employees, administrators, equipment and materials without brokering, assigning, or subcontracting any part thereof, unless approved by the Borough in writing. In no case will subletting be permitted to firms and individuals as maintained by the Department of Treasury, Division of Building and Construction, Bureau of Contractor Prequalification (Telephone: 609-292-5022) ("Bureau") nor will materials be supplied or equipment be used that is owned and/or operated by firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Bureau.

**VIII. COMPLETION OF WORK BY BOROUGH**

If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work subcontracted by him, otherwise than as herein specified; or if at any time the Borough Administrator shall be of the opinion, and shall so certify in writing to the Borough, that the Contractor is willfully violating any of the conditions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the Borough, the Borough may notify the Contractor to discontinue all work, or any part thereof under this contract, by a written notice to be served upon the Contractor, as herein provided; and the Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Borough shall thereupon have the power to contract for the completion of the contract in the manner prescribed by law, or to place such and so many

persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof; and to procure other materials and equipment for the completion of the same and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the Borough out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Borough; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, the Borough shall pay such difference to the Contractor. The provisions of this paragraph are without prejudice to any remedies available to the Borough under the Contractor's Performance Bond.

**IX. CLAIMS FOR LABOR AND MATERIAL**

The Contractor shall indemnify and save harmless the Borough from all claims for labor done under this contract, or any alterations or modifications thereof, and shall furnish the Borough with satisfactory evidence, when called for by it, that all persons who have done work under this contract, for which the Borough may become liable under the laws of the State of New Jersey, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the Borough to meet the claims of the persons aforesaid shall be retained, in addition to any other moneys that are to be retained, as herein specified, from the money due the Contractor under this contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured. The provisions of this paragraph are without prejudice to any remedies available to the Borough under the Contractor's Performance Bond.

**X. PAYMENT**

The Borough will pay the Contractor the prices stipulated in their Proposal for the completion by Contractor of the work embraced in this contract in the manner and within the time specified herein. The Borough also agrees to pay such amounts as may be agreed upon for change orders in accordance with the terms hereof. Payments will be made upon and according to the voucher in use by the Borough

**XI. RATE OF PROGRESS AND TIME OF COMPLETION**

The Contractor shall commence work within ten (10) days after the date of execution of this contract, or at such later date as the Borough may direct. The rate of progress shall be such that the work shall be performed in accordance with the Specifications from the date of the order to commence the work, unless an extension of this time shall be made by the Borough Administrator.

**XII. LIABILITY OF CONTRACTOR FOR EMPLOYEES**

Each and every employee of the Contractor, and each and everyone of his Subcontractors engaged in the said work, shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Borough. The Contractor shall in no manner be relieved from responsibility of liability on account of any default or delay in the execution of said work, or of any part thereof, by any such employee, or any such subcontractor, or any material men, whatsoever.

**XIII. NO WAIVER OF RIGHTS**

No certificate given or payment made under this contract, except the final certificate or final payment, shall be evidence of the performance of the contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work. No act of the Borough or of the Administrator, or of any representative of either of them in superintending or directing the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work or any part thereof.

**XIV. VERBAL STATEMENTS NOT BINDING**

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of the Borough Administrator or other representatives of the Borough, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever, the written agreement.

**XV. CLAIMS FOR DAMAGE**

- A. No claims of any description for damages or delays caused by the work or negligence of other contractors will be allowed for extension of time of completion. Allowance will be made, however, provided that in the opinion of the Administrator the delays of other contractors, public utility corporations, and other public or private parties, have actually delayed completion, and further provided that the Contractor has complied with those sections of the contract documents governing progress of the work, time of completion, and extension of time.
- B. Any claim for damages or delays for other reasons shall be preceded by a written notice to the Borough Administrator within five (5) calendar days of the date of occurrence of such alleged damages or delay, setting forth the facts and basis of claim, and all records and costs shall be presented within thirty (30) days after such damage or delay has ceased.
- C. Any adjustments in the Contractor's compensation, or agreements made by the Borough Administrator, if accepted by the Contractor, shall be in lieu of further claims for damages and extensions of contract time.

- D.** Concurrent claims for contract time extension will be adjusted by the Borough Administrator, who will be sole judge of the overall delay caused by such concurrent claims.

## **XVI. STATE LAWS AND REGULATIONS**

- A.** Affirmative Action Program - The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.
- B.** Law Against Discrimination -
- (1) The parties to the contract agree to incorporate into this contract the mandatory language of N.J.S.A. 10:5-31 et. seq. (P.L. 1975, c. 127) and the Regulations promulgated by the Treasurer pursuant to said Legislation (N.J.A.C. 17:27-1.1 et. seq.). The Contractor or Subcontractor agrees to comply fully with the terms, provisions and obligations of N.J.A.C. 17:27-3.4(a).
- (2) The parties to the contract agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-7.4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Regulations.
- C.** The rate of wages for all laborers and mechanics employed by the Contractor or any subcontractor on the work covered by this contract shall be not less than the prevailing rate of wages for work of a similar nature in the Borough of North Caldwell. In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature applicable to the contract which cannot be adjusted by the contracting officer, the matter shall be referred to the Commissioner of Labor for determination, and his decision shall be conclusive on all parties to the contract (N.J.S.A. 34:11-56.27). If this provision is not complied with, the contract shall be voidable at the instance of the Borough pursuant to N.J.S.A. 34:11-56.27.
- D.** Social Security - The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions of taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the Borough from any such contributions or taxes or liability therefore.

- E.** Taxes - All sales and use taxes, as well as other taxes that might lawfully be assessed against the Owner in the execution and performance of the Contract and work covered thereby, are to be paid by the Contractor. The bid prices will include the total cost of all such taxes.
- F.** Alternate Dispute Resolution - Disputes arising out of this Contract shall be submitted to mediation pursuant to industry standards prior to being submitted to a court for adjudication.

## **XVII. RELEASE OF LIABILITY**

No person or corporation other than the signer of this contract as Contractor now has any interest hereunder. Neither the Borough, nor any employee or agent thereof, shall be liable or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the Borough and every representative and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Borough, or of any person relating to or affecting the work.

## **XVIII. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless the Borough, members of its governing body and other officers, as well as the Borough Administrator and his representatives, of, from and against all loss, injury, and damage to person or property in whatever form by reason of, arising out of, or in connection with this contract or the contract documents, or the failure or neglect to keep, observe or perform any of its terms, covenants, agreements, provisions or conditions, the aforesaid being in addition to any other right or remedy which the Borough may have against the Contractor in law or equity or otherwise. The above indemnity shall include, but is not limited to, reimbursement of legal fees and expense.

## **XIX. NON-WAIVER**

The Contractor covenants and agrees that, anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency, or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided; and the failure of the Borough to insist upon strict performance of any of the terms, covenants, agreements, provisions, or conditions in this contract or in the contract documents, on any one or more instances, shall not be construed as a waiver or relinquishment for the future of any terms, covenants, agreements, provisions and conditions, and the same shall be and remain in full force and effect with power and authority on the part of the Borough to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which the Borough may have against the Contractor under this contract or the contract documents.

