

**BOROUGH OF METUCHEN**

**COUNTY OF MIDDLESEX**

**STATE OF NEW JERSEY**

**BID SPECIFICATIONS FOR  
2023 FIRE APPARATUS SERVICE AND REPAIR**

**SEALED PROPOSALS MUST BE RECEIVED AT:**

**Borough of Metuchen**

**Attention: Deborah Zupan, Municipal Clerk**

**500 Main Street**

**Metuchen, NJ 08840**

**BY**

**April 25, 2023**

**2:00 PM**

**BOROUGH OF METUCHEN  
 BID SPECIFICATIONS FOR  
 2023 FIRE APPARATUS SERVICE AND REPAIR  
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**ADVERTISEMENT**  
**NOTICE TO BIDDERS**  
**BID SPECIFICATIONS FOR 2023 FIRE APPARATUS SERVICE AND REPAIR**

Notice is hereby given that sealed bids will be received by the Borough of Metuchen in the County of Middlesex, New Jersey for 2023 Fire Apparatus Maintenance and Service. Bids will be opened and read in public by the Borough Clerk and QPA, 500 Main Street, Metuchen, New Jersey, 08840 on **April 25, 2023 at 2:00 P.M.** prevailing time.

The Bid Proposal Documents shall be delivered to the Borough Clerk, Municipal Building, 500 Main Street, Metuchen, New Jersey 08840 by **2:00 P.M. prevailing time on April 25, 2023.** **Bidders are reminded that proposals shall be enclosed in a sealed opaque envelope and the outside of the envelope shall bear the name, address, and email address of the bidder as well as the indication what the bid is for specifically.** The Borough shall not be responsible for bids mismailed, misdelivered, or misdirected. Bidders are responsible for the timely delivery of their proposal and no bid shall be accepted after the public call for receiving bids. Proposals received after the date and time specified herein will be returned unopened to the bidder. The Borough assumes no responsibility for Proposals that are improperly mailed, misdirected or which arrive late.

Request for Proposal Documents (“Bid Documents”) for the proposed scope of services being sought are available with the Borough Clerk, 500 Main Street, Metuchen, New Jersey 08840 and may be inspected or received by prospective vendors during regular business hours, 8:00 AM to 4:00 PM, or requested via email at [dzupan@metuchen.com](mailto:dzupan@metuchen.com). Prospective Vendors will be furnished with a copy of the bid Documents upon proper written request or in person request.

Bids must be submitted on the provided proposal forms and be accompanied by certified check, cashier’s check or bid bond drawn to the order of the “Borough of Metuchen” for not less than Ten Percent (10%) of the amount of the bid, but in no case in excess of Twenty Thousand Dollars (\$20,000.00). Bid securities shall comply with N.J.S.A. 40A:11-21.

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 Borough website from now through the bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The contract will be awarded to the highest scoring, most qualified and responsible Vendor.

Proposed Vendors are required to comply with the current requirements of N.J.S.A 10:5-31, *N.J.A.C. 17:27*, *N.J.A.C. 5:34-1* and *N.J.S.A. 34:11-56.25 et. seq.* (P.L. 1963, c. 150, Prevailing Wages)

Deborah Zupan, 500 Main Street, Metuchen, New Jersey 08840  
Publication Date:

## **INSTRUCTIONS TO BIDDERS**

### **THE BID**

The Borough of Metuchen is soliciting bid proposals for FIRE APPARATUS SERVICE AND REPAIR in accordance with the terms of these Bid Specifications and **N.J.A.C. 7:26H-6 et seq.**

### **INTERPRETATIONS AND ADDENDA**

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be posted on the Borough website and published in the official newspaper of the Borough of Metuchen. Requests for clarification or information must be in writing from the Contractor and directed to Melissa Perilstein, Borough Administrator, 500 Main Street, Metuchen Borough, [mperilstein@metuchen.com](mailto:mperilstein@metuchen.com), by April 14, 2023 to be given consideration.. No interpretation of the meaning of the specifications will be made to any vendor orally. Every request for such interpretation should be made in writing to the Borough QPA **and** Borough Administrator. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. All addenda so issued shall become part of the contract document.

### **BID OPENING**

All bid proposals will be publicly opened and read by the Borough Clerk and QPA at 500 Main Street, Metuchen, NJ. 08840 on April 25, 2023 at 2:00 PM. Bids must be delivered by hand or by mail to the Borough Clerk no later than April 25, 2023 by 2:00 PM. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

### **DOCUMENTS TO BE SUBMITTED**

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. Statement of bidder's qualifications, experience, and financial ability
2. Bid Proposal
3. Bidder's Questionnaire
4. Acknowledgement of Receipt of Addenda
5. Non-Collusion Affidavit
6. Ownership Disclosure Certification
7. New Jersey Business Registration Certificate
8. Mandatory Equal Employment Opportunity Language
9. Affirmative Action Affidavit New Jersey Employee Information Certificate
10. Americans with Disabilities Act of 1990
11. C. 271 Political Disclosure Statement
12. Combined Certification: Prohibited Activities in Russia and Belarus & Investment Activities in Iran
13. Federal Non-Debarment Certification

14. Completed W-9
15. Certificate(s) of Insurance
16. Signed Form of Agreement
17. Bidder's Return Documents Checklist
18. Certificates of training regarding aerial specific certification
19. Bid Security

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

### **DEFINITIONS**

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Contract" means the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.

"Contract administrator" is the person authorized by the contracting unit to procure and administer contracts for Fire Apparatus Service and Repair.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the lowest responsible bidder to whom award of the contract shall be made.

"Governing body" means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.A.C. 40A:11-2.

"Holiday" means a regularly scheduled holiday on which the Borough is closed.

"Legal newspaper" means the Home News Tribune and/or Star Ledger.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

## **BID SUBMISSION REQUIREMENTS**

### **BID PROPOSAL**

A. Each document in the bid proposal must be properly completed in accordance with **N.J.A.C. 7:26H-6.5**. No bidder shall submit the requested information on any form other than those provided in these bid specifications.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Metuchen in the advertisement for bids.

C. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer.
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:

a. The authorization is made in writing by a person described in sections 1 and 2 above; and

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. The Borough Council shall award the contract to the bidder whose is the lowest responsible bidder.

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

### **EXCEPTIONS TO THE BID SPECIFICATIONS**

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Borough Council.

### **"OR EQUAL" SUBSTITUTIONS**

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Borough Council.



## **LAWS AND REGULATIONS**

The successful vendor is required to keep itself informed of and to comply with all applicable Federal, State and Local laws and rules and regulations of all authorities having jurisdiction over the subject matter of the contract. If applicable, the successful respondent shall also be responsible for securing and paying for all permits, governmental fees, and licenses necessary for the proper execution and completion of the work required by the Contract.

## **POST-AWARD SUBMITTALS**

The successful vendor shall provide its Post-Award Submittals, including all Contract Forms, all required insurance, (all of the above dated and fully effective simultaneous with the date of the Agreement); and a list of key personnel, including, business, mobile and emergency telephone, and fax information, as and when required by the Borough.

