

Borough of Middlesex

1200 Mountain Avenue
Middlesex, New Jersey 08846



NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the Borough of Middlesex on **Wednesday, March 11, 2020** at **11:00am** prevailing time at the Borough of Middlesex, 1200 Mountain Avenue, Middlesex, NJ 08846 at which time and place bids will be opened and read in public for:

FURNISH AND DELIVER ELECTRICAL SERVICES FOR ALL BOROUGH OF MIDDLESEX FACILITIES AND LOCATIONS Contract #: BID-0001-20

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the "**BID TITLE NAME & CONTRACT #**" on the outside, addressed to Carmen Modica, Purchasing Agent, at the address above.

Any Bid Addenda will be issued on the Borough website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Specifications and instruction to bidders may be obtained in the Clerk's Office, 1200 Mountain Avenue, Middlesex, NJ or the Borough website at www.middlesexboro-nj.gov.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

A highly recommended pre-bid meeting/inspection of sites will be held Friday, February 28, 2020 beginning at 10:00 AM at 1200 Mountain Avenue, Middlesex, New Jersey.

Carmen Modica, CMR
Purchasing Agent

Date Advertised: February 25, 2020

BOROUGH OF MIDDLESEX GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received the Borough of Middlesex, hereinafter referred to as "owner", in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids shall be received by the designated representative at 11:00am at 1200 Mountain Avenue, Middlesex, NJ 08846 as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. Each bid shall be submitted on the proposal form attached, in a sealed envelope
 - (1) Addressed to the Purchasing Agent
 - (2) Bearing the name and address of the bidder on the outside of the envelope
 - (3) Clearly marked "**BID**" with the contract title being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
- D. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent prior or at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular, express or overnight mail. **Bids sent by express mail or delivery service must either 1) include the designation in sub-section C, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.**
- E. The Borough reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- F. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- G. All prices and amount must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alternations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- H. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follow:
 - Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

- I. Multiple Bids Not Accepted
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- J. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, or an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- K. Pay-to-Play Disclosure – Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 12:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
- L. Official Request for Bid packages are available from the Borough's website at www.middlesexboro-nj.gov at no cost to the prospective bidders. All addenda are posted on the website and issued in accordance with N.J.S.A. 40A:11-23(c)(1). Potential bidders are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied documents. Respondents are urged to contact the owner with their contact information so any addenda to these specifications can be sent to them.
- M. Results of all bids are posted on the Borough website.

2. BID SECURITY AND BONDING REQUIREMENTS

The following provisions, *if indicated by an (x)*, shall be applicable to this bid and be made a part of the bidding documents:

A. **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Borough of Middlesex.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough of Middlesex.

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if bidder fails to enter into contract pursuant to N.J.S.A. 40A:11-21. The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit required guarantee shall be cause for rejection of the bid.

B. **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the Borough of Middlesex stating that it will provide said

bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit this shall be cause for rejection of the bid.

C. **PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22.

D. **LABOR AND MATERIAL (PAYMENT) BOND**

The successful bidder shall with the delivery for the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. **MAINTENANCE BOND**

Upon acceptance of the work by the Borough of Middlesex, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

- 1 Year
- 2 Years

3. PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)

A. (1) The owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay for New Jersey State Sales and Use Tax that are included in any invoices. The owner will not pay service charges such as interest and late fees.

(2) The owner or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.

B. Bids shall be ***signed in ink*** (Original Signature Required) by the bidder, all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

D. ***Estimated Quantities*** (Open-Ended Contracts, Purchase as Needed) The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different

than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*

- E. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- F. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.
- G. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- H. Bidder shall complete and sign the Bid Submission Document Checklist and include it with the bid submission. **For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected.** This document serves as a guide to bidders to bidders of the documents that are required to be submitted with the bid.
- I. Results of all bids are posted on the Borough website www.middlesexboro-nj.gov.