**XX. PERFORMANCE AND PAYMENT BOND**

The Contractor shall, forthwith upon the signing of this contract, give to the Borough as obligee a Performance and Payment Bond issued by a corporate surety acceptable to the Borough in such form and for such an amount as shall be specified in the Contract Documents. The Borough shall have the right to terminate this contract at any time without any further obligation hereunder to the Contractor or anyone else whomsoever upon the failure or neglect of the Contractor promptly to give such bond as herein provided; but any loss or damage suffered by the Borough by reason of such termination or by reason of any default on the part of the Contractor resulting in such termination shall be the responsibility of the Contractor and its surety on any Consent of Surety issued on behalf of the Contractor.



**IN WITNESS WHEREOF**, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

**BOROUGH OF NORTH CALDWELL:**

By \_\_\_\_\_  
Joshua H. Raymond, Mayor

APPROVED:

ATTEST:

\_\_\_\_\_  
Jarrid Kantor, Borough Attorney

\_\_\_\_\_  
Tami Michelotti, Borough Clerk

**CONTRACTOR:**

By \_\_\_\_\_  
Contractor, President

ATTEST:

\_\_\_\_\_  
Contractor, Secretary

## FORM OF BOND

### COMBINED N.J. STATUTORY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_, as  
Principal, and \_\_\_\_\_ as Sureties, are hereby held  
and firmly bound unto the Borough of North Caldwell in the penal sum of  
\_\_\_\_\_ (\$\_\_\_\_\_) Dollars  
for the payment of which will and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT whereas, the above  
named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ enter into a contract with the  
Borough of North Caldwell which said contract is made a part of this the bond the same as  
though set forth herein;

NOW, if the said \_\_\_\_\_ shall  
well and faithfully do and perform the things agreed by

\_\_\_\_\_ to be  
done and performed according to the terms of said contract, and shall pay all lawful claims of  
subcontractors, material men, laborers, persons, firms or corporation for labor performed or  
materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery  
furnished, used or consumed in the carrying forward, performing or completing of said contract,  
we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor,  
materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee  
herein; then this obligation shall be void; otherwise the same shall remain in full force and effect;  
it being expressly understood and agreed that the liability of the surety for any and all claims  
hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety on its bond.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Principal

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Surety

**PERFORMANCE SPECIFICATIONS**

## **PERFORMANCE SPECIFICATIONS**

### **1. Scope**

- a. The work to be performed consists of **spring cleanup, fall cleanup**, mowing and trimming grass at various municipal facilities as listed and shown on Attachments A, C, D, E, F, G, H, I and Location Map and the one time application of an acaricide as shown on Attachments C, D, E, F, G, H and I.
- b. The Borough of North Caldwell shall be responsible for general trash and litter removal from the facilities to be mowed and trimmed. If any litter or trash is present on the facilities before the Contractor begins work however, the Contractor shall remove and dispose all such litter and trash before mowing begins. Such work shall be done at no cost to the Owner.
- c. The Contractor shall be responsible for providing such backup coverage as necessary in the event the personnel and equipment dedicated to the Borough operations becomes unavailable, to insure that the work contracted is completed within the allotted time.

### **2. Employee Behavior**

- a. Operators and other employees shall not trespass on private property that borders Borough property and vehicles shall not unduly interfere with traffic within the areas serviced. Vehicles shall not be left standing unattended on public rights of ways.
- b. The Contractor and all his employees shall dress in a neat manner and shall never be bare chested when on Borough property.
- c. The Contractor and his employees shall be polite and well mannered at all times when on Borough property. Inappropriate language and/or behavior is not acceptable.
- d. If necessary, the Contractor shall adjust his schedule to accommodate any special events or programs scheduled at work sites. Attachment B lists events that are currently scheduled. The Borough Administrator will give adequate notice to the Contractor of any other potential schedule conflicts.

### **3. Callback and Special Requests**

- a. In the event that areas are missed by the Contractor, and the Contractor fails to remedy the missed areas within 24 hours after receiving notice from the Borough, the Borough retains the right to obtain similar services for mowing and trimming, and the Contractor will be billed at the prevailing rate for the equipment used to perform the service plus any labor and materials used in the performance of this work including applicable overhead charges.

### **4. Equipment**

- a. The Contractor shall use equipment designed for mowing and trimming recreation facilities and are accepted by the landscaping industry. The Contractor shall submit a detailed list of all equipment included for use under this Contract with his bid submittal. Equipment blades shall be kept sharp to obtain a clean cut of all grass blades and to prevent shredded grass tips.

b. The Contractor shall insure that all pieces of equipment are in safe and sound mechanical and operational condition at all times.

c. Equipment failure resulting in a delay of service must be reported to the Borough Administrator within one day of the occurrence. The Contractor will be required to dispatch back-up equipment and continue the work within (1) one day of notification of breakdown. Back-up equipment must be readily available at all times. If the Contractor fails to provide adequate backup, the Borough shall complete the work as required, or cause to have the work completed and shall deduct from monies due, all direct and indirect costs associated with this work.

d. The Contractor shall be responsible for all maintenance of equipment, fuel, oil, lubricants, parts, and service.

## **5. Complaint and Emergency Response Calls**

a. The Contractor shall be available by telephone, Monday through Friday between the hours of 7:00 am to 4:00 pm to receive complaints or instructions regarding grass mowing and trimming. An answering service will not be acceptable in lieu of the above.

## **6. Charges and Penalties**

a. Failure to respond to complaints or requests for service will result in a \$100.00 penalty, for each occurrence, as well as assessments of all costs incurred by the Borough in obtaining these services through Borough staff, or through another Contractor.

b. All damages caused by the Contractor in the pursuit of this Contract shall be the responsibility of the Contractor. All damages must be repaired within 3 days from the date of the incident. Failure of the Contractor to perform these repairs will be subject to a \$100.00 penalty for each instance of damage plus the actual cost of repairs, including all labor, equipment, and material costs.

## **7. Payment**

The Contractor shall submit invoices monthly for payment. The Borough of North Caldwell will pay the Contractor subject to the terms and conditions of the Specifications and Contract. The amount due and payable to the Contractor shall be remitted to the Contractor on the basis of monthly installments, based on actual work through that date in accordance with the Specifications.

## **8. Working Hours**

Working hours for the Contractor shall be from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 5:00 pm Saturdays. No work shall be performed on Sundays.

## **9. Mowing Season**

Depending upon weather conditions, Mowing and Trimming services will generally be required between May 15<sup>th</sup> and October 30<sup>th</sup>.

## **Item 1, Mowing & Trimming Municipal Facilities**

a. All terrain in each area shall be mowed and shall include any elevated areas and sloped banks. Hand mowing is required on all areas not conducive to the use of riding mowers. Any wind rows of cut grass shall be removed or blended into the grass surface on the same day of mowing. Grass should not be cut lower than 2 inches or be allowed to grow taller than 3 ½". **All grass shall be mowed and trimmed not less than once per week but more frequently if required to maintain the specified height of grass.** The Contractor shall move all goal posts, bleachers, chairs and sports equipment as necessary to properly cut grass. These items shall be returned to their original location after grass is cut.

b. Trimming services using gasoline powered trimmers shall be provided at each recreation facility. Trimming shall include all grass located around or near fence lines, buildings, walkways, utility and light poles, shrubbery, trees, monuments and roads. It is critical that all trimming areas appear neat at all times.

c. Mowing shall not be performed when frost is on the grass or the facilities are too wet to obtain a neat even cut. Equipment shall not be driven onto facilities if tire ruts will be made. The contractor shall be responsible for providing alternative maintenance measures in areas where found to be persistently wet.

d. Spring cleanup will consist of: clean out leaves and debris from beds; blow off lawn areas; edge all beds and tree rings; clean all walkways, driveways and parking lots and pick up and remove all trash and removed from site.

e. Fall cleanup will consist of: blow out and clean out all beds and lawn areas; remove all leaves, branches and debris and remove from premises; lower cutting blades to 3-3.5" and remove high levels of grass blade from winter mold disease possibilities; clean all walkways and parking lots, pick up and remove all trash; surface drains will be cleared to be free of leaves and grass.