## **FALSE MATERIAL REPRESENTATION - N.J.S.A 2C:21-34-97(B)**

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

## **CONFLICT OF INTEREST AND NON-COLLUSION**

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity, or government entity in connection with the above-named project.

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a **Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.**

## **NO ASSIGNMENT OF BID**

The bidder may not assign, sell, transfer, or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Metuchen agrees to the assignment or other

disposition. No such assignment of disposition shall become effective without the written approval of the Borough of Metuchen.

### **AWARD OF CONTRACT**

#### **GENERALLY**

A. The Borough Council shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough Council's decision, in writing, by regular mail.

B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.

C. The Borough Council reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough Council rejects all bids, the Borough of Metuchen shall publish a notice of re-bid no later than ten days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids.

### **NOTICE OF AWARD AND EXECUTION OF CONTRACT**

Within fourteen calendar days of the award of the contract, the Borough of Metuchen shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, The Business Registration Document, the Political Contribution Disclosure Form, and the Appropriate Affirmative Action Documentation. Failure to deliver the aforementioned documents as specified in the notice award shall be cause for the Borough of Metuchen to declare the contractor non-responsive and to award the contract to the next lowest bidder.

### **RESPONSIBLE BIDDER**

The Borough of Metuchen shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

### **AFFIRMATIVE ACTION REQUIREMENTS**

A. If awarded a contract; the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

B. Within seven days after receipt of notification of the Borough Council's intent to award any contract the contractor must submit one of the following to the contracting unit:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.

2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.

3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

C. If the Contractor does not submit the affirmative action document within the required time period the Borough of Metuchen may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Metuchen to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

**ERRORS IN PRICE CALCULATION** Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the BOROUGH COUNCIL may not award a contract until all tabulations are complete.

### **FORM OF CONTRACT**

If applicable, a contract will be entered substantially similar to the attached Form of Agreement which shall incorporate all terms, conditions and requirements of the Bid Specifications. Proposed bidders shall review the contents of the proposed form of Contract. By submission of its proposal, Bidder accepts all terms and conditions contained in the proposed form of Agreement.

### **TERM OF CONTRACT**

The contract term shall be a period of one year from the date of commencement and the Borough shall have the option to extend the term for an additional period of one year pursuant to *N.J.S.A. 40A:11-15*.

### **WORK SPECIFICATIONS**

The Contractor shall provide service for this specification to be awarded by the Borough Council. The Contractor shall provide FIRE APPARATUS SERVICE AND REPAIR as described.

## **INVOICE AND PAYMENT PROCEDURE**

A. The Contractor shall submit all invoices in accordance with the requirements of this section.

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Metuchen for the preceding calendar month (the "Billing Month").

B. The Borough of Metuchen shall pay all invoices within 30 days of receipt as long as the Contractor has submitted their invoices in the first seven days of the month. The Borough of Metuchen will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Metuchen shall have 30 days from the date of receipt of the corrected invoice to make payment.

## **COMPETENCE OF EMPLOYEES**

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent, the Borough of Metuchen shall notify the contractor and specify how the employee is incompetent and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary.

## **SUPERVISION OF EMPLOYEES**

The Contractor shall employ a Supervisor who shall have full authority to act for the Contractor. The Contractor shall notify the Fire Department, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Fire Department, in writing, of any changes.

## **INSURANCE REQUIREMENTS**

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Borough of Metuchen as an Additional Named insured indemnifying the Borough of Metuchen with respect to the Contractor's actions pursuant to the Contract.

**Scope:** Medium Maintenance/Repair, Small Renovation/Construction, Medium Services

### **Insurance Coverages**

1. Commercial General Liability: \$5,000,000 Each Occurrence / \$5,000,000 Aggregate
  - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
  - b. Completed Operations must be included
2. Business Automobile Liability: \$1,000,000 combined single limit any one accident
  - a. All owned, hired, or non-owned automobiles used in connection with this agreement
3. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
  - a. Must not contain cyber, privacy or network-related exclusions
4. Workers' Compensation: Statutory

5. Employers' Liability: \$1,000,000
6. 6. Crime: \$1,000,000
  - a. Must include Employee Theft and Client Coverage
7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate

### **CERTIFICATES**

Upon notification by the Borough of Metuchen, the lowest responsible bidder shall supply to the Contract Administrator, upon signing, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

### **INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Borough of Metuchen from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Metuchen on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

In case of default by the successful bidder, the Borough may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

### **STATUTORY AND OTHER REQUIREMENTS**

#### **MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

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. The following information summarizes the full, required regulatory text, which is included as Exhibit B of this bid specification and should be acknowledged and returned with the Bid Proposal Forms.

Each contractor shall submit to the Borough of Metuchen, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- ii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27. After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project

workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with *N.J.A.C. 17:27-7*.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

**Bidder shall complete and submit with its Bid Submission Exhibit B acknowledging the Mandatory Affirmative Action Language.**

**AMERICANS WITH DISABILITIES ACT OF 1990**

The Contractor and the Borough, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated 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 will be in strict compliance with the Act.

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 as Exhibit B of 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 Borough harmless. **Bidder shall acknowledge their ADA requirements and return a completed Exhibit C with the Bid Proposal Forms.**

**BID SECURITY**

All Bidders are required to submit a Bid Security with their bids. The Bid Security shall be in the amount of ten percent (10%) of the Bid, but not in excess of Twenty Thousand Dollars (\$20,000.00), and payable to the order of the “Borough of Metuchen.”

If providing a Bid Bond, such bidders must also provide a Power of Attorney for the Attorney-In-Fact who issues the Bond, which document must be currently dated and valid for the entire amount of the Bond. Bid Securities shall comply with *N.J.S.A. 40A:11-21*.

All Bid Securities, except the security of the three (3) apparent lowest responsible Bidders, shall, if requested, be returned after ten (10) days from the opening of bids (Saturdays, Sundays, and holidays excepted), and the bids of such Bidders shall be considered as withdrawn. Within three (3) days after the awarding of the contract and the approval of the

Contractor's performance bond and payment bond, the Bid Security of the remaining unsuccessful Bidders shall be returned to them forthwith (Saturdays, Sundays, and holidays excepted).

If the bid is not accepted within sixty (60) days after the date of opening of bids, or any extension of time thereafter, as may be agreed by the Borough and the Bidders, or if the Bidder executes the Contract, the Bid Security will be returned to the Bidder.

No interest will be allowed on the Bid Security deposits.

### **BONDING ATTORNEYS**

Attorneys-in-fact, who sign bonds, shall file with each bond, a certified and effectively dated copy of their power of attorney.

### **OWNERSHIP DISCLOSURE N.J.S.A. 52:25-24.2 (P.L. 1977 C.33)**

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own 10% (ten percent) or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10% (ten percent) ownership, has been listed. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Bidder shall submit further disclosures for such entity pursuant to the law.

The included State of Ownership shall be completed and attached to the bid proposal.

**Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

### **PROOF OF BUSINESS REGISTRATION**

**N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal.** Proof of registration shall be a copy of the bidder's valid Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

A. The contractor shall provide written notice to its subcontractors and suppliers and is responsible for submitting subcontractor business registration certificate.

B. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used

C. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

#### **NON- COLLUSION AFFIDAVIT**

The Bidder shall submit with its bid, a statement of non-collusion with verbiage similar to that on the “Sample Non-Collusion Affidavit.”

#### **COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN**

Pursuant to *N.J.S.A. 52:32-5*, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Borough finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

#### **RECORD MAINTENANCE**

Pursuant to *N.J.A.C. 17:44-2.2*, 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 made available to the New Jersey Office of the State Comptroller upon request.



## **NEW JERSEY PAY-TO-PLAY REQUIREMENTS**

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](http://www.elec.state.nj.us). Bidders shall provide a list of political contributions on the attached forms with their bid – Pay to Play Political Contribution Disclosure Statement.

## **W-9**

Proposed Bidders shall complete and execute a W-9 Form with its proposal. A copy of the W-9 Form is attached hereto and is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## **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 to be covered by any contract resulting from this bid.

## **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 [https://www.nj.gov/labor/wagehour/wagerate/wage\\_rates.html](https://www.nj.gov/labor/wagehour/wagerate/wage_rates.html).

**FEDERAL NON-DEBARMENT CERTIFICATION N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)**

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form provided, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

## **REQUIRED DOCUMENTS AND FORMS**

- A. Statement of bidder's qualifications, experience, and financial ability
- B. Bid Proposal
- C. Bidder's Questionnaire
- D. Acknowledgment of receipt of addenda
- E. Non-Collusion Affidavit
- F. Statement of Ownership (Ownership Disclosure Certification)
- G. New Jersey Business Registration Certificate – Attach valid NJ BRC
- H. Mandatory Equal Employment Opportunity Language
- I. Affirmative Action Affidavit – Attach valid New Jersey Employee Information Certificate
- J. Americans with Disabilities Act of 1990
- K. C 271 Political Contribution Disclosure Form
- L. Combined Certification: Prohibited Activities in Russia and Belarus & Investment Activities in Iran
- M. Federal Non-Debarment Certification
- N. Completed W-9
- O. Reviewed Insurance Requirements
- P. Reviewed Form of Contract
- Q. Bidder's Return Documents Checklist
- R. Certificates of training regarding aerial specific certification
- S. Bid Security
- Exhibit A Apparatus Service and Repair Requirements
- Exhibit B Technical Qualification and Certification Requirements – ASE, EVT & NAEVT
- Exhibit C Chassis Service Requirements
- Exhibit D Pump Service Requirements
- Exhibit E Aerial Ladder Maintenance - Attached are the required maintenance pages 4-1 through 4-15 from the Pierce Mid-Mount Ladder Operations & Maintenance Manual specific to the Departments current Pierce Arrow designated as Ladder 5 – SEPARATE PDF DOCUMENT

**FORM A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY**  
**AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF \_\_\_\_\_ }SS: **2023 FIRE APPARATUS SERVICE AND REPAIR**

I, \_\_\_\_\_, am the \_\_\_\_\_  
[NAME OF AFFIANT] [IDENTIFY RELATIONSHIP TO BIDDER: OWNER,  
\_\_\_\_\_ of the \_\_\_\_\_, and being  
PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER] [NAME OF BIDDER]

duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough Council to award to \_\_\_\_\_ the contract for **2023 FIRE APPARATUS SERVICE AND REPAIR**  
[NAME OF BIDDER]

in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the Borough of Metuchen will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the Borough Council may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Borough of Metuchen, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Metuchen with any information necessary to verify the answers given.

\_\_\_\_\_  
**Name of Firm or Individual**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

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

Subscribed and sworn to before me this

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

Notary Public of

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

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

**FORM B**

**BIDDER'S PROPOSAL FORM**

**2023 FIRE APPARATUS SERVICE AND REPAIR**

Submitted to: Melissa Perilstein, Borough Administrator  
Borough of Metuchen  
500 Main Street  
Metuchen, New Jersey 08840  
Email: [mperilstein@metuchen.com](mailto:mperilstein@metuchen.com)  
Phone: (732) 632-8509

Proposal of: \_\_\_\_\_  
(Name of Contractor)

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

Phone/Fax/Email: \_\_\_\_\_

**This proposal is submitted in accordance with your invitation to bid for the Contract Work at: Metuchen, NJ – Fire Apparatus Service and Repair.**

**The undersigned, having examined carefully the Bid Proposal, The General Conditions, Scope of Work, and Technical Specifications including all related bulletins and/or addenda promulgated together with any and all other documents and/or material bound therewith (all of the foregoing collectively being referred to in this proposal as the :Contract Documents”), and having examined carefully the vehicles upon which the work is to be performed and having become familiar, by the investigation, with the various conditions which may affect the performance of the work, agree to furnish all materials, to perform all labor, to furnish all equipment, and otherwise to do all things necessary to complete, in a competent and professional manner, the Contract Work, in strict accordance with the Contract Documents, to your complete satisfaction and acceptance for work covered for the following costs:**

I (We), agree that I (we) have read the Advertisement, together with the Instructions, Proposal Form and Specifications, attached hereto and fully understand the meaning of all of them and if awarded the contract, agree that I (we) will comply with all the terms, covenants and agreements set forth therein.

I (We) agree to receive as full compensation for furnishing Fire Apparatus Repair and Maintenance Service including materials, labor, tools and/or equipment called for under these specifications complete and in every detail for the following prices:

Repair and Maintenance Service for the Borough of Metuchen Fire Department Apparatus

1. Repair Labor Hourly Rate, Standard \$ \_\_\_\_\_ per hour

Written Amount \$ \_\_\_\_\_

2. Repair Labor Hourly Rate, Overtime \$ \_\_\_\_\_ per hour

Written Amount \$ \_\_\_\_\_

**FORM B\_(CONTINUED)**

**2023 FIRE APPARATUS SERVICE AND REPAIR**

3. Annual Preventative Maintenance Chassis Service Hourly Rate \$ \_\_\_\_\_ per hour

Written Amount \$ \_\_\_\_\_

4. Annual Pump Service Hourly Rate \$ \_\_\_\_\_ per hour

Written Amount \$ \_\_\_\_\_

5. Annual Aerial Ladder Preventative Maintenance Hourly Rate \$ \_\_\_\_\_ per hour

Written Amount \$ \_\_\_\_\_

6. Percentage Markup for Parts above Dealer Cost \_\_\_\_\_ %

The undersigned is a (Partnership / Corporation / Individual) under the laws of the State of New Jersey having its principal office at;

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

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

\_\_\_\_\_

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

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

Email address: \_\_\_\_\_

Federal I.D.# or S.S.#: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Agent

Type or Print Name

Date of Proposal \_\_\_\_\_

## FORM C

### BIDDER'S QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for Fire Apparatus Service and Repair for the Borough of Metuchen. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the BOROUGH COUNCIL under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the BOROUGH COUNCIL in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.

**FORM C (CONTINUED)**  
**BIDDER'S QUESTIONNAIRE**

7. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address, and phone number of the lessor. If the equipment is to be purchased, provide the name, address, and phone number of the seller.
  
8. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
  
9. List the name and address of three credit or bank references.
  
10. Names and dates of employees with certificates of training regarding aerial specific certification (Attach)
  
10. Additional remarks.

---

Name of Bidder



**FORM D**

**ACKNOWLEDGEMENT OF ADDENDA**

The Proposer acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of quoting and agrees that said Addenda shall become a part of this contract. The proposer shall list below the numbers and issuing dates of the Addenda.

<u>Addenda No.</u>	<u>Issuing Date(s)</u>
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**FORM E**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the  
Company/Provider (“Company”) making the Proposal for the project or service set forth herein, and that I executed  
the said Proposal with full authority to do so; that said Company 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; that said Company or its employees has not bribed or attempted to bribe  
or influence in any way, including the provision of gifts and services, any officer or employee of the Borough in an  
attempt to influence the awarding of the subject contract; and that all statements contained in said Proposal and in  
this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth  
of 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 the Company. (N.J.S.A. 52:34-  
15)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

(Seal) Notary Public of New Jersey/

Specify Other State (\_\_\_\_\_)

My commission expires \_\_\_\_\_, 20\_\_\_\_.

The above information is true and correct.

to the best of my knowledge.

Company’s Authorized Representative:

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

(Printed/Typed)

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

(Printed/Typed)

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

**FORM F**

**STATEMENT OF OWNERSHIP  
(OWNERSHIP DISCLOSURE CERTIFICATION)**

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

**This Statement Shall Be Included with  
All Bid and Proposal Submissions**

**Name of Business:** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed, and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal.**

**Part I**

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

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership  Limited Partnership  Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)  Other (be specific):  
\_\_\_\_\_

**Part II**

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**OR**

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

*OR*

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

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

**AND**

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

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

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

(Notary Public)

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name of affiant and title if applicable)

My Commission expires:

(Corporate Seal if a corporation)

**FORM G**

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS (INFORMATIONAL)**

**New Jersey Business Registration Requirements**

The contractor will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or will attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g)(3)] will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, will be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**To register:** Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
- Call the Division at 800-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Company Name	Date
Signature	Title
Printed Name	

**ATTACH VALID NJ BUSINESS REGISTRATION CERTIFICATE TO THIS PAGE**

**FORM H**

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**FORM I**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

**ATTACH VALID NJ EMPLOYEE INFORMATION CERTIFICATE TO FORM J**

This form is a summary of the successful Contractor’s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Contractor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A copy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A copy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal 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. 17:27-1 et seq.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name/Title

**FORM J**

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

The Contractor and the Borough, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated 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 will 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 will defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor will 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 will, 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 will satisfy and discharge the same at its own expense.

The owner will, 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 will* 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 will in no way limit the Contractor's obligations assumed in this Agreement, nor will 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.

By signing below the contractor agrees that they will comply with the AMERICANS WITH DISABILITIES ACT OF 1990:

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## FORM K

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J. S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12

months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instructions to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM (CONTINUED)

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM (CONTINUED)**

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

**Part I - Vendor Information**

Vendor Name:			
Address:			
Cit :		State:	Zi

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	_____	_____
Signature	Printed Name	Title

**PART II — CONTRIBUTION DISCLOSURE**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount


[3 Check here if the information is continued on subsequent page(s)

**N.J.S.A. 19:44A-3(s):** "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65

. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name: Middlesex**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 12, 14, 16, 17, 18, 19, & 22

State Senator and two members of the General Assembly per district.

County:

County Commissioners    County Clerk                      Sheriff                      Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Carteret Borough  
Cranbury Township  
Dunellen Borough  
East Brunswick Township  
Edison Township  
Helmetta Borough  
Highland Park Borough  
Jamesburg Borough  
Metuchen Borough  
Middlesex Borough  
Milltown Borough  
Monroe Township  
New Brunswick City  
North Brunswick Township  
Old Bridge Township  
Perth Amboy City  
Piscataway Township  
Plainsboro Township  
Sayreville Borough  
South Amboy City  
South Brunswick Township  
South Plainfield Borough  
South River Borough  
Spotswood Borough  
Woodbridge Township

Boards of Education (Members of the Board):

Carteret Borough  
Cranbury Township  
Dunellen Borough  
East Brunswick Township  
Edison Township  
Helmetta Borough  
Highland Park Borough  
Jamesburg Borough

Metuchen Borough  
Boards of Education (Members of the Board) Continued)

Middlesex Borough  
Milltown Borough  
Monroe Township  
North Brunswick Township  
Old Bridge Township  
Perth Amboy City  
Piscataway Township  
Sayreville Borough  
South Amboy City  
South Brunswick Township  
South Plainfield Borough  
South River Borough  
Spotswood Borough  
West Windsor-Plainsboro Regional  
Woodbridge Township  
Fire Districts (Board of Fire Commissioners):

East Brunswick Township Fire District No. 1  
East Brunswick Township Fire District No. 2  
East Brunswick Township Fire District No. 3  
Jamesburg Borough Fire District No. 1  
Monroe Township Fire District No. 1  
Monroe Township Fire District No. 2  
Monroe Township Fire District No. 3  
Old Bridge Township Fire District No. 1  
Old Bridge Township Fire District No. 2  
Old Bridge Township Fire District No. 3  
Old Bridge Township Fire District No. 4  
Piscataway Township Fire District No. 1  
Piscataway Township Fire District No. 2  
Piscataway Township Fire District No. 3  
Piscataway Township Fire District No. 4  
Plainsboro Township Fire District No. 1  
South Brunswick Township Fire District No 1  
South Brunswick Township Fire District No 2  
South Brunswick Township Fire District No 3  
Woodbridge Township Fire District No. 1  
Woodbridge Township Fire District No. 2  
Woodbridge Township Fire District No. 4  
Woodbridge Township Fire District No. 5  
Woodbridge Township Fire District No. 7  
Woodbridge Township Fire District No. 8  
Woodbridge Township Fire District No. 9  
Woodbridge Township Fire District No. 10  
Woodbridge Township Fire District No. 11  
Woodbridge Township Fire District No. 12

**FORM L**

**COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN**

STANDARD BID DOCUMENT REFERENCE						
<b>Name of Form</b>	<b>COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS &amp; INVESTMENT ACTIVITIES IN IRAN</b>					
<b>Statutory Reference</b>	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
<b>Applicability</b>		<b>Y/N</b>		<b>Mandatory</b>	<b>Optional</b>	<b>N/A</b>
	<b>LPCL</b>	<b>Y</b>	Goods and Services	<b>X</b>		
	<b>PSCL</b>	<b>Y</b>	Construction			<b>X</b>
<b>Instructions Reference</b>						
<b>Description</b>	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("<a href="#">Russia-Belarus list</a>") or in Iran pursuant to P.L. 2012, c. 25 ("<a href="#">Chapter 25 list</a>").</p>					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

## Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	
------------------	--

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

**CONTRACT AWARDS AND RENEWALS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the **Borough of Metuchen** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Borough of Metuchen** to notify the **Borough of Metuchen** 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. 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 Metuchen** and that the **Borough of Metuchen** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

**FORM M**

**FEDERAL NON-DEBARMENT CERTIFICATION**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
Name of Form:	<b>FEDERAL NON-DEBARMENT CERTIFICATION</b>
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

**Summary of the Certification Requirements under N.J.S.A. 52:32-44.1**

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**  
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

<b>PART I: VENDOR INFORMATION</b>	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	



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

**PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization**

I hereby certify that the **individual or organization listed above in Part I** is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ***Borough of Metuchen*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by ***the Borough of Metuchen*** to notify the ***Borough of Metuchen*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the ***Borough of Metuchen***, permitting the ***Borough of Metuchen*** to declare any contract(s) resulting from this certification void and unenforceable.