4. **FIRM FIXED CONTRACT**

This is a firm fixed contract, prices firm, FOB Borough of Middlesex locations. No price escalation. The vendor shall void the contract and permit the Borough to solicit open market pricing should any price increase or surcharge be imposed.

5. **INTERPRETATIONS AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Borough. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids for goods and services.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the **Acknowledgement of Receipt of Addenda** form. The owner's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications. They will be sent from cmodica@middlesexboro-nj.gov. It is recommended that bidders include this address in the recipient email's contact list to ensure it is not routed to a junk folder.

E. Discrepancies in Bids

1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

F. Optional Pre-Bid Conference

If stated in the Notice to Bidders and checked below:

- A pre-bid conference will not be held.
- A pre-bid conference for this proposal will be held on Friday, February 28, 2020. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated. The owner reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.
- B. When a specification uses "brand name or equivalent", the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
- C. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- D. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- E. Wherever practical and economical to the owner, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

7. METHOD OF CONTRACT AWARD

- A. The owner reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the owner to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid

accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

- B. The owner further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the owner. Without limiting the generality of the foregoing, the owner reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The owner may also elect to award the contract on the basis of unit prices.
- D. The owner reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Borough may then, at its option, accept the bid of the next lowest responsible bidder.
- F. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel this contract.
- G. The form of contract shall be submitted by the Borough to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Borough; material exceptions shall not be approved.
- H. Successful bidder/respondent shall complete W-9 Form and submit to the owner prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/f29.pdf
- I. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

8. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

- 9. **NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.** Pursuant to N.J.S.A. 34:11-56.25 et seq, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by

contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

10. **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT—N.J.S.A. 34:11-56.48 et seq.** N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available online at http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

11. **EQUIPMENT CERTIFICATION**
Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid. (N.J.S.A. 40:11-20)
12. **NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15**
The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.
13. **NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1**
There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant

to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

14. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" and forward a copy of the Form to the Public Agency. Upon submission and review of the Division, the Report shall constitute evidence of compliance with the regulations.

2. Construction Contracts

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at www.state.nj.us/treasury/contract_compliance upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

15. AMERICANS WITH DISABILITIES ACT OF 1990 – 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

16. WORKER AND COMMUNITY RIGHT TO KNOW ACT – N.J.S.A. 34:5A-1 et seq.

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 5:89-5 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a

receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished. All containers which are stored at an owner’s facilities by the contractor or subcontractors shall display RTK Labeling. Vendors with questions concerning labeling should contact the new Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know

17. STATEMENT OF CORPORATE OWNERSHIP – N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless **prior to the receipt of the bid or accompanying the bid** of the corporation, partnership, limited partnership, there is submitted to the Borough a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership. Limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation’s stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal. Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary

18. INSURANCE AND INDEMNIFICATION

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss occurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

A. Insurance Requirements

The insurance documents indicated by an (X) shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Worker’s Compensation and Employer’s Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:35-1.6. Minimum Employer’s Liability \$1,000,000.00.

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates of Insurance for those policies required above shall be submitted along with the contract. Such coverage shall be with insurance companies authorized to do business in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

C. Indemnification

The Contractor agrees to indemnify and hold harmless the owner, its officers, agents and employees, from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a) negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

The Borough of Middlesex will not accept Mutual Limitation of Liability terms.

19. PAYMENT

- A. Payment will be made after a properly executed Borough voucher has been received and formally approved on the voucher list by the Governing Body at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.
- B. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - 1. Deliverables not complying with the project specification;
 - 2. Claims filed or responsible evidence indicating probability of filing claims;
 - 3. A reasonable doubt that the contract can be completed for the balance then unpaid.
- C. When the above grounds are removed, payment shall be made for amount withheld because of them.
- D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

20. TERMINATION

- A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the

Borough shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Borough will pay for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the contractor and the Borough may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.
- D. In case of default by the contractor, the Borough may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the Borough.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.
- H. The Borough may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the Borough is conditioned upon the availability of Borough funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Borough at the end of any particular fiscal year may terminate such services. The Borough will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Borough to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any

court order, or action or injunction or other such agreement, the contract shall become voidable by the Borough by notice to the parties.

21. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

22. ADDITIONS/DELETIONS OF SERVICE

The Borough reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

23. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

24. Bidders shall not write in margins or alter the official content or requirements of the Borough bid documents.

25. SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

26. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2010.

27. TRUTH IN CONTRACTING LAW

- N.J.S.A. 2C:21-34, et seq. governs false claims and representation. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

28. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, the Borough of Middlesex ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration of the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless he subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractor's and their addresses that may be updated from time to time. A complete and accurate list shall be submitted before final payment is made for goods and services rendered under the contract.
3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, N.J.A.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation of (609) 292-6400. Form NJ-REG can be filed on line at www.state.nj.us/treasury/revenue/busregcert.shtml.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a Contracting Agency.

Emergency Purchases or Contracts

For purchase of an emergent nature, the contractor shall provide its Business Registration within two (2) weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-2929.

29. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

30. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. The Borough will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a

letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees.

31. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

32. Health Insurance Portability and Accountability Act of 1996-HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Borough harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

33. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any bidder on this contract.

34. The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

35. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

36. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52-32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

SPECIFICATIONS

The Borough of Middlesex (owner) requests bids from contractors for the provision of electrical services such as repairs, upgrade, stabilization of electrical systems at the Borough's facilities to the original design and/or constructed condition, or to reinforce, rehabilitate or upgrade or replace as directed by the owner's Department of Public Works or designee.

The owner reserves the right to add or remove facilities during the contract period as referenced below. Contractors will be utilized on an as needed or emergency basis. No guarantees are made for or implied for the total value of the contract for owner only purposes.

All bidders must be qualified and responsible. If the bidder is doing business as a sole proprietorship, the bidder must hold a valid license in its name and be in good standing with the relevant licensing authority. If the bidder is doing business in the corporate form, then in addition to the foregoing, the bidder must be in good standing with the office of the Secretary of State, having complied with relevant filing and reporting requirements.

ESTIMATE OF WORK HOURS

The owner does not and will not warrant or guarantee the amount of work hours to be supplied/required in any given day, week, month or year, or in the aggregate, pursuant any contractual agreement awarded under these bid specifications. Nothing contained in any of the bid documents shall be construed to guarantee or warrant any amount of work hours.

Nothing herein shall entitle the Contractor to any claim to an hourly price increase for lost profits or for any other compensation whatsoever in the event that the actual work hours supplied/required under this agreement are more or less than estimated work hours.

A highly recommended pre-bid meeting/inspection of sites will be held Friday, February 28, 2020 beginning at 10:00 AM at 1200 Mountain Avenue, Middlesex, New Jersey.

Each bidder shall examine and become thoroughly familiar with all existing conditions, including all applicable laws, ordinances, rules and regulations that will affect the work, prior to submitting a proposal. The bidder shall visit the sites, examine the existing conditions, equipment and systems, and ascertain by any reasonable means all conditions that will in any manner affect the work, in order to be fully informed prior to submitting a proposal. These specifications are intended to present an essentially accurate indication of the systems currently in place. This, however, shall not relieve the bidder of the necessity for fully informing himself/herself as to the existing conditions.

1.0 Basis of Bid Award

1.1 Bidders must submit the price for labor based on the hourly rate to be charged for electrical services. The hourly rate shall apply to all workers, without regard to title or worker classification. The hourly rate is not a payroll rate. The bidder's responsibility to pay prevailing wages is not affected by bidding a single hourly rate. For purposes of the award of this contract, the winning bidder shall be the bidder that presents the Borough with the lowest average hourly rate (exclusive of overtime rates) for Year One and Year Two of this contract.

1.2 The owner reserves the right to award multiple contracts to the lowest responsive and responsible bidder, as the Primary contractor and to the second lowest responsive and responsible bidder as the

Secondary contractor. In the event of the inability or failure of the Primary contractor to respond to a request for service within 2 hours, the Secondary contractor will be notified of the request for service.

