

BOROUGH OF METUCHEN

COUNTY OF MIDDLESEX

STATE OF NEW JERSEY

**BID SPECIFICATIONS FOR
2023 POOL MAINTENANCE AND SERVICE**

SEALED PROPOSALS MUST BE RECEIVED AT:

Borough of Metuchen

Attention: Deborah Zupan, Municipal Clerk

500 Main Street

Metuchen, NJ 08840

BY

April 20, 2023

2:00 PM

**BOROUGH OF METUCHEN
BID SPECIFICATIONS FOR
2023 POOL MAINTENANCE AND SERVICE
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ADVERTISEMENT
NOTICE TO BIDDERS
BID SPECIFICATIONS FOR 2023 POOL MAINTENANCE AND SERVICE

Notice is hereby given that sealed bids will be received by the Borough of Metuchen in the County of Middlesex, New Jersey for **2023 POOL 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 20, 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 20, 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. 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 **2023 POOL MAINTENANCE AND SERVICE** 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, by April 13, 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 20, 2023 at 2:00 PM. Bids must be delivered by hand or by mail to the Borough Clerk no later than April 20, 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. 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 who 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 sixty (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.

B. A contract or contracts, if awarded, will be entered with the lowest responsive and responsible Bidder(s). Award of the contract shall be made in accordance with provisions of the Local Public Contracts Law, *N.J.S.A. 40A:11-1, et seq.* The Borough reserves its rights to select the bids or particular alternates, or combination of alternates, as may be in the best interest of the Borough. The Borough reserves the right to reject all bids pursuant to *N.J.S.A. 40A:11-1 et. seq.*, to waive any informalities in any bid or bids, and to accept such bid or bids and to make or to not make such awards as may be in the best interest of the Borough of Metuchen, in accordance with the law. The Borough reserves the right to purchase equipment and or supplies upon consultation with the awarded bidder. Contract or contracts if awarded are not a guarantee of open-ended service agreements, as all equipment and supplies needed as a result of pool operation, maintenance and services must be approved by the QPA prior to purchase/acquisition of said equipment and supplies.

C. The determination of the lowest responsive and responsible bid shall be made by adding the amount of the proposal for the work contained in the specification for the de-winterization and winterization of the pools, to the hourly rates proposed for the normal maintenance services multiplied by an estimate of ten (10) hours, and the hourly rates proposed for the emergency maintenance services multiplied by an estimate of five (5) hours, added to the amount of the Unit Price per filter bag multiplied by an estimate of ten (10) bags, as well as the markup percentage on equipment and supplies that may be provided by an awarded bidder during the term of this contract and any contract extensions that may be awarded. The following shall be the worksheet utilized in the determination of the lowest responsive responsible bidder.

ALTERNATE A

Contract Price for Work in Specifications of De-Winterization of Pools:

\$ _____

Normal Maintenance Services – Hourly Rates for services rendered Monday through Friday

Supervisor/Mechanic \$ _____ per hour x 10 = \$ _____

Assistant/Helper \$ _____ per hour x 10 = \$ _____

Emergency Maintenance Services – Hourly Rates for services rendered on Weekends and/or Holidays

Supervisor/Mechanic \$ _____ per hour x 5 = \$ _____

Assistant/Helper \$ _____ per hour x 5 = \$ _____

Price per Filter Bag \$ _____ x 10 = \$ _____

TOTAL ALTERNATE A BID AMOUNT \$ _____

MARK UP PERCENTAGE OF EQUIPMENT AND SUPPLIES \$ _____

LIST OF SUPPLIES AND EQUIPMENT NEEDED FOR ALTERNATE A BID REQUIRED AS PART OF BID SUBMISSION

The quantities utilized above are not guarantees, minimums or maximums of the quantities to be utilized by the Borough and are merely estimates for evaluating the bid proposals received. The Successful contractor shall only be entitled to compensation for hours for services rendered.