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

**PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**

**Section A (Check the Box that applies)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	

<b>Physical Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
<b>Section B (Skip if no Business entity is listed in Section A above)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Physical Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
<b>Section C – Part III Certification</b>	
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity _____ . I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b><i>Borough of Metuchen</i></b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award <b><i>Borough of Metuchen</i></b> to notify the <b><i>Borough of Metuchen</i></b> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b><i>Borough of Metuchen</i></b>, permitting <b><i>Borough of Metuchen</i></b> to declare any contract(s) resulting from this certification void and unenforceable.</p>	

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

<b>Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities</b>	
<b>Section A</b>	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Physical Address
**Add additional sheets if necessary**	
<b>OR</b>	
<input type="checkbox"/>	The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

**Add additional Sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Metuchen</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>Borough of Metuchen</i> to notify the <i>Borough of Metuchen</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i>Borough of Metuchen</i>, permitting the <i>Borough of Metuchen</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**PROPOSAL FORM – N**

Attach completed

**W-9**

## FORM O

### INSURANCE REQUIREMENTS

Insurance Requirements for most Contracts Vendor shall procure and maintain while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the Borough, with limits not less than those shown below. A Certificate of Insurance shall be filed with the Borough prior to commencement of the work. a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, personal aggregate. The Borough its officers, officials, employees, agents, and volunteers shall be included as an additional insured. b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent. c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease. Coverage on Primary and Non-contributory Basis: The Certificate of Insurance should indicate that all insurance coverages will be provided on a primary and non-contributory basis to the Borough/Township/City, its officers, officials, employees, agents, and volunteers. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity. Special Risks or Circumstances: The Borough/Township/City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurance, coverage, or other special circumstances.

**PROVIDER** shall make effective the following minimum insurances and follow all provisions, at its own expense, prior to commencement of the services in this agreement. Such insurance requirements shall apply to **PROVIDER** and any sub-providers of **PROVIDER**.

#### Group 1 (Small)

##### SCOPE: MAINTENANCE, REPAIR, SMALL SERVICES, USE OF PREMISES

###### Insurance Coverages

1. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate
  - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
  - b. Completed Operations must be included
2. Business Automobile Liability: \$1,000,000 combined single limit any one accident
  - a. All owned, hired, or non-owned automobiles used in connection with this agreement
3. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
  - a. Must not contain cyber, privacy or network-related exclusions
4. Workers' Compensation: Statutory
5. Employers' Liability: \$1,000,000
6. 6. Crime: \$1,000,000
  - a. Must include Employee Theft and Client Coverage
7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate

#### Group 2 (Medium)

##### SCOPE: MEDIUM MAINTENANCE/REPAIR, SMALL RENOVATION/CONSTRUCTION, MEDIUM SERVICES

###### Insurance Coverages

8. Commercial General Liability: \$5,000,000 Each Occurrence / \$5,000,000 Aggregate
  - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included

- b. Completed Operations must be included
- 9. Business Automobile Liability: \$1,000,000 combined single limit any one accident
  - a. All owned, hired, or non-owned automobiles used in connection with this agreement
- 10. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
  - a. Must not contain cyber, privacy or network-related exclusions
- 11. Workers' Compensation: Statutory
- 12. Employers' Liability: \$1,000,000
- 13. 6. Crime: \$1,000,000
  - a. Must include Employee Theft and Client Coverage
- 7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate

### GROUP 3 (LARGER)

SCOPE: RENOVATION, CONSTRUCTION, SIGNIFICANT SERVICE AGREEMENTS, MEL FIREWORK/MECHANICAL AMUSEMENT RIDE REQUIREMENTS, MEL PUBLIC ENTITY SHARED SERVICES GUIDELINES

#### Insurance Coverages

- 1. Commercial General Liability: \$5,000,000 Each Occurrence / \$5,000,000 Aggregate
  - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
  - b. Completed Operations must be included
- 2. Business Automobile Liability: \$5,000,000 combined single limit any one accident
  - a. All owned, hired, or non-owned automobiles used in connection with this agreement
- 3. Professional Liability/Errors & Omissions Liability: \$5,000,000 each claim / \$5,000,000 annual aggregate
  - a. Must not contain cyber, privacy or network-related exclusions
- 4. Workers' Compensation: Statutory
- 5. Employers' Liability: \$1,000,000 6. Crime: \$1,000,000
  - a. Must include Employee Theft and Client Coverage
- 7. Environmental Liability: \$5,000,000 Each Act / \$5,000,000 Aggregate
- 8. Cyber Liability: \$3,000,000 Each Claim / \$3,000,000 Aggregate

### GROUP 4 (LARGE)

SCOPE: LARGE PROJECTS, LARGE AGREEMENTS

#### Insurance Coverages

- 1. Commercial General Liability: \$10,000,000 Each Occurrence / \$10,000,000 Aggregate
  - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
  - b. Completed Operations must be included
- 2. Business Automobile Liability: \$5,000,000 combined single limit any one accident
  - a. All owned, hired, or non-owned automobiles used in connection with this agreement
- 3. Professional Liability/Errors & Omissions Liability: \$10,000,000 each claim / \$10,000,000 annual aggregate
  - a. Must not contain cyber, privacy or network-related exclusions
- 4. Workers' Compensation: Statutory
- 5. Employers' Liability: \$1,000,000 6. Crime: \$5,000,000

- a. Must include Employee Theft and Client Coverage
- 8. Environmental Liability: \$10,000,000 Each Act / \$10,000,000 Aggregate
- 9. Cyber Liability: \$5,000,000 Each Claim / \$5,000,000 Aggregate

#### ADDITIONAL INSURANCE PROVISIONS

- Any combination of primary and umbrella/excess policies may be used to satisfy the limits. All below provisions shall also apply to the umbrella/excess policies for such coverages listed below.
- All coverages shall remain in effect for the life of the agreement and for three (3) years thereafter. As respects any claims-made coverages, any combination of renewal policies and extended reporting periods may be used to satisfy such time period; however, no extended reporting period shall be effected for the work under this agreement until the last work has been completed.
- Any retroactive dates, or the similar, must be no later than the effective date of this agreement.
- All insurance shall be procured from insurers permitted to do business in the United States and having an A.M. Best rating of at least “A-: VIII”, or the S&P equivalent.
  - If no such rating, self-insured or the like, **Borough of Metuchen** has the right to request and review the financials of such.
- All General Liability, Automobile Liability, Professional Liability, Environmental Liability and Cyber Liability coverages shall name **Borough of Metuchen** as an additional insured on a primary and non-contributory basis.
- **Borough of Metuchen** shall be named as Loss Payee on the Crime coverages.
- All coverages shall contain Waiver of Subrogation provisions, as allowed by law, in favor of **Borough of Metuchen**.
- At least thirty (30) days written notice of cancellation or non-renewal (10 days for non-payment) of any of the coverages shall be provided to **Borough of Metuchen**.
- Full “cross liability” / “severability of interests” / “separation of insureds” provisions shall be provided on all coverages.
- All insurances must be applicable to and cover the operations/services described in this agreement.
- Remove reverse Hold Harmless clauses.
- As respects individuals opting-out of the Workers’ Compensation coverage, such individuals shall not work on the subject (project, services) in this agreement.

