

REQUEST FOR BIDS

DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1 SAFETY PLACE BLOCK 132, LOTS 10-17

SEALED PROPOSALS MUST BE RECEIVED AT:

**Borough of Metuchen
Attention: Deborah Zupan, Municipal Clerk
500 Main Street
Metuchen, NJ 08840**

By July 18, 2024, at 11:00 A.M. prevailing time

Mayor Jonathan Busch

Borough Council

Jason Delia, Council President

Joel Branch, Councilmember

Dorothy Giamboi, Councilmember

Lisa Hyman, Councilmember

Vinita Jethwani, Councilmember

Tyler Kandel, Councilmember

BOROUGH OF METUCHEN
BID SPECIFICATIONS FOR DEMOLITION/DEBRIS REMOVAL/ RESTORATION
FOR 1 SAFETY PLACE, BLOCK 132, LOTS 10-17
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NOTICE TO BIDDERS

BID SPECIFICATIONS FOR DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1 SAFETY PLACE, BLOCK 132, LOTS 10-17

Notice is hereby given that sealed bids will be received by the Borough of Metuchen in the County of Middlesex, New Jersey for 1 Safety Place, Block 132, Lots 10-17 for Demolition/Debris Removal/Restoration. Bids will be opened and read in public by the Borough Clerk and QPA, 500 Main Street, Metuchen, New Jersey, 08840 on **July 18, 2024 at 11:00 A.M.** prevailing time.

The Bid Proposal Documents shall be delivered to the Borough Clerk, Municipal Building, 500 Main Street, Metuchen, New Jersey 08840 by **11:00 A.M. prevailing time on July 18, 2024.** **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.

The awarded contractor shall furnish all supervision, technical, labor, materials, machinery, tools, equipment, and services. Including utility and transportation services and perform and complete all work required for the demolition and removal of the building structure and appurtenances located at Block 132 Lots 10-17 1 Safety Place, as required with this specification. This shall also include the clearance and removal of all objects of every nature above ground level and removal of all overgrown shrubbery, vegetation, and debris that causes unsightly appearance. All work on this contract must be completed within 30 calendar days from issuance of a Notice to Proceed.

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.

The award of the Contract for this project will not be made until the necessary funds have been provided by the Owner in a lawful manner. The Owner or the Engineer reserves the right to require a complete financial and experience statement from prospective bidders showing that they have satisfactorily completed work of the nature required before furnishing proposal forms or specifications, or before awarding the contract.

Proposals for this contract will only be accepted from bidders who have properly qualified in accordance with the requirements of the Contract Documents.

The right is also reserved to reject any or all bids or to waive any informalities where such informality is not detrimental to the best interest of the Owner, except as to those items which are

deemed mandatory and non-waivable set forth in N.J.S.A. 40A:11-23.2. Further, the Owner reserves the right to abandon the project and reject the bids entirely if any legal or state or federal administrative action is taken against the Owner which could delay or jeopardize the project from commencing.

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 most qualified, lowest 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). Bidders will be required to comply with the public disclosure provisions of N.J.S.A. 52:25-24.2.

By order of the Borough of Metuchen, Middlesex County, New Jersey
Deborah Zupan, RMC, Borough Clerk, 500 Main Street, Metuchen, New Jersey 08840
Publication Date:

INSTRUCTIONS TO BIDDERS

THE BID

The Borough of Metuchen is soliciting bid proposals for **DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1 SAFETY PLACE, BLOCK 132, LOTS 10-17** 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 July 3, 2024 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 July 18, 2024 at 11:00 AM. Bids must be delivered by hand or by mail to the Borough Clerk no later than July 18, 2024 by 11:00 AM. 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. Certification: Prohibited Activities in & 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 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

All bidders will be notified of the Borough Council's decision, in writing, by regular mail.

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

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

NOTICE OF AWARD AND EXECUTION OF CONTRACT

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

RESPONSIBLE BIDDER

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

AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

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

C. If the Contractor does not submit the affirmative action document within the required time period, the Borough of Metuchen may extend the deadline by a maximum of 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.