## **Item 2, Acaricide Application**

The work included under this item involves the spray application of liquid carbaryl insecticide along the perimeter of certain athletic facilities for the control of ticks. The perimeters to be sprayed are depicted on attachments C, D, E, F, G, H & I. A single application only shall be made between May 1, 2024 through June 1, 2024. The perimeter is considered 12 feet into the wooded area and 3 feet in front of wooded areas. Additional applications may be requested by the Borough and the contractor shall be responsible, if and where directed, at the unit price per linear foot within the bid submission.

The insecticide to be used shall be Sevin SL as manufactured by Bayer and shall be applied at the rate of 3/4 fluid ounce per 1,000 square foot. Areas to be treated shall be sprayed until runoff is observed.

All application of insecticide shall be performed in accordance with the Manufacturer's Requirements, the United States Environmental Protection Agency and the New Jersey Department of Environmental Protection.

No application shall be made without oversight from a representative of the Borough being present during said application in order to ensure all appropriate boundaries are treated. The vendor shall not be paid unless applications are made in the presence and oversight of a Borough representative.



## **WAGE RATES**

The Contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (telephone: 609-292-2259, email: wage.hour@dol.state.nj.us). The State wage rates in effect at the time of award will be made a part of this contract, pursuant to the New Jersey Prevailing Wage Act (NJSA 34:11-56.25 et seq.).

In the event it is found that any employee of the Contractor or any Subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the Borough of North Caldwell may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work, as which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Borough of North Caldwell for any excess costs occasioned thereby.

**BOROUGH OF NORTH CALDWELL  
MOWING AND TRIMMING OF MUNICIPAL FACILITIES**

**Addendum No. 1  
February 26, 2024**

To All Concerned: The original bid specifications for the above project issued on February 22, 2024 are hereby amended by this Addendum #1. This amendment shall become part of the bid documents. The Addenda Acknowledgement form in the bid documents must be completed by all vendors submitting a bid response. Any changes noted herein supercede the original Bid Specification documents. Unless specifically provided otherwise, changes are identified as follows:

**Page IB-1: B-3 SPECIFICATIONS**

The bid specification documents may also be obtained from the following site, free of charge:  
<https://www.northcaldwell.org/procurement/pages/2024-rfpsrfsbids>.

**Page GR-1: DESCRIPTION OF THE WORK**

The work to be performed under this contract includes spring and fall cleanups and mowing and trimming grass at various locations and the one-time application of an acaricide in accordance with the Specifications.

**Page P-1: PROPOSAL**

ITEM 1 Spring Cleanup, Fall Cleanup and Mowing & Trimming Municipal Facilities  
32 weeks @ \$ \_\_\_\_\_ per week \$ \_\_\_\_\_

**Page PS-1: PERFORMANCE SPECIFICATIONS**

**1. Scope**

a. The work to be performed consists of spring cleanup, fall cleanup, mowing and trimming grass at various municipal facilities as listed and shown on Attachments A, C, D, E, F, G, H, I and Location Map and the one time application of an acaricide as shown on Attachments C, D, E, F, G, H and I.

**Page PS-3 ITEM 1, Mowing & Trimming Municipal Facilities**

Addition of d. and e. as follows:

d. Spring cleanup will consist of: clean out leaves and debris from beds; blow off lawn areas; edge all beds and tree rings; clean all walkways, driveways and parking lots and pick up and remove all trash and removed from site.

e. Fall cleanup will consist of: blow out and clean out all beds and lawn areas; remove all leaves, branches and debris and remove from premises; lower cutting blades to 3-3.5" and remove high levels of grass blade from winter mold disease possibilities; clean all walkways and parking lots, pick up and remove all trash; surface drains will be cleared to be free of leaves and grass.

## ATTACHMENT A

### FACILITIES TO BE SPRING & FALL CLEANUPS AND MOWED AND TRIMMED

<u>Facility Name</u>	<u>Location</u>	<u>Description</u>	<u>Approximate Area</u>
Fireman's Field	Behind Fireman's Community Center on Gould Ave	SC + FC + Mow and trim all grass bounded by the curbing to the west, the fence to the north and south and all grass areas beyond the outfield fence. Also includes grassed areas around Firemen's Community Center.	0.9 Ac.
Liberty Field	Behind Borough Hall at 141 Gould Avenue	Slope located below (North of) Tennis Courts and entire grassed area around perimeter of turf field up to the perimeter fencing and a ten-foot swath behind perimeter fencing.	0.37 Ac.
Mountain Field	Intersection of Mountain Ave.	SC + FC + Mow and trim all grass bordered by the Mountain Avenue and Courter Lane curb line, the fence to the south and north and the wood line to the east. Included are all slopes and grass around buildings.	5.5 Ac.
Magnusson Field	Intersection of Mountain Ave. and Elm Road	SC+FC+Mow and trim all grass bordered by wooded/vegetated lines, and area between retaining wall and curb line along Elm Road.	3.5 Ac.
Municipal Pool	On Gould Avenue, across from its intersection with Park Avenue	SC+FC+Mow and trim all grass bordered by fences, wooded/vegetated lines and curbs.	2.2 Ac.
Municipal Tennis Courts	Behind Municipal Building at 141 Gould Avenue.	SC+FC+Mow and trim all grass areas surrounding Municipal Tennis Courts and Basketball Court including slope between the Tennis Courts and Liberty Field	0.60 Ac.

**ATTACHMENT A (Cont.)**

**FACILITIES TO BE MOWED AND TRIMMED**

<b><u>Facility Name</u></b>	<b><u>Location</u></b>	<b><u>Description</u></b>	<b><u>Approximate Area</u></b>
Mountain Avenue Detention Basin	Mountain Ave. and Arbor Rd.	SC+FC+Mow and trim all grass surrounding the outside of the Detention Basin between the basin fence and curb lines and all grass between the parking lot and retaining wall opposite the basin. Additionally, mow and trim all grass in interior of the detention basin.	1.5 Ac.
Arbor Road Detention Basin	Dead End of Arbor Rd.	SC+FC+Mow and trim all grass surrounding the outside of the Detention Basin and between the basin fence and curb lines. Additionally, mow and trim all grass in interior of the detention basin.	1.4 Ac.
Falcon Point Dr. Detention Basin	Falcon Point Dr. and Mountain Ave	SC+FC+Mow and trim all grass and vegetation within access driveway leading to the Detention Basin from Mountain Avenue. Additionally, mow and trim all vegetation in interior of the detention basin.	0.4 Ac.
Balsam Place Cul-de-sac Island	Balsam Place	SC+FC+Mow and trim all grass located within the cul-de-sac island.	2,800 s.f.
Morris Place Cul-de-sac Island	Morris Place	SC+FC+Mow and trim all grass located within the cul-de-sac island.	970 s.f.
Orient Way Cul-de-sac Island	Orient Way	SC+FC+Mow and trim all grass located within the cul-de-sac island.	700 s.f.
Soder Road Cul-de-sac Island	Soder Road	SC+FC+Mow and trim all grass located within the cul-de-sac island.	2,800 s.f.