The amounts of the insurances or the carrying of the insurances described shall in no way be interpreted as relieving the **PROVIDER/AWARDED VENDOR** of any responsibility or liability under the agreement. Any type of insurance or any increase in limits of liability not described above which the **PROVIDER/AWARDED VENDOR** requires for its own protection or on account of statute shall be its own responsibility and at its own expense. **PROVIDER/AWARDED VENDOR** shall promptly notify **Borough of Metuchen** and the appropriate insurance company(ies) in writing of any accident(s) or circumstance(s), as well as any claim, suit or process received by the **PROVIDER/AWARDED VENDOR** arising in the course of operations under the agreement. The **PROVIDER/AWARDED VENDOR** shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).



**FORM P**

**FORM OF CONTRACT**

THIS AGREEMENT made, as of the latest date of execution by either of the parties, as noted with their respective signatures, BETWEEN the **BOROUGH OF METUCHEN** \_\_\_\_\_ hereinafter called the **BOROUGH**, and \_\_\_\_\_ hereinafter called the **CONTRACTOR**.

WITNESSETH: that the BOROUGH and the CONTRACTOR, for the consideration hereinafter specified, agree as follows:

**ARTICLE ONE: CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Advertisement, Bid Specifications, Addendum and/or Clarifications, attached hereto and incorporated herein as Exhibit A, the Company's Bid Proposal, and all proposal submission documents, attached hereto and incorporated herein as Exhibit B, the Borough's Resolution of Award, attached hereto and incorporated herein as Exhibit C, and the Mandatory Equal Employment Opportunity Language annexed hereto as Exhibit D. The CONTRACTOR agrees to comply with and abide by all terms, conditions, and requirements of the Contract Documents.

The CONTRACTOR hereby acknowledges that it has read the Contract Documents and has full knowledge of the manner of provision of the services to be provided and all the terms and conditions relating thereto as set forth in the Contract Documents.

In the event any provisions of this Agreement conflict in whole or in part with the Contract Documents, the provisions requiring the more extensive level of services from the CONTRACTOR to the Borough shall control.

**ARTICLE TWO: SCOPE OF WORK:** CONTRACTOR covenants and agrees to provide all necessary machinery, tools and equipment and to furnish and deliver all materials, and to do and perform in a good and workmanlike manner all the work and labor required to be furnished and delivered, done and performed in conformity with the Contract Documents **2023 FIRE APPARATUS SERVICE AND REPAIR**, hereto annexed, which said Contract Documents and Contractor's Bid Proposal annexed thereto are hereby made a part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement.

**ARTICLE THREE: TERM:** The term of this Agreement shall commence on the first date of service to the BOROUGH and continue for a period of one (1) year unless terminated by the BOROUGH. The Borough shall have the option to extend the term of the contract for a one (1) year periods pursuant to *N.J.S.A. 40A:11-15*. The Borough party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the CONTRACTOR. If the CONTRACTOR should breach a material obligation under this Agreement, the BOROUGH shall give the CONTRACTOR written notice of such breach. Material obligations, not requiring prior notice for termination, shall include, but not be limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance of CONTRACTOR's obligations under this Agreement; any breach of CONTRACTOR's representations and warranties; or termination or lapse of any insurance coverage or policy obligations.

**ARTICLE FOUR: TIME OF DELIVERY AND PERFORMANCE:** Said delivery or performance shall be in accordance with the provisions of the Contract Documents annexed hereto, and if no time is set forth therein, as directed by the BOROUGH.

**ARTICLE FIVE: PAYMENT:** BOROUGH agrees to pay CONTRACTOR for said work and materials, when completed or delivered, as the case may be, in accordance with the said Contract Documents and within the time stated, for the actual quantity of authorized work done under each item scheduled in the Proposal at the respective unit price bid therefore by the CONTRACTOR. Payments to be made in accordance with the

BOROUGH'S usual requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the BOROUGH reserves the right to reduce or increase any or all of the quantity of each item at the unit price bid. Acceptance of the final payment by the CONTRACTOR shall be understood to be a release in full of all claims against the BOROUGH arising out of or by reason of the work done and the materials furnished under this Contract.

**ARTICLE SIX: INDEMNIFICATION:** The CONTRACTOR shall indemnify and hold harmless the BOROUGH, collectively and individually, and its officers and employees from and against any and all damages, losses, or claims, including, but not limited to, reasonable attorney's fees that arise as a result of (a) any negligent act, error, or omission in the performance of the services by the CONTRACTOR or anyone performing the services on behalf of the company and/or (b) any failure to perform or breach of this agreement or a breach of the implied covenant of good faith and fair dealing by the CONTRACTOR or anyone performing the services on behalf of the CONTRACTOR.

**ARTICLE SEVEN: INDEPENDENT CONTRACTOR:** The BOROUGH AND CONTRACTOR expressly acknowledge that the CONTRACTOR is an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its administrative services hereunder to the BOROUGH. This Agreement is not intended to and shall not be construed to; create a joint venture, partnership, or employer/employee relationship as between the parties. Neither the CONTRACTOR nor its employees or agents shall look to the BOROUGH for wages, vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits; nor shall the BOROUGH, or their respective employees or agents look to CONTRACTOR for the same. Neither CONTRACTOR nor the BOROUGH shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement.

**ARTICLE EIGHT: SEVERABILITY:** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

**ARTICLE NINE: INSURANCES:** The CONTRACTOR agrees to maintain adequate insurance coverage for the services in this Agreement.

a) At all times during performance of the Services, the CONTRACTOR shall secure and maintain in effect insurance to protect the BOROUGH and the CONTRACTOR from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. The CONTRACTOR shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

b) **SCOPE: MEDIUM MAINTENANCE/REPAIR, SMALL RENOVATION/CONSTRUCTION, MEDIUM SERVICES**

### **Insurance Coverages**

1. Commercial General Liability: \$5,000,000 Each Occurrence / \$5,000,000 Aggregate
  - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
  - b. Completed Operations must be included
2. Business Automobile Liability: \$1,000,000 combined single limit any one accident

- a. All owned, hired, or non-owned automobiles used in connection with this agreement
- 3. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
  - a. Must not contain cyber, privacy or network-related exclusions
- 4. Workers' Compensation: Statutory Workers Compensation Insurance coverage in the statutory amount of Five Hundred Thousand Dollars (\$500,000.00). BOROUGH employees will not be covered under the CONTRACTOR's workers compensation insurance.
- 5. Employers' Liability: 1,000,000
- 6. Crime: \$1,000,000
  - a. Must include Employee Theft and Client Coverage
- 7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate
- 8. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A VII or higher in Best's Guide.

c) The CONTRACTOR shall furnish the BOROUGH with satisfactory proof of coverage of the insurance required by submitting a certificate of insurance naming the Borough of Metuchen as an additional insured interest.