ALTERNATE B

Contract Price for Work in Specifications of Painting of Pools:

\$ _____

Normal Maintenance Services – Hourly Rates for services rendered Monday through Friday

Supervisor/Mechanic \$ _____ per hour x 10 = \$ _____

Assistant/Helper \$ _____ per hour x 10 = \$ _____

Emergency Maintenance Services – Hourly Rates for services rendered on Weekends and/or Holidays

Supervisor/Mechanic \$ _____ per hour x 5 = \$ _____

Assistant/Helper \$ _____ per hour x 5 = \$ _____

Price per Filter Bag \$ _____ x 10 = \$ _____

TOTAL ALTERNATE B BID AMOUNT \$ _____

MARK UP PERCENTAGE OF EQUIPMENT AND SUPPLIES \$ _____

LIST OF SUPPLIES AND EQUIPMENT NEEDED FOR ALTERNATE A BID REQUIRED AS PART OF BID SUBMISSION

ALTERNATE C

Contract Price for Work in Specifications of De-Winterization of Pools:

\$ _____

Normal Maintenance Services – Hourly Rates for services rendered Monday through Friday

Supervisor/Mechanic \$ _____ per hour x 10 = \$ _____

Assistant/Helper \$ _____ per hour x 10 = \$ _____

Emergency Maintenance Services – Hourly Rates for services rendered on Weekends and/or Holidays

Supervisor/Mechanic \$ _____ per hour x 5 = \$ _____

Assistant/Helper \$ _____ per hour x 5 = \$ _____

Price per Filter Bag \$ _____ x 10 = \$ _____

TOTAL ALTERNATE C BID AMOUNT \$ _____

MARK UP PERCENTAGE OF EQUIPMENT AND SUPPLIES \$ _____

LIST OF SUPPLIES AND EQUIPMENT NEEDED FOR ALTERNATE A BID REQUIRED AS PART OF BID SUBMISSION

The quantities utilized above are not guarantees, minimums or maximums of the quantities to be utilized by the Borough and are merely estimates for evaluating the bid proposals received. The Successful contractor shall only be entitled to compensation for hours for services rendered.

D. During the performance of the 2023 Pool Maintenance and Service Contract(s), the awarded bidder may need to install and or repair additional equipment or perform additional service as needed for the safe and efficient operation of the Borough of Metuchen Municipal Pools.

E. An allowance of an amount not to exceed 15% of the alternate or multiple alternates awarded to a bidder shall be the maximum allowable addition to the base alternate(s) awarded. All goods and services recommended for delivery and/or installation shall be approved by the QPA prior to acquisition and/or installation of goods.

F. The award(s) to a bidder shall be awarded as Base Alternate Bid Award – Labor, Materials, 15% maximum additional allowance.

G. All goods and services deemed necessary for the safe and efficient operation of the Borough of Metuchen’s Municipal Pools that are outside of the scope of services as described in this contract shall be considered a change order to the contract, subject to Council approval.

H. The contract may be awarded as individual alternate awards or any combination of alternates awarded to the bidder whose aggregate bid price for the selected option or options is the lowest, responsive, responsible bid.

I. 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.

J. A detailed list of services to be included in the scope of work for alternates A, B, and C is included in the FORMS section of this bid proposal broken down by de-winterization, painting and winterization of pools. The total cost of submitted bids shall be taken into consideration in the full scope of services in the bid amounts submitted.

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(s) 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, and any post-award documents, 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. 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 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 two one-year extensions 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 **2023 POOL MAINTENANCE AND SERVICE** 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 a detailed invoice to the Borough of Metuchen for the preceding calendar month (the "Billing Month"), including an itemized list of all materials provided, with details of the services provided during that month, including the prevailing wage categories and amounts paid for each category.

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. §12101 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 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. 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.

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. Bid Security

FORM B

BID PROPOSAL FORM

2023 POOL MAINTENANCE AND SERVICE

Submitted to: Melissa Perilstein, Borough Administrator
Borough of Metuchen
500 Main Street
Metuchen, New Jersey 08840
Email: 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 – 2023 Pool Maintenance and Service.

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 Pool Maintenance and Service including materials, labor, tools and/or equipment called for under these specifications complete and in every detail for the following prices:

ALTERNATE A

Contract Price for Work in Specifications of De-Winterization of Pools:

\$ _____

Normal Maintenance Services – Hourly Rates for services rendered Monday through Friday

Supervisor/Mechanic \$ _____ per hour x 10 = \$ _____

Assistant/Helper \$ _____ per hour x 10 = \$ _____

Emergency Maintenance Services – Hourly Rates for services rendered on Weekends and/or Holidays

Supervisor/Mechanic \$ _____ per hour x 5 = \$ _____

Assistant/Helper \$ _____ per hour x 5 = \$ _____

Price per Filter Bag \$ _____ x 10 = \$ _____

TOTAL ALTERNATE A BID AMOUNT \$ _____

MARK UP PERCENTAGE OF EQUIPMENT AND SUPPLIES \$ _____

LIST OF SUPPLIES AND EQUIPMENT NEEDED FOR ALTERNATE A BID REQUIRED AS PART OF BID SUBMISSION:

The quantities utilized above are not guarantees, minimums or maximums of the quantities to be utilized by the Borough and are merely estimates for evaluating the bid proposals received. The Successful contractor shall only be entitled to compensation for hours for services rendered.