**ATTACHMENT A (Cont.)**

**FACILITIES TO BE MOWED AND TRIMMED**

<b><u>Facility Name</u></b>	<b><u>Location</u></b>	<b><u>Description</u></b>	<b><u>Approximate Area</u></b>
Winding Way Yard Hydrant	Winding Way near Smull Avenue	SC+FC+Mow and trim all grass on Borough property surrounding the existing yard hydrant.	600 s.f.
Borough Hall	141 Gould Avenue	SC+FC+Mow and trim all grass in front of Borough Hall building. Including Veteran's Memorial across from Park Avenue.	1,500 s.f.
Walkers Park	400 Mountain Avenue	SC+FC+Mow and trim all grass bound by curbs, pond, PSEG property, wood lines and around the perimeter of the house. This shall include, but not be limited to, the following: <ul style="list-style-type: none"><li>- Meadow between the house and tree grove</li><li>- Walkway through tree grove</li><li>- Sloped areas approaching Mountain Avenue</li><li>- Front edge of pond facing Mountain Avenue</li><li>- Weeds inside of railing immediately downstream of dam</li></ul>	2.3 Ac.
Hilltop Drive ROW	Hilltop Drive adjacent to Hilltop Preserve	SC+FC+Mow and trim all grass along the Hilltop Drive curblin and within the ROW that is adjacent to undeveloped wooded variable width lands; approximately 1 Hilltop Drive to 8 Arbor Road cut (5'-10')	2,100 l.f.

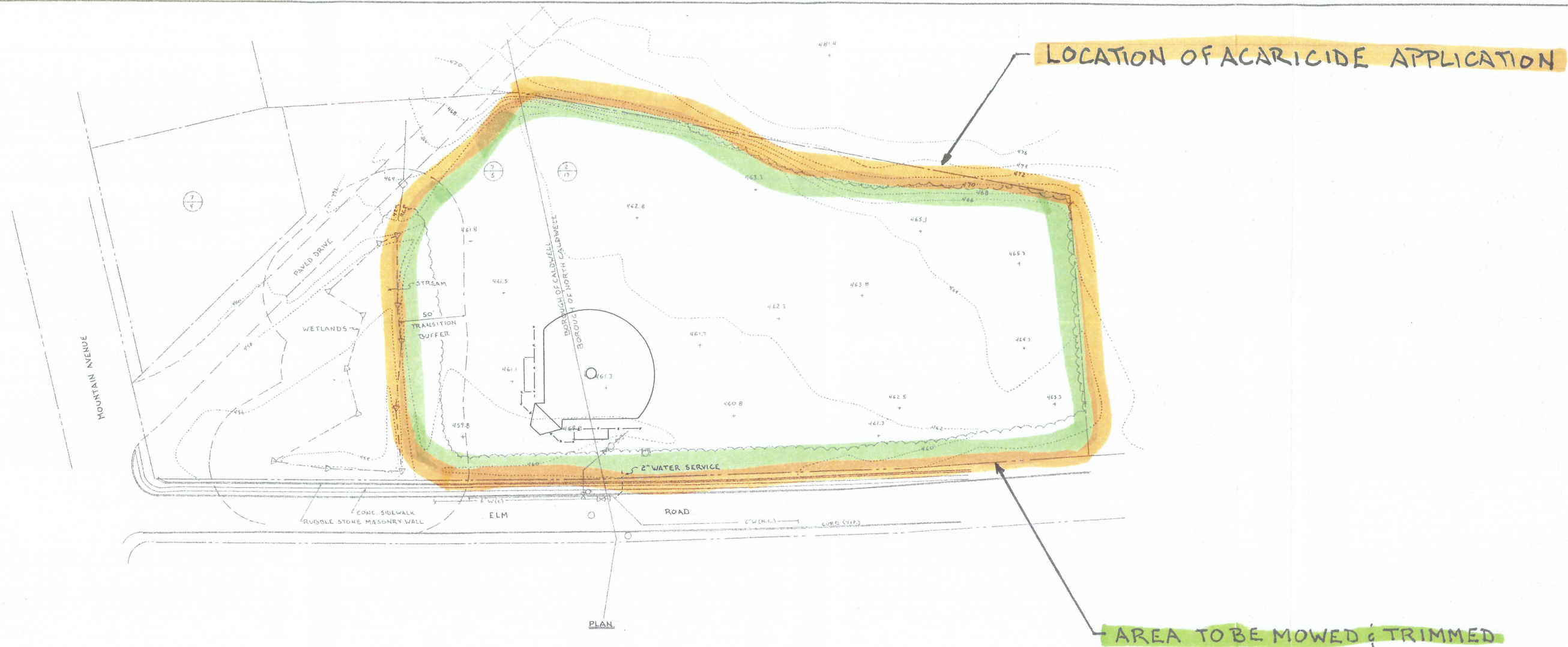
## ATTACHMENT B

### KNOWN SCHEDULED ACTIVITY AT RECREATION FACILITIES, 2024

<b>Dates</b>	<b>Time</b>	<b>Fields</b>	<b>Event</b>
Mid-March through mid-June (Post season through end of July)	M-F 3:30 PM – 9 PM Sat. 8:30AM- 3 PM	Mountain Avenue Field	Recreation Baseball
1 <sup>st</sup> week of March through end of July	M-F 3:30 PM – 9 PM Sat. 8:30AM- 3 PM	Mountain Avenue Field	Travel Baseball
Mid-March through mid-June	5:30PM-8:30PM	Magnusson Field & Mountain Field	Youth Lacrosse practice
Early March-Late June Mon-Sun	M-F 4:00-9:00 PM Sat-Sun 9AM -6PM	Magnusson Field	Travel Soccer (Spring)
3 <sup>rd</sup> week of August through mid- November	M-F 4:00-9:00 PM Sat-Sun 9AM -6PM	Magnusson Field	Travel Soccer (Fall)
Tuesdays: April 23, 30; May 7,14,21,28 Rain date: June 4	3:30PM-5:30PM	Mountain Avenue Field	Kiddie T-Ball Clinic
Wednesdays: April 24; May 1,8,15,22,29 Rain Date: June 4	3:30PM-5:30PM	Mountain Avenue Field	Multi-Sport Clinic
Fridays: April 26; May 3, 10, 17, 24 Rain Date: May 31	3:30PM-5:30PM	Mountain Avenue Field	Multi-Sport Clinic (PreK)
May (Date TBD) <i>Raindate: TBD</i>	10:00AM-2:00PM	Mountain Avenue	3 <sup>rd</sup> grade Picnic
June 24 - July 26 Monday-Friday	8:15AM-1:15PM	Liberty Field Gould School	Summer Fun Camp
Jun 10 - July 26 Monday-Friday	6:30PM-8:30PM	North Caldwell Pool	Fighting Fish Swim Team Season
Mid-August through Mid-November	5:00PM-8:30PM	Mountain Avenue Field	West Essex Cowboys Football