D. Registration of the project, as evidenced by submittal to the Borough of a New Jersey Department of Labor and Workforce Development, Construction EEO Compliance Monitoring , Initial Project Workforce Report Construction, Form AA-201, within 24 hours of notice of award, is required.

ERRORS IN PRICE CALCULATION

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

FORM OF CONTRACT

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

TERM OF CONTRACT

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

WORK SPECIFICATIONS

The Contractor shall provide service for this specification to be awarded by the Borough Council. The Contractor shall provide **DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1 SAFETY PLACE, BLOCK 132, LOTS 10-17** as described.

INVOICE AND PAYMENT PROCEDURE

A. The Contractor shall submit all invoices in accordance with the requirements of this section.
1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Metuchen for the preceding calendar month (the "Billing Month").

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

COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear

incompetent, the Borough of Metuchen shall notify the contractor and specify how the employee is incompetent and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary.

SUPERVISION OF EMPLOYEES

The Contractor shall employ a Supervisor who shall have full authority to act for the Contractor. The Contractor shall notify the Borough Administrator 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 Borough Administrator, 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

concrete pads, and sheds. All buildings/ structures to be demolished and removed are in the areas marked on the attached site plan.

1. Demolition shall not commence until the following conditions have been determined:
 - a. A demolition permit has been issued by the Borough of Metuchen and a Notice to Proceed has been issued by the Borough.
 - b. Prior to commencement of any onsite demolition activity, the contractor shall first obtain all on-site utilities marked and identified in accordance with New Jersey One Call requirements. Prior to the commencement of any demolition activity the contractor shall confirm all utilities have been disconnected/ discontinued.
 - c. The Borough shall be responsible for disconnecting/ discontinuing all utility services to the existing building to be demolished. The contractor shall preserve in operating condition all active utilities traversing the areas where the demolition and removal work is to be performed. Contractor shall protect all sanitary sewer manholes, storm sewer catch basins, water mains, fire hydrants, water valves boxes, poles, and all other appurtenances. The contractor shall repair damage to any such utility due to above stated demolition work to the satisfaction of the utility owner.
2. During the course of the demolition work, the contractor shall be responsible for maintaining traffic flows and safe ingress and egress on site and ensure that the work site is safe and appropriately fenced to restrict access to the public. The contractor shall all provide barricades, cones, ropes, flashers, and manpower as required by the Manual on Uniform Traffic Control Devices and the Borough of Metuchen Police Department. Contractor shall also comply with all applicable on-site OSHA safety standards applicable to all demolition of structures and safety of adjacent structures and properties, dust control and runoff control.
3. All building structure wood framing, masonry walls, foundation walls, concrete foundation footings, associated with structure above and below grade, a building as well as construction debris, rubbish and other surplus soil material shall be removed by the contractor during the structure demolition. Structural steel, cast iron, and heavy timbers, shall be removed individually and carefully lowered and disposed of. All concrete slabs and floor construction shall be removed. All partitions, stairways, piping, wiring, duct work, roofing materials, and all other man-made products associated with the structure, shall be removed and disposed. All asphalt and concrete sidewalks, concrete and asphalt curbing, and block walls immediately surrounding the structure as identified on the project site plan, shall be removed and disposed.
4. Common clean suitable fill material shall be placed where the foundation was removed to match the existing topography of the surrounding lot area.

5. All trash, rubbish, litter, and debris found on the premises at the start of the work, as well as that results from the demolition activities (including rubble, concrete slabs, and concrete slabs, and foundation exposed above the ground level), or deposited on the site by others during the duration of the contract, shall be removed and legally disposed of by the contractor. No materials will be burned by the contractor on the premises.

6. Removal of debris: Prior to demolition of the structure, the contractor shall remove and properly dispose of all debris and trash, including such items as appliances, furniture, cabinets, lighting fixtures.

All bricks, blocks, stone, asphalt, and concrete shall be recycled. The contractor shall provide receipts to the Borough of Metuchen documenting the facility and tonnage recycled.

