

NJ Business Registration Compliance pertaining to Purchase Orders for Good and Services

N.J.S.A 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract; 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act; (N.J.S.A. 54:32b-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

NJ Business Registration Compliance pertaining to Purchase Orders for Construction Contracts (including those related Public Works)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract; 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor; 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and maintain them on file; 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32b-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

GENERAL: The vendor agrees to protect, defend and save harmless the Township of Hopewell against any demand for the use of any patented material, process, device or article that may enter into the manufacture, construction, or form any part of the materials or services covered by this order; and the vendor agrees further to indemnify and save harmless the Township of Hopewell, its officers, agents and employees from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the vendor, servants or agents. In case of default by the vendor, the Township of Hopewell may procure the articles or services covered by this order from other sources and hold the vendor responsible for any excess occasioned thereby.

QUALITY: All materials or services furnished on this order must be as specified, and subject to our inspection and approval within a reasonable time after delivery at destination. Materials or services other than those specified in this order must not be substituted without authority from the Township of Hopewell. Materials rejected will be returned at the vendor's risk and expense.

QUANTITY: The quantity of materials ordered must not be exceeded without written authority being first obtained from the Township of Hopewell.

PACKING: Damage to any material not packed to insure proper protection to same will be charged to vendor. Packages must be marked plainly with shipper's name and Township order number. No charges are allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY: All materials must be shipped F.O.B. Destination. We pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis on F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase order, failing in which we reserve the right to cancel this order and purchase elsewhere. Deliveries shall be made between 8:30 A.M. and 4:00 P.M. Monday to Friday inclusive, unless otherwise stated.

The conditions of this order must not be changed by vendor. If not satisfactory, return to Township of Hopewell.

RESPONSIBLE BIDDER: Failure of a Bidder to execute a purchase order awarded or to comply with any of the terms and conditions therein may disqualify the bidder from receiving future orders.

FOR PAYMENT: After rendering of services or providing of goods ~ Sign the Claimant Certification and Declaration section of the Purchase Order and provide an itemized invoice. Mail to:

Hopewell Township
Attention: Treasurer
201 Washington Crossing Pennington Road
Titusville, NJ 08560