ARTICLE TEN: ASSIGNMENT OR SUBLETTING: CONTRACTOR covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior approval in writing of the OWNER.

ARTICLE ELEVEN: DISCRIMINATION: It is agreed that the provisions contained in R.S. 10:2-1 et seq. prohibiting discrimination and providing for the imposition of penalties against the CONTRACTOR for such discrimination and the right of cancellation and incidental remedies in favor of the OWNER in the event of such discrimination shall become a part of this Contract as if fully set forth herein.

ARTICLE TWELVE: NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile, or first-class mail, certified with return receipt requested, or email. Notices to the BOROUGH shall be delivered to:

Borough Administrator  
 Borough of Metuchen  
 500 Main Street  
 Metuchen, New Jersey 08840

Notices to the CONTRACTOR shall be delivered to:

Company:  
 Attention:  
 Email:

This Contract shall be binding upon the BOROUGH, its successors, and assigns, and upon the CONTRACTOR, its successors and assigns or heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the BOROUGH has caused this instrument to be signed by \_\_\_\_\_ attested by \_\_\_\_\_ and the \_\_\_\_\_ seal to be hereunto affixed, and the CONTRACTOR hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed.

BOROUGH OF METUCHEN

SIGNED BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_ (S)

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(SEAL)

CONTRACTOR

SIGNED BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_ (S)

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(SEAL)

**FORM Q**

**BIDDER’S RETURN DOCUMENT CHECKLIST**

- \_\_\_\_\_ FORM A Statement of bidder’s qualifications, experience, and financial ability
- \_\_\_\_\_ FORM B Bid Proposal
- \_\_\_\_\_ FORM C Bidder’s Questionnaire
- \_\_\_\_\_ FORM D Acknowledgement of receipt of addenda
- \_\_\_\_\_ FORM E Non-collusion affidavit
- \_\_\_\_\_ FORM F Statement of Ownership (Ownership Disclosure Certification)
- \_\_\_\_\_ FORM G New Jersey Business Registration Certificate – Attach valid NJ BRC
- \_\_\_\_\_ FORM H Mandatory Equal Employment Opportunity Language
- \_\_\_\_\_ FORM I Affirmative Action Affidavit – Attach valid New Jersey Employee Information Certificate
- \_\_\_\_\_ FORM J Americans with Disabilities Act of 1990
- \_\_\_\_\_ FORM K C. 271 Political Disclosure Statement
- \_\_\_\_\_ FORM L Combined Certification: Prohibited Activities in Russia and Belarus & Investment Activities in Iran
- \_\_\_\_\_ FORM M Federal Non-Debarment Certification
- \_\_\_\_\_ FORM N Completed W-9
- \_\_\_\_\_ FORM O Reviewed Insurance Requirements – Provide Certificate(s) of Insurance
- \_\_\_\_\_ FORM P Reviewed Form of Agreement and returned signed copy
- \_\_\_\_\_ FORM Q Bidder’s Return Document Checklist completed and signed
- \_\_\_\_\_ FORM R Certificates of training regarding aerial specific certification attached
- \_\_\_\_\_ Reviewed Exhibits A through E including PDF excerpts Pierce Mid-Mount Ladder Operations & Maintenance Manual

By placing a checkmark in the spaces above, I provided and acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

<b>Name of Firm or Individual</b>	<b>Title</b>
<b>Signature</b>	<b>Date</b>

**FORM R**

**Attach certificates of training – aerial specific certification**

**EXHIBIT A**  
**BOROUGH OF METUCHEN**  
**2023 FIRE APPARATUS SERVICE AND REPAIR**  
**Apparatus Service and Repair Requirements**

In an effort to ensure the quality of work to be provided to our department, we consider the requirements below to be the minimum service qualifications for the apparatus service center to maintain.

1. The service center must have the ability to provide road service within our Fire Station.  

**Yes**    **No**
  
2. The service center must maintain a facility for repairs that cannot be performed within the Fire Station and where apparatus may be securely stored. This facility can be no more than twenty (20) miles from our Fire Station.  

**Yes**    **No**
  
3. The service center must offer “24 Hour Emergency Service” for the emergency repair of apparatus.  

**Yes**    **No**
  
4. The service center must be certified by ASE as a Blue Seal of Excellence facility.  

**Yes**    **No**
  
5. The service center must employ and show proof thereof with this proposal, a minimum of five (5) employees who are EVT (Emergency Vehicle Technician) Master certified. This minimum of five (5) must be maintained throughout the term of this contract.  

**Yes**    **No**

**EXHIBIT A (CONTINUED)**  
**BOROUGH OF METUCHEN**  
**2023 FIRE APPARATUS SERVICE AND REPAIR**  
**Apparatus Service and Repair Requirements**

6. The facility must have technicians with factory training from Waterous Pump Company and Hale Fire Pump.  **Yes**  **No**

7. The facility must be authorized and have technicians with factory training to perform maintenance and make repairs to our 2005 Pierce Mid-Mount Ladder.  **Yes**  **No**

8. Certificates of training must be provided.

**\*Failure to provide the required certification documentation may result in your bid being rejected**



**EXHIBIT B**  
**BOROUGH OF METUCHEN**  
**2023 FIRE APPARATUS SERVICE AND REPAIR**  
**Technical Qualifications and Certification Requirements**

**ASE, EVT & NAEVT**

The maintenance and repair of fire apparatus is unique due to the fact that unique and distinctive systems are incorporated into each vehicle. Heavy truck chassis, high capacity & high-pressure water pumps, electrical generation & lighting, breathing air systems and specialized hydraulic systems are common examples.

In order to assure qualified and capable personnel are maintaining and repairing these different components, it is important that recognized standards of training and certification be required.

The following are brief explanations of the accepted certifications within the fire apparatus repair and maintenance field.

**ASE** is a nationally recognized organization that develops and administers tests to automobile and truck technicians to ensure the technicians maintain a level of proficiency that equals the industry's progressive technology. A "Blue Seal of Excellence" facility employs a minimum of 1 technician certified in every area of repair performed by the facility. Note: ASE testing is voluntary.

**EVT** is a nationally recognized organization (part of International Association of Fire Chiefs) that develops and administers tests to technicians; however, EVT tests pertain only to the technicians' knowledge of emergency vehicles and the repair of their components. A Level Three MASTER technician has successfully completed all required EVT as well as ASE testing as outlined by EVT. Note: EVT testing is voluntary.

**NAEVT** is a technician organization that conducts manufacturer's seminars and shares the experiences of technicians. There is no testing involved to obtain membership in this organization and membership does not demonstrate the knowledge of the organization's technicians. This is not an acceptable alternative to the EVT certification.