All metal including light iron, white goods, aluminum, clean wood, and copper shall be recycled. The contractor shall provide receipts to the Borough of Metuchen documenting the facility and tonnage recycled.

All brush, tree parts, and stumps shall be recycled. The contractor shall provide receipts to the Borough of Metuchen documenting the facility and tonnage recycled.

7. Asbestos Identification and remediation. The Borough of Metuchen has identified and remediated asbestos containing floor tiles within the structure to be demolished. The asbestos abatement was performed by a licensed, certified, contractor working under the supervision of the borough's environmental consultant. A copy of the asbestos remediation report EXHIBIT A, and certification is included with this specification. If the contractor finds suspicious materials during demolition, they are to notify the Borough of Metuchen immediately.

8. Underground Storage Tank. An underground oil storage tank has been identified and removed under the supervision of a Licensed Site Remediation Professional (LSRP). A copy of all related tank removal and testing, EXHIBIT B, is included in this specification.

9. Upon issuance of all required construction permits and notice to proceed by the Borough, the contractor will commence work within ten (10) working days.

10. All building demolition work shall be completed within thirty (30) days of the issuance of the notice to proceed by the borough.

11. The awarded contractor must show proof of current authorization for dumping at a licensed landfill or other licensed waste disposal facility. If the contractor ceases to be in good standing with these facilities, this contract shall be canceled and awarded to the next lowest responsible bidder.

12. Qualifications: The contractor must demonstrate the successful completion of projects with a

similar scope of work experience as demolition work.

13. References: Contractors are required to include in the bid a minimum of three (3) references including company name, contact person, and phone number for whom they have completed contracts with a similar scope of work.
14. Equipment: Contractors are required to include in the bid a list of equipment owned/leased and must make equipment available for review upon request. At a minimum, the contractor must own, or have under lease and available the following heavy equipment:
 - a. Appropriately sized Hydraulic Excavator with all required demolition attachments.
 - b. Large dump truck for removal of debris
 - c. Bulldozer
15. Upon completion of the demolition work the vacant building area shall be final graded and stabilized with four (4) inches of topsoil, seed, and hay.
16. The contractor shall provide on-site 20- or 30-yard construction containers in an amount adequate to ensure that all demolition debris are properly contained while on site.
17. The contractor must provide barricades, flashers, and all other necessary safety equipment during all times of demolition and debris removal.
18. Damages: Repair of all damage done to off-site sidewalks, driveways, curbs, fences, streets, fire hydrants, street and traffic signs, light standards, or adjacent structures shall be at the contractor's expense if the contractor refuses or fails to perform the work with such diligence as will ensure its completion within the time specified in these contract documents, the Borough by written notice to the contractor, may terminate the contractor's right to proceed with the work. Upon such termination, the Borough may take over the work and prosecute the same to completion, by contract or otherwise. The contractor and his sureties shall be liable to the Borough for any additional cost incurred by the Borough in its completion of the work.

LIQUIDATED DAMAGES

DAMAGES FOR CAUSE - The Contractor shall be liable to the Borough for any expenses, losses, or damages (as determined by the Borough) incurred in consequence of any defect, omission, or mistake of the Contractor, his Subcontractors, agents, or employees, or for the making good thereof.

COSTS OF ENGINEERING AND INSPECTION – In the discretion of the Borough, there may

be deducted from any payment due the Contractor and retained by the Owner an amount to defray the amount paid by the Owner to inspect the Work for any time in excess of the completion time stipulated by the Contractor, in excess of eight (8) hours per day or on Saturdays, Sundays or Legal Holidays. This amount shall be determined at the rate of \$200.00 per hour for each person employed as an inspector for the site.