ALTERNATE B

Contract Price for Work in Specifications of Painting of Pools:

\$ _____

Normal Maintenance Services – Hourly Rates for services rendered Monday through Friday

Supervisor/Mechanic \$ _____ per hour x 10 = \$ _____

Assistant/Helper \$ _____ per hour x 10 = \$ _____

Emergency Maintenance Services – Hourly Rates for services rendered on Weekends and/or Holidays

Supervisor/Mechanic \$ _____ per hour x 5 = \$ _____

Assistant/Helper \$ _____ per hour x 5 = \$ _____

Price per Filter Bag \$ _____ x 10 = \$ _____

TOTAL ALTERNATE B BID AMOUNT \$ _____

MARK UP PERCENTAGE OF EQUIPMENT AND SUPPLIES \$ _____

LIST OF SUPPLIES AND EQUIPMENT NEEDED FOR ALTERNATE A BID REQUIRED AS PART OF BID SUBMISSION:

The quantities utilized above are not guarantees, minimums or maximums of the quantities to be utilized by the Borough and are merely estimates for evaluating the bid proposals received. The Successful contractor shall only be entitled to compensation for hours for services rendered.

ALTERNATE C

Contract Price for Work in Specifications of De-Winterization of Pools:

\$ _____

Normal Maintenance Services – Hourly Rates for services rendered Monday through Friday

Supervisor/Mechanic \$ _____ per hour x 10 = \$ _____

Assistant/Helper \$ _____ per hour x 10 = \$ _____

Emergency Maintenance Services – Hourly Rates for services rendered on Weekends and/or Holidays

Supervisor/Mechanic \$ _____ per hour x 5 = \$ _____

Assistant/Helper \$ _____ per hour x 5 = \$ _____

Price per Filter Bag \$ _____ x 10 = \$ _____

TOTAL ALTERNATE C BID AMOUNT \$ _____

MARK UP PERCENTAGE OF EQUIPMENT AND SUPPLIES \$ _____

LIST OF SUPPLIES AND EQUIPMENT NEEDED FOR ALTERNATE A BID REQUIRED AS PART OF BID SUBMISSION:

The quantities utilized above are not guarantees, minimums or maximums of the quantities to be utilized by the Borough and are merely estimates for evaluating the bid proposals received. The Successful contractor shall only be entitled to compensation for hours for services rendered.

An allowance of an amount not to exceed 15% of the alternate or multiple alternates awarded to a bidder shall be the maximum allowable addition to the base alternate(s) awarded. All goods and services recommended for delivery and/or installation shall be approved by the QPA prior to acquisition and/or installation of goods.

The award(s) to a bidder shall be awarded as Base Alternate Bid Award – Labor, Materials, 15% maximum additional allowance.

All goods and services deemed necessary for the safe and efficient operation of the Borough of Metuchen’s Municipal Pools that are outside of the scope of services as described in this contract shall be considered a change order to the contract, subject to Council approval.

The contract may be awarded as individual alternate awards, or any combination of alternates awarded to the bidder whose aggregate bid price for the selected option or options is the lowest, responsive, responsible bid.

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 _____

Work Specification

Opening/Painting 2023 as per Contract

For supplying all labor, equipment and materials to de-winterize pools and lockers, empty and clean pools. Make fully operational both filtration systems and start up.

MAIN POOL:

- Set up necessary ground de-water pumps and equipment and de-water ground.
- Pump out pool.
- Remove proper Freeze-Out Plugs as water goes down.
- Remove leaves and debris and clean out Main Drain Pits.
- Drain and rinse Main Pool.
- Pressure wash/acid wash and neutralize pool interior surface with proper concentration of Muriatic Acid and degrease surface.
- Survey pool surface with Borough Administrator or designee for any masonry, tile or joint repairs. If any, quote price for repair and schedule work to be done as soon as possible.
- Replace any missing or loose tiles in the racing lines.
- Filter and all equipment to be surveyed with Borough Administrator or designee and recommendations for maintenance, repair, etc. are to be made.
- Remove manual hydrostat plugs or check if automatic plugs are releasing water pressure under pool.
- Re-install pressure relief plugs.
- Remove all inlets, outlets and skimmer winter plugs and store in pump house.
- **Important Note:** Any surface coating for main pool will be evaluated upon draining and cleaning pool.
- Apply one (1) coat to interior pool surface: apply #0 washed, bagged sand on the paint on the entire floor for non-skid. Paint shall be Ramuc type DS water based acrylic white paint applied as per manufacturer specifications.
- Replace, as needed, vinyl stick-on depth markers located on the stainless-steel overflow gutter.
- Install dive boards, handrails and ladders. Check for any defect.
- Advise Borough Administrator of any concerns or problems.
- Every three years, starting after the 2014 bathing season, use a degreasing detergent to clean filter elements.
- Remove plugs from manifold and store in Pump House.
- Wash and clean out debris from filter tank making sure that there is no loose DE in the tank.
- Remove sump pump and hose and store in Pump House.
- Inspect condition of filter tank interior walls.
- Inspect condition of sluice gate.
- Make sure all DE grids are clean and inspected for damage.