1.3 Department of Public Works or designee shall determine if the Primary Contractor is unable or fails to respond.

1.4 Work to be provided at various locations within the Borough of Middlesex at all properties owned or leased by the owner. As an aid to bidders, a representative inventory of the owner's locations is listed below:

Borough Hall – 1200 Mountain Avenue
Recreation/Senior Building/Rescue Squad – 1400 Mountain Avenue
Police Department – 1100 Mountain Avenue
Recycling Center – 1200 Mountain Avenue
Pumping Station – Utility located at Marshal and Union Avenue
Department of Public Works – 110 Main Street
Parks Department – Located behind Mountain View Park
Mountain View Park/Cook Field/Haverstick/Lincoln Park/Victor Crowell Park

The Contractor shall be required to work on any facilities not enumerated herein but added to this list by the Borough during the term of this contract.

2.0 Contractors Requirements

2.1 All bidders must possess a State of New Jersey MASTER ELECTRICIANS license for Electrical. Said License is equal to an Electrician who is the holder of a Valid License issued by the NJ Board of Examiners of Electrical Contractors. A copy of said license must be attached to this bid and must provide proof of licensure with the bid response.

2.2 Each bidder must submit with their bid an experience statement naming facilities presently under contract along with the names and phone numbers of the main contact person at each facility. The owner has the right to validate the work performed at each facility listed by the bidder with phone calls and/or site visits.

2.3 Contractor shall:

- (a) Perform in a professional manner on a timely basis by qualified, competent personnel authorized to work at Borough facilities in which they provide services;
- (b) Not infringe or encroach upon any party's personal, contractual or proprietary rights, including patent, trademark and service mark, copyright, right of privacy or trade secret rights;
- (c) Provide materials of good quality and without defect, and conform to all specifications and other descriptions set forth herein; further represents and warrants that all goods furnished in the provision of services will be new unless otherwise specified and agreed to in writing by the Department of Public Works or designee, will be free from defects in materials, workmanship, and design, and will conform to all applicable manufacturer's specifications;
- (d) Be in conformity with all federal, state or local laws, regulations or orders.

2.4 The Contractor shall provide a cost estimate to owner for work in excess of \$1,000. Prevailing Wage requirements apply to certain functions to be determined at time of work. The Contractor shall respond with a cost estimate within 24 hours, excluding weekend and holidays. If at the discretion of the Department of Public Works or designee, the job/cost estimate is more complicated or

requires site verification or visit, the response time will be adjusted accordingly, up to 48 hours excluding weekends and holidays.

2.5 Failure of the Contractor to respond as required will constitute non-performance and the owner shall be entitled to take steps to secure compliance through written and verbal communication to contractor. The owner reserves the right to rescind award due to continuing non-performance factors that have been brought to the contractor's attention in writing.

2.6 Contractor shall not subcontract any services under this agreement.

2.7 The contractor shall be experienced in testing, servicing, repairing, and replacing equipment of the types to be installed in the owner's facilities and properties.

2.8 The contractor shall coordinate its work with other owner contractors and/or owner personnel so as to avoid any interruption of work to owner facilities and programs.

2.9 If required, the contractor shall be responsible for obtaining permits and inspections for all projects under this contract.

2.10 The Contractor shall assign only those personnel necessary to accomplish the work and shall not assign more workers than are required.

3.0 Request for Services

3.1 Requests for services at any building or facility shall only be made by an authorized representative of the owner.

3.2 The Contractor must provide service twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

3.3 The Department of Public Works or designees will place all requests for service directly to the Contractor by written work order or by phone call confirmed with an e-mail or fax. The Contractor shall reply to all messages within one hour, and to written work orders within twenty-four to forty-eight (48) hours.

3.4 The contractor's representative or service technician shall sign in and sign out at each job location noting time of arrival and time of departure for each day he is at the work site. Owner will not be responsible for payment of services while contractor or service representative takes meal breaks. Owner must be notified if contractor or service representative needs to travel to store/warehouse to pick up needed equipment. This will allow proper monitoring of travel time for needed emergency parts.