DAMAGES FOR NON-COMPLETION – If the Contractor is permitted to finish the work after the specified period of completion, the Borough shall have the authority to deduct and retain from any payments to the Contractor a sum calculated at the rate of \$1,000.00 per calendar day after the specified completion date that the work remains uncompleted, all as liquidated damages and not as a penalty, to defray loss to the Borough due to the Contractor’s failure to complete the Work in the stipulated timeframe. It is mutually agreed that the sum stated for liquidated damages is fair and reasonable and not disproportionate to the actual damages, which are not readily susceptible to exact ascertainment and proof as of the time of the making of the Contract; however,, nothing contained herein shall be construed to prevent recovery by the Borough for the costs of any damages sustained in excess of the liquidated damages provisions herein as a result of the Contractor's failure to complete the Worl within the specified period of completion. Likewise, nothing contained herein shall be construed so as to create an option on the part of the Contractor to either complete the Work on time or pay liquidated damages.

19. **CHANGE ORDERS:** Any submission for partial or final payment shall include any and all change order requests as of the date of such submission, subject to Borough review and approval, prior to the vendor acting on any change order items. Vendors will not be paid for any post-dated change order submitted after the payment request voucher has been received by the Borough of Metuchen.
20. **EMERGENCIES:** If an emergency arises, the Contractor is responsible for contacting the Borough of Metuchen’s point of contact within a two (2) hour time frame. The Contractor must supply the Borough of Metuchen with a cellular phone number to be able to call if an emergency arises.
21. **LOCATION SECURITY:** Buildings, gates, and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working. Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.

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.”

CERTIFICATION: DISCLOSRE OF 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.

Please Note this Additional Requirement:

All bidders shall submit one (1) original and one (3) copies of their sealed submission, on July 18, 2024, at 11:00 a.m.

After the submission opening, a PDF file of the bid submission for **DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1 SAFETY PLACE, BLOCK 132, LOTS 10-17** shall be e-mailed to dzupan@metuchen.com.

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. Certification: Prohibited 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
- Exhibit A Asbestos Identification and Remediation Report and Certification
- Exhibit B Licensed Site Remediation Professional (LSRP) Underground Storage Tank Removal
Memorandum

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

STATE OF NEW JERSEY }
COUNTY OF } **SS: DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1**
SAFETY PLACE, BLOCK 132, LOTS 10-17

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

duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough Council to award to _____ the contract for **DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1 SAFETY PLACE, BLOCK 132, LOTS 10-17**
[NAME OF BIDDER]

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

3. I understand and agree that the Borough of Metuchen will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
4. I also understand and agree that the Borough Council may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the Borough of Metuchen, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Metuchen with any information necessary to verify the answers given.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____, 20____.

Notary Public of

My Commission expires _____, 20__.

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

FORM B

BIDDER'S PROPOSAL FORM

**DEMOLITION/DEBRIS REMOVAL/ RESTORATION
FOR 1 SAFETY PLACE, BLOCK 132, LOTS 10-17**

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 – DEMOLITION/DEBRIS REMOVAL/ RESTORATION
FOR 1 SAFETY PLACE, BLOCK 132, LOTS 10-17**

The undersigned, having examined carefully the Bid Proposal, The General Conditions, Scope of Work, and EXHIBITS A AND B, 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 the above referenced documents 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 **DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1 SAFETY PLACE, BLOCK 132, LOTS 10-17** including materials, labor, tools and/or equipment called for under these specifications complete and in every detail for the following prices:

FORM B

BIDDER'S PROPOSAL FORM B CONTINUED

**DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1 SAFETY PLACE, BLOCK 132,
LOTS 10-17, METUCHEN NEW JERSEY 08840**

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specifications and made part hereof:

Amount in words

\$ _____

Amount in numbers

Prevailing Wage, Middlesex County, New Jersey

1. Labor Hourly Rate, Prevailing Wage Standard – by job title \$ _____ per hour

Job Title _____

Written Amount \$ _____

2. Labor Hourly Rate, Prevailing Wage Standard – by job title \$ _____ per hour

Job Title _____

Written Amount \$ _____

3. Labor Hourly Rate, Prevailing Wage Standard – by job title \$ _____ per hour

Job Title _____

Written Amount \$ _____

4. Labor Hourly Rate, Prevailing Wage Overtime – by job title \$ _____ per hour

Job Title _____

Written Amount \$ _____

BIDDER'S PROPOSAL FORM B CONTINUED

**DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1 SAFETY PLACE, BLOCK 132,
LOTS 10-17, METUCHEN NEW JERSEY 08840**