- Install and properly secure DE filter leaves. Ensure seal is tight at manifold on each filter leaf
- Insure hold down clamps and bar are properly attached.
- Fill filter tank.
- Charge filter leaves with DE medium per manufacturer's specifications. Pre-coating of leaves by experienced technicians only.
- Adjust all valves to provide proper flow rates. Flow rate needs to be a minimum of 1360 gpm. Note: suction
- and pressure of system at start-up. Advise operator.
- Re-set all fiberglass grating atop filter tank and re-set same in pump room.
- Verify all connections are secure in order to ensure no DE will escape into main pool.
- Advise operator of any concerns, problems, etc.
- Do not operate pump without having the DE powder coating the grids.
- Connect up freshwater piping from Kiddie Pool Pit to Filter House and beyond and activate.
- Remove sump pump and hoses.
- Check all valves for proper operation.
- Remove inside sump pump, clean pit, replace sump pump and check.
- Reinstall fill spout, reconnect water leveler.
- Reinstall chlorinator and connect up to storage tanks.
- Check all chlorine valves and fittings.
- Order 10 new covers for Main Pool filter leafs and replace the covers that have rips in them.
- Empty tank as needed.
- Install new DE bags provided by property.
- Advise Borough of any concerns or problems.

MAIN POOL PUMP ROOM:

- Re-install fill spout.
- Re-install water leveler.
- Re-install chlorine feeders with new tubing.
- Re-install main pool pump and test motor.
- Reinstall analyzer probes and calibrate.

KIDDIE POOL:

- Drain and rinse Kiddie pool.
- Remove manual hydrostat plugs or check if automatic plugs are releasing water pressure from under pool.
- Pressure/acid wash and neutralize pool interiors.
- Re-install pressure relief plugs.
- Remove all inlets, outlets and skimmer winter plugs and store in pumphouse.
- Advise Borough Administrator of any concerns or problems.

KIDDIE POOL EQUIPMENT:

- Connect up freshwater fill and pool water piping in pit.
- Reinstall all drain plugs and close all drain valves.
- Check all valves for proper operation.
- Check pump - lube and prime.
- Reinstall analyzer and probes.
- Reinstall chlorinator and tubing.
- Clean and check flowmeter.
- Summerize skimmers and return fittings.
- Re-connect filter equipment.
- Start-up filters when pool is full.
- Calibrate and set analyzer.
- Set Chlorinators.
- Check filters operations.
- Test Rain Drop fountain. Make sure spray from fountain is adequate.
- Survey filter and all equipment with Borough Administrator or his designee for recommendations, maintenance and repairs.
- Summerize valve pit.
- Advise Borough Administrator of any concerns or problems

KIDDIE POOL INTERIOR:

- Painting - paint shall be Ramuc type DS water based acrylic white paint applied as per manufacturer specifications.
- Apply one (1) spot coat to all bare areas: apply one(1) overall coat to interior pool surface: apply #0 washed, bagged sand on the paint on the entire floor for non-skid.
- Replace, as needed, vinyl depth markers located in the ceramic border tile.
- Start filling Kiddie pools with water level and shut off by Borough

TEST AND BALANCE POOL WATER

Total Alkalinity:	Range 80-140 ppm
pH:	Range 7.2-7.6
Water Hardness:	Range 150-300 ppm
Conditioner:	Range 50-70 ppm

MAIN POOL DIATOMACEOUS EARTH FILTER:

- With the filter elements installed, drain the filter tank and use hose (no pressure washer) to rinse the diatomaceous earth (DE) off the elements.
- Remove the filter elements from the support structure. Remove the elements from the fabric bags and rinse inside of bags and the filter elements themselves.
- Allow bags and filter elements to dry. Insert dry filter elements into dry filter fabric bags.
- Place filter elements inside storage, protected from moisture. Separate individual filter elements from each other (spacers) to allow for air circulation.
- Damaged filter elements shall be separated., and the manufacturer's representative shall be contacted for repairs and/or replacements:

Treatment Specialties

ATIN : Rick L. Marshall

15 Home Road
Hatboro, PA 19040

Phone: (215) 4414241

Fax: (215) 672-8612

Winterization 2023 as per Contract

WINTERIZE POOLS :

- Drain all fresh water in pit and set drains and valves in winter position and use antifreeze where necessary
- Open pool piping drains and remove plugs in pit
- Drain filter tanks, valves, piping, pumps and strainers
- Drain gauges and tubing
- Clean and drain chlorinators and disconnect tubing and piping to storage tanks and set proper valves
- Disconnect analyzer and remove probes and store properly for winter
- Pump out pool and blowout main drain piping and install proper plugs where necessary
- Pools, filter and equipment to be surveyed with Borough Administrator or designee for recommendation, repairs and maintenance
- Drain all vacuum pumps and equipment

NOTE – All antifreeze used must be biodegradable and non-toxic

WINTERIZE MAIN POOL FILTER

- Turn off fresh water in Kiddie Pool pit and open necessary drain valves and remove drain plugs
- Close filter winter valves in proper position
- Disconnect chlorinator and injectors
- Winterize all chlorine, tubing, piping and storage tanks
- Set proper valve and install heat tapes, if necessary, where needed
- Remove or drain all gauges and tubing
- Set filter valves in winter position
- Disconnect and drain fill line
- Disconnect and drain water leveler, piping and set valves
- Install filter pit cover
- Dismantle main pump and remove motor to deck for winter
- Disconnect and drain analyzer, piping and valves
- Remove probes and store properly
- Borough Administrator or designee to lower water level to winter level
- Drain gutters and jets
- Set proper valves to maintain water level
- Returns – blow out piping and plug where necessary
- Skimmer – drain and blow out piping and install plugs and antifreeze where necessary
- Winterize air reliefs – drain and blow out spray piping and set valves
- Drain filter tank
- Remove DE from filter grids with hose only while in place
- Allow filter bags to dry and store
- Any damaged filter bags will be ordered for an additional fee of \$_____ per bag (See unit prices)
- Blow out all underground pool plumbing and add pool winterizer as needed
- Plug any necessary inlets or outlets using Borough's supply
- Disconnect chlorine feed pumps and injectors
- Disconnect pool potable fill line
- Remove pool pump and store
- Remove chlorine/acid probes and store

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.

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 7, identify where the equipment can be inspected.

9. List the name and address of three credit or bank references.

10. Attach pertinent literature specifications fully describing all manufacturer's equipment and materials, if any, you propose to furnish.

11. Additional remarks.

The information above is true and complete to the best of my knowledge and belief.

(Name of Organization)

(Signature)

(Title)

Subscribed and sworn to before me

This _____ day of _____, 20 ____.

(Seal) Notary Public of New Jersey/

Specify Other State

My Commission Expires _____, 20 ____.

FORM D

ACKNOWLEDGEMENT OF ADDENDA

The Proposer acknowledges receipt of the hereinafter enumerated Addenda which have been issued during the 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 _____, 20____.

(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. 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.
- 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/lfn/menu.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. 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						
Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	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					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	<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 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").</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.

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.*

Full Name (Print)		Title	
Signature		Date	

FORM M

FEDERAL NON-DEBARMENT CERTIFICATION

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
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.

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

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.
Name of Individual or Organization	

Physical Address	
OR	
<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.
Section B (Skip if no Business entity is listed in Section A above)	
<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.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
<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.
Section C – Part III Certification	
<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 Organization listed above in Part I 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 <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 <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 <i>Borough of Metuchen</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>	
Full Name (Print):	
Title:	

Signature:		Date:	
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Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
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Name of Business Entity	Physical Address

Add additional sheets if necessary

OR

<input type="checkbox"/>	The Organization listed above in Part I 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.
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Section B (skip if no business entities are listed in Section A of Part IV)

<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).
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Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

Add additional Sheets if necessary

OR



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.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** 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 ***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 ***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:	

PROPOSAL FORM – N

Attach completed

W-9

FORM O

INSURANCE REQUIREMENTS

Insurance Requirements for most Contracts Vendor shall procure and maintain while the contact 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 POOL MAINTENANCE AND SERVICE**, 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 two 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

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.

_____	_____
Name of Firm or Individual	Title
_____	_____
Signature	Date