## ATTACHMENT B (CONT.)

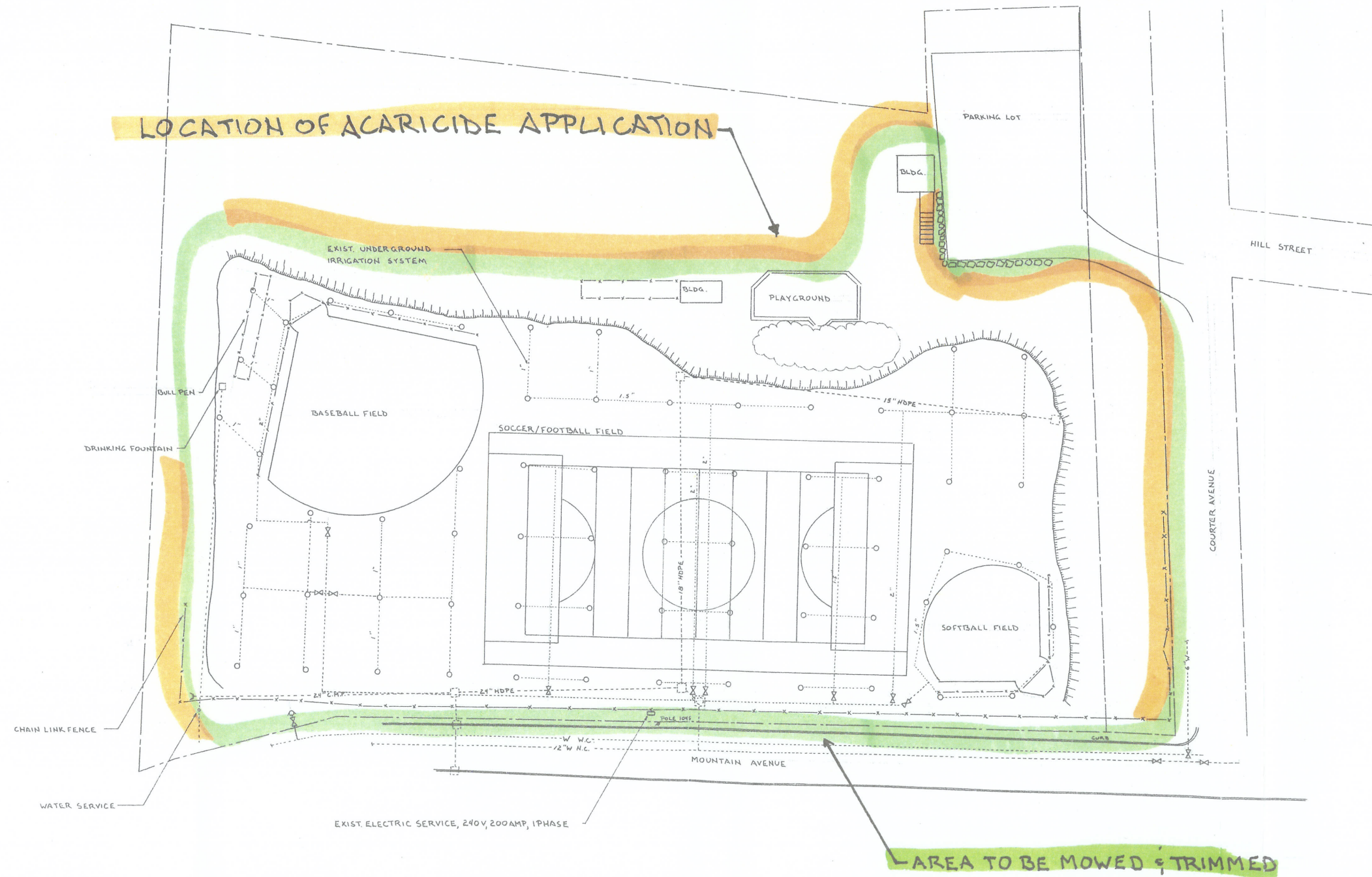
2024 Pool Dates			
Day	Date	Time	Comments
<b>MAY</b>			
Saturday	May 11 <sup>th</sup>	10:00AM-2:00PM	Pool Clean-Up Day #1
Saturday	May 18 <sup>th</sup>	10:00AM-2:00PM	Pool Clean-Up Day #2
Saturday	May 25 <sup>th</sup>	12:00PM-7:00PM	Pool Opened
Sunday	May 26 <sup>th</sup>	12:00PM-7:00PM	Pool Opened
Monday	May 27 <sup>st</sup>	12:00PM-7:00PM	Pool Opened (Memorial Day)
<b>JUNE</b>			
Saturday	June 1 <sup>st</sup>	12:00PM-7:00PM	Pool Opened
Sunday	June 2 <sup>nd</sup>	12:00PM-7:00PM	Pool Opened
Monday	June 3 <sup>rd</sup>	12:00PM-7:00PM	School Party TBD
Tuesday	June 4 <sup>th</sup>	12:00PM-7:00PM	School Party TBD
Wednesday	June 5 <sup>th</sup>	12:00PM-7:00PM	School Party TBD
Thursday	June 6 <sup>th</sup>	12:00PM-7:00PM	School Party TBD
Friday	June 7 <sup>th</sup>	12:00PM-7:00PM	School Party TBD
Saturday	June 8 <sup>th</sup>	12:00PM-7:00PM	Pool Opened
Sunday	June 9 <sup>th</sup>	12:00PM-7:00PM	Pool Opened
Monday	June 10 <sup>th</sup>	12:00PM-7:00PM	Gould School 6 <sup>th</sup> Grade Pool Party 3-5pm Baseball Pool Party (5:30 – 8:00pm)
Tuesday	June 11 <sup>th</sup>	12:00PM-7:00PM	Gould School 6 <sup>th</sup> Grade Pool Party (Rain Date)
Wednesday	June 12 <sup>th</sup>	12:00PM-7:00PM	School Party TBD
Thursday	June 13 <sup>th</sup>	12:00PM-7:00PM	Summer Fun Parent Orientation Meeting
Saturday	June 15 <sup>th</sup>	12:00PM-7:00PM	Pool Opened
Sunday	June 16 <sup>th</sup>	12:00PM-7:00PM	Pool Opened
Monday	June 17 <sup>th</sup>	12:00PM-7:00PM	School Pool Party TBD
Tuesday	June 18 <sup>th</sup>	3:00PM-7:00PM	School Pool Party TBD
Wednesday	June 19 <sup>th</sup>	12:00PM-7:00PM	Last Day of School – Pool Party
<b>JULY, AUGUST, SEPTEMBER</b>			
June 19 <sup>th</sup> - September 2 <sup>nd</sup>	Monday-Friday	12:00PM-7:00PM	Pool Opened
June 22 <sup>nd</sup> - September 1 <sup>st</sup>	Saturday and Sundays	12:00PM-7:00PM	Pool Opened



Borough of North Caldwell  
 Mowing & Trimming Recreation Facilities  
 Magnusson Field  
 Not to Scale  
 Attachment C

BOROUGH OF NORTH CALDWELL		
SCALE:	APPROVED BY:	DRAWN BY:
DATE:		
MAGNUSON FIELD		
		DRAWING NUMBER





Borough of North Caldwell  
Mowing & Trimming Recreation Facilities  
Mountain Field  
Not to Scale  
Attachment D