5. Labor Hourly Rate, Prevailing Wage Overtime – by job title \$ _____ per hour

Job Title _____

Written Amount \$ _____

6. Labor Hourly Rate, Prevailing Wage Overtime – by job title \$ _____ per hour

Job Title _____

Written Amount \$ _____

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

Company Name Federal I.D. # or Social Security #

Address

Signature of Authorized Agent Type or Print Name

Title: _____

Telephone Number Date

Fax Number E-mail address

FORM C
BIDDER'S QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for **DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1 SAFETY PLACE, BLOCK 132, LOTS 10-17.**

Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

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

1. How many years has the bidder been in business as a contractor under your present name?

2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.

3. Has the bidder failed to perform any contract awarded to it by the BOROUGH COUNCIL under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the BOROUGH COUNCIL in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

6. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.

FORM C (CONTINUED)
BIDDER'S QUESTIONNAIRE

7. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address, and phone number of the lessor. If the equipment is to be purchased, provide the name, address, and phone number of the seller.

8. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.

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

10. Additional remarks.

Name of Bidder

FORM D
ACKNOWLEDGEMENT OF ADDENDA

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

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

No Addenda Received

Name of Company _____

Address _____

City, State, Zip Code _____

Signature _____

Date _____

FORM E
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

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

I am _____ of the firm of _____, the Company/Provider (“Company”) making the Proposal for the project or service set forth herein, and that I executed the said Proposal with full authority to do so; that said Company has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; that said Company or its employees has not bribed or attempted to bribe or influence in any way, including the provision of gifts and services, any officer or employee of the Borough in an attempt to influence the awarding of the subject contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to before me correct.
This _____ day of _____, 2024.

(Seal) Notary Public of New Jersey/

Specify Other State (_____)

My commission expires _____, 20__.

The above information is true and to the best of my knowledge.
Company’s Authorized Representative:

Name:

(Printed/Typed)

Title:

(Printed/Typed)

Signature:

FORM F

OWNERSHIP DISCLOSURE FORM

VENDOR NAME:

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE/GOVERNMENTAL UNIT ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP. Please answer all questions and complete the information requested.

- 1. The vendor is a Non-Profit Entity; and therefore, no disclosure is necessary. YES NO
2. The vendor is a Sole Proprietor; and therefore, no other disclosure is necessary. A Sole Proprietor is a person who owns an unincorporated business by himself or her-self. A limited liability company with a single member is not a Sole Proprietor. YES NO
3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and YES NO, therefore, disclosure is necessary.

If you answered YES to Question 3, you must disclose the information requested in the space below: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein.

NAME ADDRESS S ADDRESS c

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NAME ADDRESS S ADDRESS c

NAME ADDRESS S ADDRESS c

- 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? YES NO

If you answered YES to Question 4, you must disclose the information requested in the space below: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME ADDRESS S ADDRESS c

NAME ADDRESS S ADDRESS c

NAME	_____		
ADDRESS	_____		
S	_____		
ADDRESS	_____		
S	_____		
CITY	STATE	ZI	P
NAME	_____		
ADDRESS	_____		
S	_____		
ADDRESS	_____		
S	_____		
CITY	STATE	ZI	P

5 IF ANY OF THE AFOREMENTIONED STOCKHOLDERS ARE A CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, WHEREBY THEY HOLD 10% (TEN PERCENT) OR MORE OF ANY CLASS STOCK IN

BIDDING CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, THEY MUST ALSO PROVIDE THE INFORMATION REQUESTED ABOVE.

** Attach additional sheets if necessary*

Subscribed and sworn to before me
This _____ day of _____, 2024.

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

(Seal) Notary Public of New Jersey/
Specify Other State
My commission Expires _____, 20__.

(Signature)

(Name)

(Address)

(Title)

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. §121 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
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency 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 will 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:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - 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. 52:34-25(b) 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, will 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 will 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 may be used as the contractor’s submission

and is disclosable to the public under the Open Public Records Act.