4.0 Response Time

4.1 Standard Service

The contractor must provide service twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The contractor shall respond to a request for maintenance or repair services within twenty-four (24) hours to forty-eight (48) for non-emergency requests, excluding weekends and holidays.

4.2 Emergency Service

The Department of Public Works or designees requesting service shall determine if the request is an emergency request. Due to the urgency of emergency service, the contractor shall have the capability of responding to a request for emergency services within two (2) hours. The two (2) hour response time applies to Regular Time, Overtime, Saturdays, Sundays and Holidays.

5.0 Materials/Furnishing Parts/Equipment

5.1 Materials

5.1.1 The owner will only pay for materials that have been authorized and used to complete each work order. The contractor shall furnish all parts and/or materials required unless the owner elects to furnish them.

5.2 Furnishing Parts

5.2.1 The contractor shall provide repair parts to complete a project. Replacement parts will be based on a percentage discount from the Manufactures Suggested Retail Prices (MSRP). All invoices submitted to the owner for payment by the contractor that contain charges for approved parts must show the MSRP and the discounted price.

5.2.2 In performing all of the required services under this contract, the Contractor agrees to provide only genuine parts that are recommended and/or approved by the manufacturer(s) of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended or approved by the manufacturer(s) of the equipment. Equivalent parts or lubricants may be used if approved by the owner in advance. The contractor shall not permanently remove from the job site any parts or equipment covered under this contract, unless first given written approval by the owner. This does not include renewal parts stocked on the job by the contractor, if any, which shall remain the sole property of the contractor.

5.2.3 The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the owner by any other clause of this contract. Copies of such warranties shall be submitted to the owner upon completion of work.

5.3 Equipment

5.3.1 The contractor shall provide all tools, machinery, apparatus, and equipment customarily required to accomplish all work required by the owner. The cost of all such tools, machinery, apparatus and equipment shall be included in the hourly base bid for labor. No separate payment shall be made, except for such equipment not customarily required for the services to be provided. Examples include rental of bucket trucks, backhoes, and similar large specialized equipment.

5.3.2 Billing for specialized equipment shall be in accordance with prevailing rental rates, in increments of half days, for the time actually spent on the project. In the event of billing disputes, NJDOT force account provisions shall govern. The contractor's mark-up on equipment rental costs shall not exceed ten percent (10%).

6.0 Contract Term

6.1 The effective period of this contract shall be for two (2) years. If, during the effective period of this agreement, the Contractor violates any of the provisions of this contract or fails to properly provide services required by this contract as judged by the owner in its sole discretion, the owner may terminate the contract. (See also Termination Clauses.)

7.0 Contract Price and Payment Procedures

7.1 Payment shall be made in accordance with the rate bid on the proposal sheet. The hourly rate bid should include all costs of labor, overhead and transportation. The hours for which payment shall be made will be for the time on the job site only. There will be no allowance for travel time, mileage or meal breaks.

7.2 The contractor shall record all service on a Service Order Report (invoice) that shall include the nature of the request for service, the evaluation of the problem, a description of the work performed, a listing of materials used, and the time arrived on site and the time departed.

7.3 The Service Order Report shall be signed by the Department of Public Works or designees, and a copy provided to the owner. All invoices shall include a copy of the signed Service Order Report.

7.4 Invoices shall be submitted to Department of Public Works, 1200 Mountain Avenue, Middlesex, NJ 08846. The invoices shall be forwarded to the appropriate departments for processing. Billings for labor shall be in half-hour increments.

7.5 The owner must receive such report (invoice) within two weeks of job completion.

8.0 Special Conditions

8.1 Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the owner. The Contractor shall make no contract with any other party for furnishing any of the work or services herein without the written approval of the owner.

8.2 The Contractor may choose to enter into a Hold Harmless Agreement (Exhibit B) with the owner which, upon execution by the owner, will permit the Contractor to utilize Department of Public Works-owned ladders, scissor lift, and various other equipment, when available, on an occasional, emergency basis.