BOROUGH OF NORTH CALDWELL ESSEX COUNTY, NEW JERSEY		
SCALE:	APPROVED BY	DRAWN BY: F.A.Z. JR.
DATE: 5-15-06		
MOUNTAIN FIELD SPORTS LIGHTING		
EXISTING CONDITIONS PLAN		DRAWING NUMBER EC-1



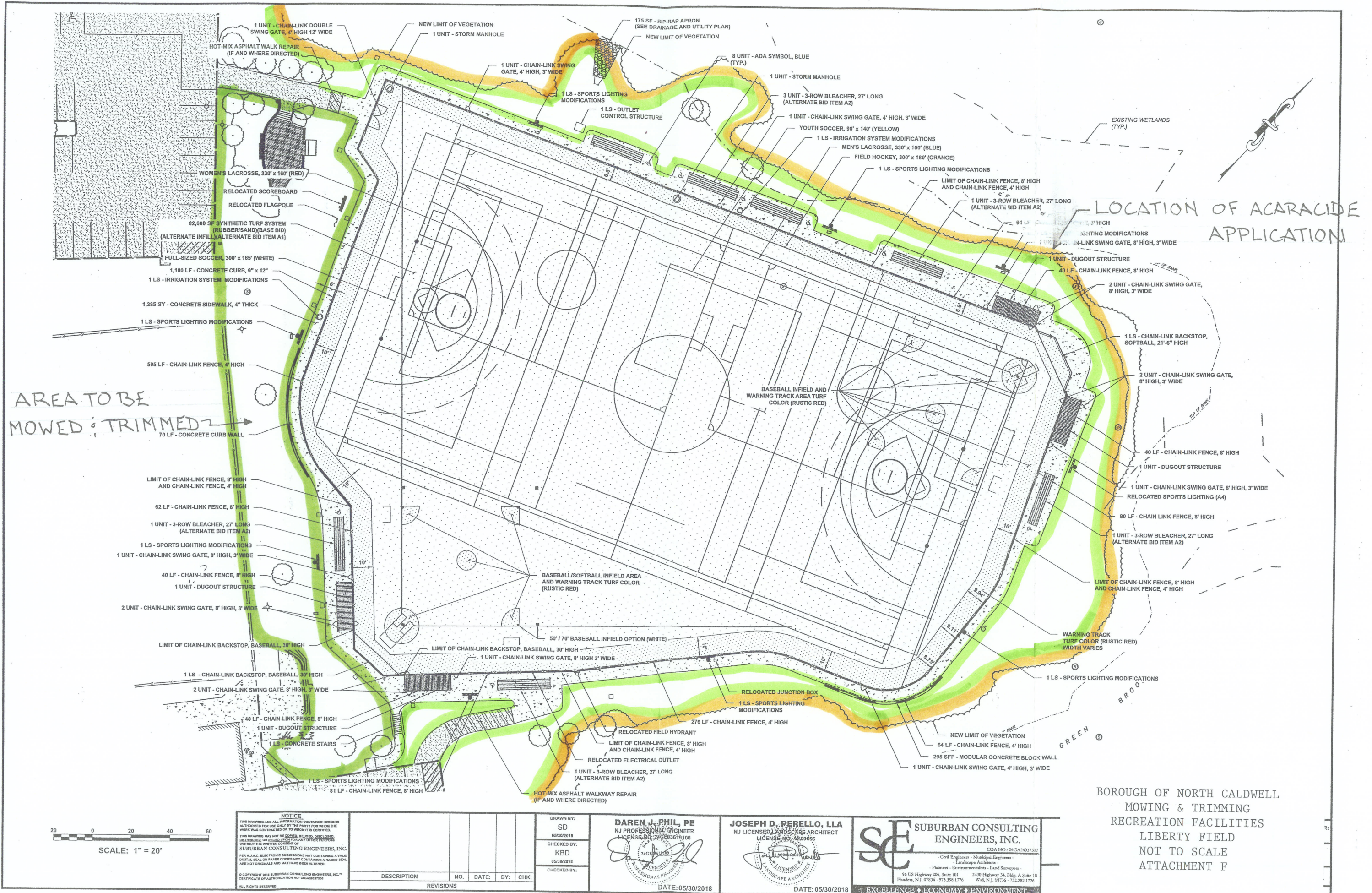


Borough of North Caldwell  
 Mowing & Trimming Recreation Facilities  
 Firemen's Field  
 Not to Scale  
 Attachment E

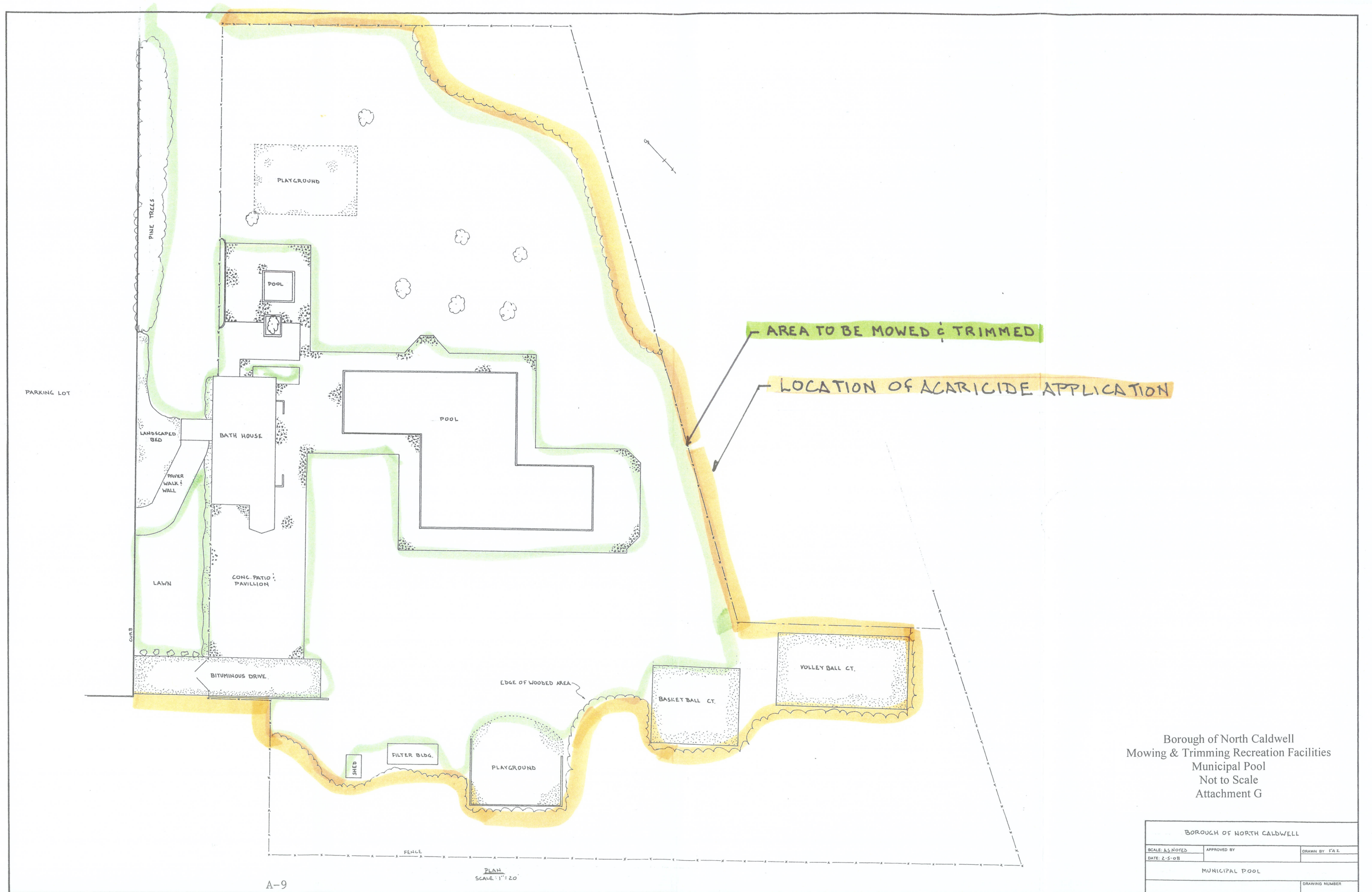
BOROUGH OF NORTH CALDWELL ESSEX COUNTY, NEW JERSEY		
SCALE:	APPROVED BY	DRAWN BY FAZ JR
DATE: 6-7-04		
FIREMEN'S FIELD SPORTS LIGHTING		
EXISTING CONDITIONS PLAN		DRAWING NUMBER EC-1