**EXHIBIT C**  
**BOROUGH OF METUCHEN**  
**2023 FIRE APPARATUS SERVICE AND REPAIR**  
Annual Preventative Maintenance and Scheduled Inspection  
**“Chassis Service Requirements”**

- **Engine Oil** – Drain oil, inspect for metallic material. Refill with manufacturer’s recommended lubricant.
- **Oil Filter**- Replace with new.
- **Primary Fuel Filter**- Replace with new.
- **Secondary Fuel Filter**- Replace with new.
- **Auxiliary Fuel Filter**- Replace with new element.
- **Air Filter**- Remove filter and inspect. Advise Department if replacement is needed.
- **Emergency Engine Shutdown**- Without engine running, operate emergency engine shutdown to ensure proper operation.
- **Accelerator**- Lubricate pedal hinge point and mechanical linkage.
- **Air Compressor Filter**- Replace with new.
- **Power Steering Filter**- Replace with new.
- **Transmission**- Drain transmission oil, inspect for metallic material and refill with manufacturer’s recommended lubricant. Replace external transmission filter.
- **Rear Axle**- Check oil level in axle, clean breather and add manufacturers recommended lubricant if necessary.
- **Suspension Inspection**- Inspect springs, hangers, pins, pin bushings, shackles, and shock absorbers for signs of wear or damage. Inspect spring u-bolts.
- **Chassis Inspection**- Inspect air reservoir mounting, body mounting and cross members for damage or loose bolts.
- **Fuel Tank**- inspect fuel tank for leaks, damage and rusting and inspect fuel tank straps for rust or damage from point to point. Damage must be reported to the department.
- **Steering**- Inspect steering box mounting for stress cracks, loose bolts, or signs of leakage. Check power steering hoses and fittings for signs of leakage. Check kingpins and front wheel bearings for looseness. Check tie rod ends for wear.
- **Chassis Lubrication**- Lubricate spring pins, shackle pins, kingpins, steering linkage to include column slip joint, driver shaft joints, slack adjusters, and s-cams.
- **Brakes**- Adjust brakes. Check air governor adjustment. Check air dryer operation. Check chambers and mounting

**EXHIBIT C (CONTINUED)**

**BOROUGH OF METUCHEN**

**2023 FIRE APPARATUS SERVICE AND REPAIR**

Annual Preventative Maintenance and Scheduled Inspection

**“Chassis Service Requirements**

- brackets. Drain condensation from reservoirs. Check air leakage. Check for air leaks under application pressure. Check operation of spring brakes. Lubricate brake pedal hinge point. Visually inspect shoes and drums.
- **Cooling System-** Check level, check specific gravity. Check all hoses, radiator, radiator cap and auxiliary tanks for signs of leakage. Check radiator mounting. Check shutter operation.
- **Coolant Filter-** Replace with new.
- **Batteries-** Check specific gravity. Fill to proper level. Remove cables, clean cable ends and battery posts. Coat with non-corrosive material and reassemble. Inspect battery securing devices. Check starter and ground connections. Clean top of batteries.
- **Electrical-** Check all vehicle lighting (running, headlights and emergency). Operate all audible warning devices including air horns. Check alternator belts and adjust if necessary.
- **Tires-** Check air pressure and general condition. Inspect rims for damage and signs of loose lug nuts.
- **Exhaust-** Check hangers for proper fastenings. Check for leaks. Inspect pipes and manifolds for cracks.
- **Windshield wipers-** Check operation of wipers, check wiper blades and operation of windshield washers.
- **Cab Glass-** Check glass for damage, check gaskets and locking strips for proper insulation. Check window regulators for proper operation.
- **Automatic Snow Chains-** Lubricate, check bearings and check tire contact.
- **Air Conditioning-** Check system for cold air discharge, check interior fans on all speeds. Check condenser fans for proper operation. Check for condensation discharge.
- **Generator-** Drain engine oil, change filter, refill with manufacturers recommended lubricant. Change fuel filters where applicable. Check air cleaner; replace if necessary. Run unit to check proper operation.

**EXHIBIT D**  
**BOROUGH OF METUCHEN**  
**2023 FIRE APPARATUS SERVICE AND REPAIR**

Annual Preventative Maintenance and Scheduled Inspection

**“Pump Service Requirements”**

- **Transfer Case-** Drain oil and check for metallic material and or presence of water. Change/Clean filter. Refill with manufacturers recommended lubricant.
- **Auto Lube-** Drain oil, refill with Hale recommended lubricant. Check to see if water is present.
- **Primer-** Check oil level, add if necessary. Check operation of primer. Check vent hole in cap to ensure proper opening.
- **Outboard Bearing-** Grease outboard bearing.
- **Suction and Discharge Caps-** Remove caps. Clean and lubricate threads. Check cap gaskets and replace as necessary.
- **Strainers-** Check and replace as necessary.
- **Discharge and Suction valves-** Lubricate all accessible linkage and check operation of valves.
- **Relief Valve-** Flush strainer and check for proper operation. Also check indicator light where applicable.
- **Pressure Governor-** Clean strainer. Operate unit to ensure proper operation.
- **Transfer Valve-** Lubricate valve. Cycle between functions to check for proper operation, and check indicator lights where applicable. Check manual override.
- **Drain Valves-** Lubricate and operate all drain valves including master drain. Check for leaks.
- **Packing-** Check and adjust packing as necessary. If packing needs replacement advise the Department.
- **Pressure Gauges-** Check for fluid leakage and or damage. Check calibration of gauges. Except for pre-connects by charging discharges.
- **Tank Level Gauge-** Check operation of lights.
- **Overheat Indicator-** Check operation
- **UL Cable-** Check for operation
- **Driveline-** Check flange bolts and universal joints
- **Pump Panel Lighting-** Check Operation
- **Dry Vacuum test-** Drain pump. Close all valves and pull a vacuum on pump. (minimum 22”) Unit must not lose more than 10” in 5 minutes.

**EXHIBIT D (CONTINUED)**  
**BOROUGH OF METUCHEN**  
**2023 FIRE APPARATUS SERVICE AND REPAIR**  
Annual Preventative Maintenance and Scheduled Inspection  
**“Pump Service Requirements”**

- **Pump Shift-** Lubricate linkage where applicable. Check manual override linkage and lubricate. Check operation of OK to Pump light. Check operation.
- **Operational Test-** Run unit under pressure. Check for external leaks, 4<sup>th</sup> gear lock up and operation of all pump features.
- **PTO Pump-** Drain oil and check for metallic material and or presence of water. Refill with manufacturers recommended lubricant. Check operation of PTO pump and for leaks. Adjust packing if necessary.

**EXHIBIT E**

**METUCHEN FIRE DEPARTMENT**

Annual Preventative Maintenance and Scheduled Inspection

**“Aerial Ladder”**

The Metuchen Fire Department’s annual ladder maintenance and any repairs shall be done in accordance with manufacturer’s (Pierce) maintenance specifications at a manufacturer’s (Pierce) authorized service facility and by manufacturer’s (Pierce) trained technicians.

Attached are the required maintenance pages 4-1 through 4-15 from the Pierce Mid-Mount Ladder Operations & Maintenance Manual specific to the Departments current Pierce Arrow designated as Ladder 5 – SEPARATE PDF DOCUMENT