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 (C.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: 13, 14, 17, 18, 19, 22

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

County:

Freeholders

County Clerk

Sheriff

Surrogate

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

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

Boards of Education (Members of the Board):

Carteret Borough	South Plainfield Borough
Cranbury Township	South River Borough
Dunellen Borough	Spotswood Borough
East Brunswick Township	West Windsor-Plainsboro
Edison Township	Regional
Helmetta Borough	Woodbridge Township
Highland Park Borough	
Jamesburg Borough	
Metuchen Borough	
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	

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

<u>Proposal Form L</u>	
Disclosure of Investment Activities in Iran	
Person or Entity	
Part 1: Certification	
<p style="text-align: center;">COMPLETE PART 1 BY CHECKING <u>EITHER BOX.</u></p> <p>Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.</p> <p>The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.</p>	
<input type="checkbox"/>	<p><i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</i></p>
OR	

<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.</i></p>	
--------------------------	--	--

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is 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 thereby 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, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s)

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	

*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

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 **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 **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 **Borough of Metuchen** to declare any contract(s) resulting from this certification void and unenforceable.

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

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.
--------------------------	--

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.
--------------------------	---

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).
--------------------------	---

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address		
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>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 <i>Borough of Metuchen</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>Borough of Metuchen</i> to notify the <i>Borough of Metuchen</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i>Borough of Metuchen</i>, permitting the <i>Borough of Metuchen</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PROPOSAL FORM – N

Attach completed W-9

FORM O

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT

Certificate(s) of Insurance shall be filed with the Borough’s Clerk’s Office upon award of contract by the Borough Council.

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

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.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

DESCRIPTION OF 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 **DEMOLITION/DEBRIS REMOVAL/ RESTORATION FOR 1 SAFETY PLACE, BLOCK 132, LOTS 10-17**, hereto annexed, which said Contract Documents and Contractor's Bid Proposal annexed thereto are hereby made a part of this agreement as fully and with the same

effect as if the same had been set forth in the body of this agreement.

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

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

ARTICLE FIVE: PAYMENT: BOROUGH agrees to pay CONTRACTOR for said work and materials, when completed or delivered, as the case may be, in accordance with the said Contract Documents and within the time stated, for the actual quantity of authorized work done under each item scheduled in the Proposal at the respective unit price bid therefore by the CONTRACTOR. Payments to be made in accordance with the BOROUGH'S usual requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the BOROUGH reserves the right to reduce or increase any or all of the quantity of each item at the unit price bid. Acceptance of the final payment by the CONTRACTOR shall be understood to be a release in full of all claims against the BOROUGH arising out of or by reason of the work done and the materials furnished under this Contract.

ARTICLE SIX: INDEMNIFICATION: The CONTRACTOR shall indemnify and hold harmless the BOROUGH, collectively and individually, and its officers and employees from and against any and all damages, losses, or claims, including, but not limited to, reasonable attorney's fees that arise as a result of (a)

any negligent act, error, or omission in the performance of the services by the CONTRACTOR or anyone performing the services on behalf of the company and/or (b) any failure to perform or breach of this agreement or a breach of the implied covenant of good faith and fair dealing by the CONTRACTOR or anyone performing the services on behalf of the CONTRACTOR.

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

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

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

a) At all times during performance of the Services, the CONTRACTOR shall secure and maintain in effect insurance to protect the BOROUGH and the CONTRACTOR from and against all claims, damages,

losses, and expenses arising out of or resulting from the performance of this Contract. The CONTRACTOR shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

b) Scope: Medium Maintenance/Repair, Small renovation/Construction, Medium Services

Insurance Coverages

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 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.
12. Employers' Liability: 1,000,000
13. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
14. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate
15. 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 Certification: Prohibited 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
- _____ Reviewed Exhibits A through B

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

Name of Firm or Individual

Title

Signature

Date

EXHIBIT A

Asbestos Identification and Remediation Report and Certification

Separate PDF

EXHIBIT B

Licensed Site Remediation Professional (LSRP) Underground Storage Tank Removal Memorandum

Separate PDF