8.3 The Contractor may be required under this agreement to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal, or other governmental authorities, subsequent to the date of this contract, and will be compensated for such installation at prevailing contract rates.

8.4 All Prevailing Wage jobs require the submission of monthly certified payrolls to the owner.

9.0 Owners' Right to Inspect and Required Work

9.1 The owner reserves the right to make such inspections and tests as may be necessary to ascertain that the requirements of this agreement are being fulfilled. Deficiencies noted shall be corrected by the Contractor within 24 hours.

10.0 Overtime and Holidays

10.1 It is the policy of the owner to avoid scheduling any work that exceeds eight (8) hours a day and to avoid scheduling any work on Saturdays, Sundays, and holidays. Therefore, the lowest responsive, responsible contractor shall be determined by the hourly billing rate bid exclusive of contractor's the overtime rate.

10.2 In the event that the owner asks the Contractor to work after hours, the allowance of a time and a half rate charge and/or double time rate charge will be in accordance with the following schedule:

1 ½ times the hourly rate bid for:

- All hours in excess of eight (8) per day, Monday through Friday and all hours on Sat.

2 times the hourly rate bid for:

- All hours on Sundays and Holidays.

10.3 The owner shall not pay for overtime work except in the case of an emergency service call, and where authorized by the owner's Department of Public Works or designees.

11.0 SPECIFIC CONDITIONS

The purpose of this bid is to engage a competent firm having the required manpower, equipment, abilities and certifications to test and service any of the Borough facilities electrical systems including, but not limited to:

11.1.1 Light structures

11.1.2 Electrical outlets.

11.1.3 Electrical appliances.

11.1.4 Underground electrical wiring.

11.1.5 Trouble shoot electrical problems at Borough owned properties/facilities.

Not included in this service contract are:

Irrigation systems

Wells and appurtenances

**BOROUGH OF MIDDLESEX
BID DOCUMENT CHECKLIST**

**Required
With
Bid**

**Read, Signed
& Submitted
Bidder's Initial**

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID

- Stockholder Disclosure Certification _____
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) _____
- Required Evidence EEO/Affirmative Action Regulations Questionnaire _____
- Non-Collusion Affidavit _____
- Bid Guarantee (bid bond or certified/cashier's check) _____
- (with Power of Attorney for full amount of Bid Bond) _____
- Consent of Surety (Certificate from Surety company) _____
- Surety Disclosure Statement and Certification _____
- Performance Bond _____
- Labor and Material (Payment) Bond _____
- Maintenance Bond _____

B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED

- Business Registration Certificate – Bidder – Prefer with Bid Response. Required by Law prior to award of contract _____
- Business Registration Certificate – Designated Subcontractor(s) – Prefer with Bid Response. Required by Law prior to award of contract _____
- Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid) _____
- Disclosure of Investment Activities in Iran- submit with bid response _____
- License(s) or Certification(s) Required by the Specifications _____

C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION

- Three (3) references for similar projects _____
- Authorization for Background Check _____
- Catalog/Price List _____
- Product Samples _____
- Certification of Available Equipment _____
- Other: CD or USB flash drive with PDF of Bid Response along w/Printed Copies (ref page 1) _____
- CD and/or USB flash drive must be labeled with the bidder's name _____
- Other: _____

D. READ ONLY

Americans With Disability Act of 1990 Language _____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

**BOROUGH OF MIDDLESEX
BID PROPOSAL FORM/SIGNATURE PAGE**

TO THE BOROUGH OF MIDDLESEX:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

Type of Service	Year One Hourly Rate	Year Two Hourly Rate
Electrical Services Regular Time	\$ _____	\$ _____
Overtime (As Specified in Section 10)	\$ _____	\$ _____
Repair Part % discount off MSRP	_____ %	_____ %

The undersigned is a _____ (Corporation)
 _____ (Partnership) under the laws of the State of _____ having its
 _____ (Individual)