E:\SCENorth Caldwell\0260 North Caldwell Athletic Facility Drawings\Sheets\0260 04 Site Layout Plan.dwg Wed, May 30, 2018 - 3:47pm edward Suburban Consulting Engineers, Inc.







Borough of North Caldwell  
Mowing & Trimming Recreation Facilities  
Municipal Pool  
Not to Scale  
Attachment G

BOROUGH OF NORTH CALDWELL		
SCALE: AS NOTED	APPROVED BY	DRAWN BY: F.A.Z.
DATE: 2-5-08		
MUNICIPAL POOL		
		DRAWING NUMBER



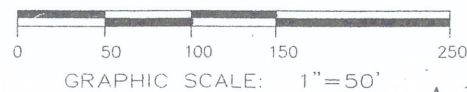
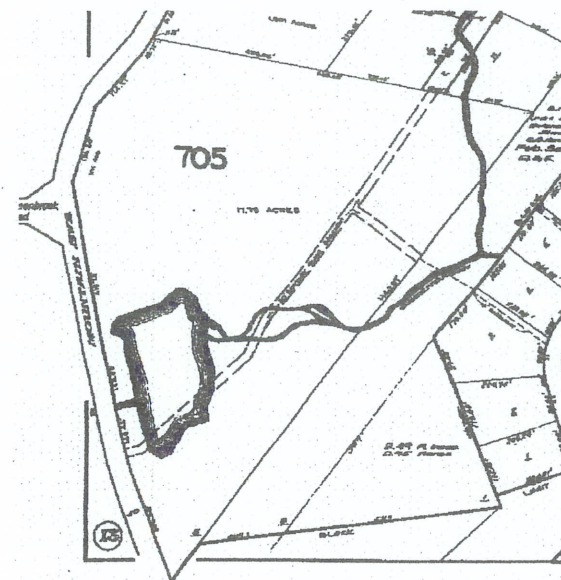
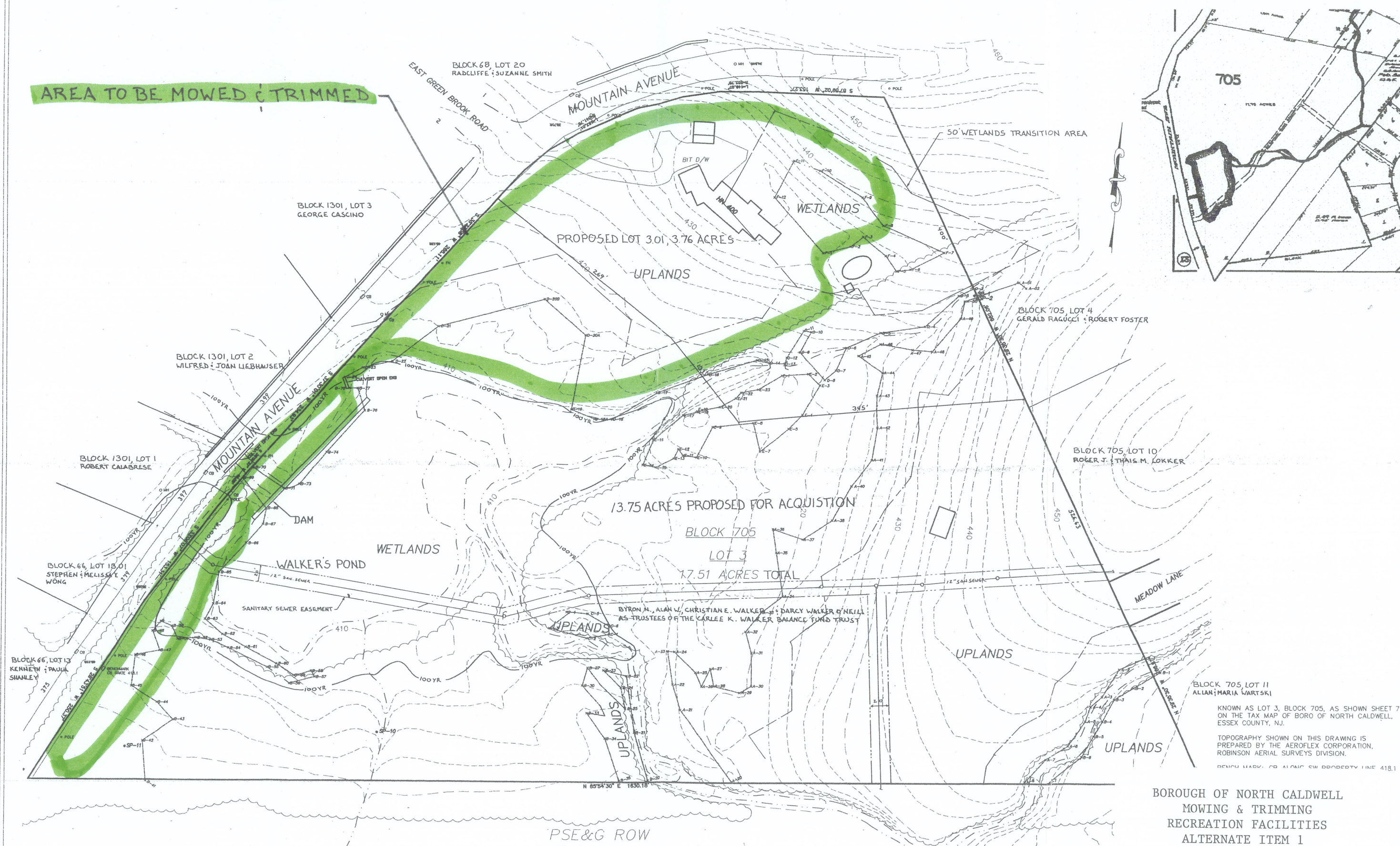


BOROUGH OF NORTH CALDWELL  
ESSEX COUNTY, NEW JERSEY  
MOWING & TRIMMING RECREATION FACILITIES  
TENNIS COURT AREA  
NOT TO SCALE  
ATTACHMENT H