Principal office at _____

 Company

 Federal I.D. # or Social Security #

 Address

 Signature of Authorized Agent

 Type or Print Name

 Title of Authorized Agent

 Date

 Telephone Number

 Email Address

 Fax Number

BOROUGH OF MIDDLESEX
OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____ | |

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

- I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

**BOROUGH OF MIDDLESEX
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____

in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the 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 Borough of Middlesex relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(N.J.S.A. 52:34-15)

Subscribed and sworn to

Before me this _____ day

Of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

EXHIBIT A
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders shall submit evidence of appropriate affirmative action compliance to the Borough and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Borough files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Borough, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Borough and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photo static copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Borough as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photo static copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Borough. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 et seq.
GOODS, GENGERAL SERVICES, AND PROFESSIONAL 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 Borough 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).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1.1 et seq.**

Initials _____

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

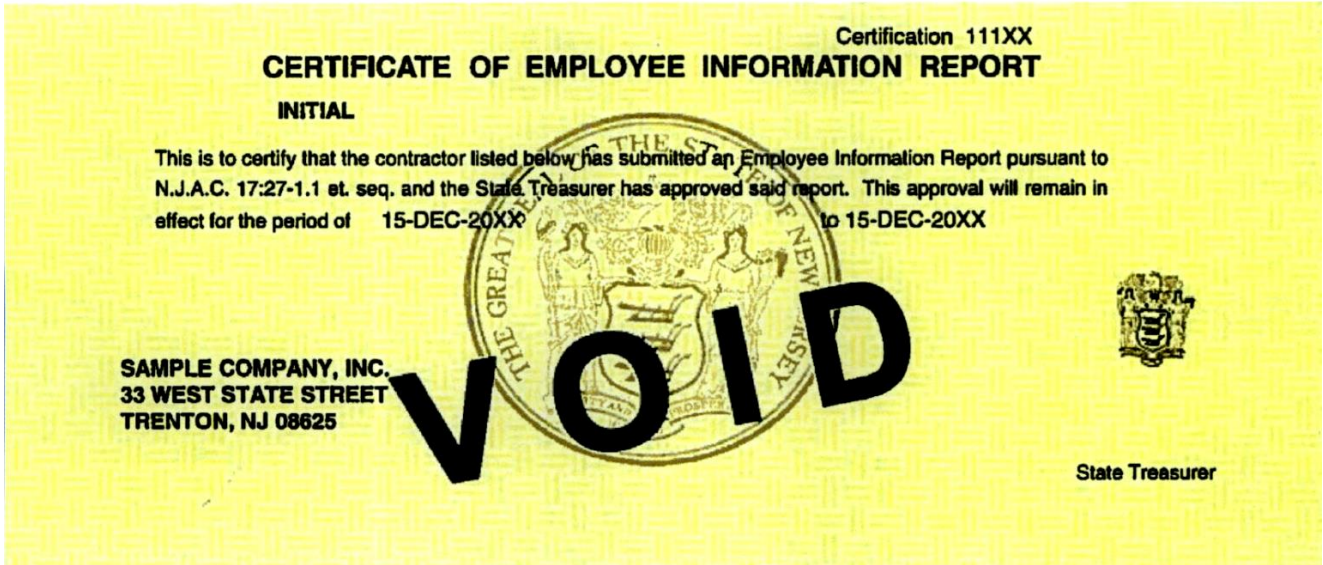


EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

Exhibit B (con't)

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

- (i) The contractor or subcontractor shall interview the referred minority or women worker.
- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ

Exhibit B (con't)

women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-quested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27-1.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

BOROUGH OF MIDDLESEX

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

BOROUGH OF MIDDLESEX

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330


ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04

EFFECTIVE DATE: 01/01/01

FORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

BOROUGH OF MIDDLESEX

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID/RFP/Solicitation Number: _____

Bidder/Offeror: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder’s proposal non-responsive. If the Director 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.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is 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”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

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

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

BOROUGH OF MIDDLESEX

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No Addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____