BOROUGH OF NORTH CALDWELL ESSEX COUNTY, NEW JERSEY		
SCALE: 1" = 20'	APPROVED BY	DRAWN BY: F.A.Z.
DATE:		
TENNIS COURT AREA		
		DRAWING NUMBER



AREA TO BE MOWED & TRIMMED



LEGEND  
○ PHOTO LOCATION  
⊗ SP-1 SOIL SAMPLE LOCATIONS  
--- WETLAND LINES

A-11

PSE&G ROW  
BLOCK 705, LOT 2

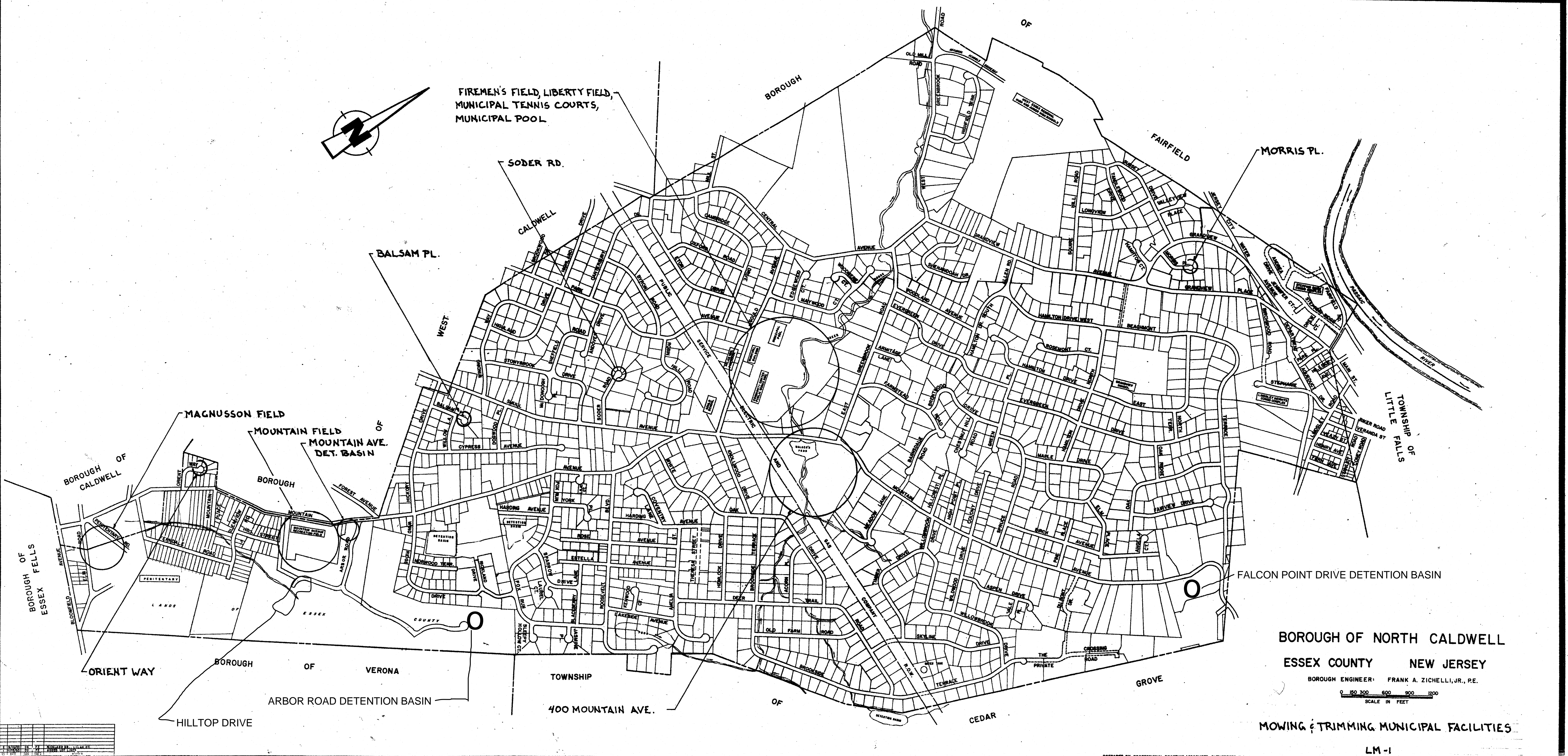
NO.	DATE	REVISION
2.	01/10/04	ORIGINAL
1.	12/31/03	ORIGINAL

*Frederick C. Meola*  
**FREDERICK C. MEOLA**  
LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR  
N.J. LIC. # 22708  
P.O. BOX 96 CEDAR KNOLLS, N.J. 07927-0096  
PHONE (973) 538-8863 FAX (973) 538-5715  
FILE# 030716 C.D. 030716C

BOROUGH OF NORTH CALDWELL  
MOWING & TRIMMING  
RECREATION FACILITIES  
ALTERNATE ITEM 1  
400 MOUNTAIN AVENUE  
NOT TO SCALE  
ATTACHMENT I

BLOCK 705 LOT 3  
BOROUGH OF NORTH CALDWELL  
ESSEX COUNTY, NEW JERSEY





**BOROUGH OF NORTH CALDWELL**  
**ESSEX COUNTY NEW JERSEY**

BOROUGH ENGINEER: FRANK A. ZICHELLI, JR., P.E.  
SCALE IN FEET  
0 150 300 600 900 1200

**MOWING & TRIMMING MUNICIPAL FACILITIES**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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



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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

SIGNED: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**<NAME OF CONTRACTING AGENCY>**

**Part I – Vendor Affirmation**

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


**Part II – Ownership Disclosure Certification**

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

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

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

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

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

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

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

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

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

\_\_\_\_\_  
 (Witnessed or attested by)

My Commission expires:

\_\_\_\_\_  
 (Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**<NAME OF CONTRACTING AGENCY>**

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

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

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

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

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

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

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

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

**Temporary and Executing**

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

~~~~~

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

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

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

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

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

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

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

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



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:

VENDOR/BIDDER:

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES  
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

☐ A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed 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"). Disregard Part 2 and complete and sign the Certification below.

OR

☐ B. I am unable to certify as above because the Vendor/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 and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE No.:

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

**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 noncorporate 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 **<name of contracting unit>** 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 **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                     |
| 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                     |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> 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.<br><br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Requester's name and address (optional)                                                                                                                                                                                                                             |
| 6 City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                     |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                     |

## Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |  |  |  |
|--------------------------------|--|--|--|---|--|--|--|--|--|
| Social security number         |  |  |  |   |  |  |  |  |  |
|                                |  |  |  | - |  |  |  |  |  |
| or                             |  |  |  |   |  |  |  |  |  |
| Employer identification number |  |  |  |   |  |  |  |  |  |
|                                |  |  |  | - |  |  |  |  |  |

## Part II Certification

Under penalties of perjury, I certify that:

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.

**Sign Here**  
Signature of U.S. person ►

Date ►

## 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.

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

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

If you are a nonresident alien or a foreign entity, 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

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

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



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

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

## Specific Instructions

### 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                                                                                                                                       | Individual/sole proprietor or single-member LLC                                                                                 |
| • Sole proprietorship, or                                                                                                                          |                                                                                                                                 |
| • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.                              |                                                                                                                                 |
| • LLC treated as a partnership for U.S. federal tax purposes,                                                                                      | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • 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. |                                                                                                                                 |
| • 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 4947

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.