BOROUGH OF METUCHEN
COUNTY OF MIDDLESEX
STATE OF NEW JERSEY

PROPOSAL SPECIFICATIONS/DOCUMENTS FOR

RFP 26-04

VEHICLE LIFT

SEALED PROPOSALS MUST BE RECEIVED AT:

Borough of Metuchen

Attention: Deborah Zupan, Municipal Clerk

500 Main Street

Metuchen, NJ 08840

NO LATER THAN

SEPTEMBER 18, 2026, 11:00 AM

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Borough of Metuchen
Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Borough of Metuchen in the County of Middlesex, New Jersey for a new, unused heavy duty four post vehicle lift. Proposals will be opened and read in public by the Borough Clerk and QPA, 500 Main Street, Metuchen, New Jersey, 08840 on **SEPTEMBER 18, 2026, 11:00 AM** prevailing time.

Description: RFP 26-04 VEHICLE LIFT

The Borough of Metuchen Department of Public works is requesting a proposal for the purchase, delivery, installation and training of one (1) new unused Heavy Duty Four Post Vehicle Lift to be installed at the Borough Public Works facility located at 44 Jersey Avenue, Metuchen, New Jersey. The price shall include all materials, labor, equipment and training required for the complete installation of the vehicle lift. The vehicle lift shall be a Rotary SM18 (or Equal) Heavy Duty Four Post Lift.

Request for Proposal Documents for the proposed scope of services being sought are available on the Borough website https://www.metuchennj.org/government/bid-documents or from 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 proposal Documents upon proper written request or in person request.

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

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

Deborah Zupan, 500 Main Street, Metuchen, New Jersey 08840
Publication Date on Borough of Metuchen Website:

Instructions to Bidders and Statutory Requirements

I. Submission of Proposal

Sealed proposals shall be received by the contracting unit, hereinafter referred to as “Borough”, by the designated representative at the time and location as stated in the Notice to Bidders. The Borough reserves the right to postpone the date.

The proposals shall be submitted in a sealed envelope: (1) addressed to the Borough, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the project/item title and/or proposal #.

It is the bidder's responsibility to ensure that proposals are received in the office of The Borough Clerk, 500 Main Street, Metuchen, New Jersey, 08840, at the time and at the place designated herein. Proposals may be hand delivered or mailed; however, the Borough disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Proposals received in the Office of the Borough Clerk after the designated time and date will be returned unopened.

Sealed proposals forwarded to the Borough before the time of opening of proposals may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

The Proposal Document Checklist is to be returned completed as well as any and all other requested documentation/certifications/forms. All proposals must be made upon the forms attached hereto and must be signed and acknowledged by the bidder with original signatures, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the Bidders Proposal (schedule of prices) form(s) only and should give the unit price in figures and the total price for the work, both in words and in figures (where applicable). Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Borough. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.

Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

1. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

2. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary, or other person authorized to bind the corporation in the matter.
3. Proposals by sole-proprietorship shall be signed by the proprietor.
4. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

In submitting its proposal, the bidder certifies that the goods and/or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Borough harmless from any damages resulting from such infringement.

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

The contractor shall guarantee any or all goods and services supplied under these specifications for a period of one year from date of delivery/completion unless otherwise specified herein. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

All goods supplied shall be new and unused and of the latest technology unless otherwise specified in the proposal specifications.

II. Insurance and Indemnification Requirements

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. Crime: $1,000,000
    a. Must include Employee Theft and Client Coverage
7. Cyber Liability: $1,000,000 Each Claim / $1,000,000 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).

III. Pricing Information for Preparation of Proposals

The Borough is exempt from any local, state or federal sales, use or excise tax.

The prices submitted shall include the delivery and furnishing of all materials, plant, equipment, tools, scaffolds, items, set up costs, artwork and all other facilities, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the herein. The Borough shall not be charged for travel costs.

Contractor shall be responsible for obtaining any applicable permits, licenses, governmental charges, and/or inspection fees from any government entity (including Metuchen Borough) that has jurisdiction to require the same. All proposals submitted shall have included this cost. While Contractor is responsible to obtain any permits, the Borough shall waive Metuchen Borough permit fees.

Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for shipping, handling, packing,

crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Borough. The Borough shall not be responsible for delivery costs of any type. No additional charges will be allowed for any transportation costs resulting from partial shipments made. Placement may require inside deliveries. Delivery will be made to Metuchen Borough as indicated on the purchase order unless otherwise noted herein.

IV. Statutory and Other Requirements

The following are requirements of this proposal.

1. 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 herein.

Goods, Professional Services and General Service Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following two documents:

a. A photocopy of a Certificate of Employee Information Report; or
b. A photocopy of a completed Form AA 302 provided by the Division with proof of submittal.

2. Americans with Disabilities Act of 1990

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 herein 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.

3. Anti-Discrimination Provisions

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

4. Statement of Ownership

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 proposal or accompanying the proposal of said business organization, there is submitted a statement setting forth the names and addresses of all persons and entities that own ten percent (10%) 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 non-corporate stockholder, and individual partner, and member exceeding the 10% ownership, has been listed.

The included Statement of Ownership shall be completed and returned with the proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the proposal as it cannot be remedied after proposals have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

5. Business Registration Certificate

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

a. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
b. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
c. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses (if applicable).

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

6. New Jersey Worker and Community Right to Know

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

7. Pay to Play (P2P)

Starting in January, 2007, 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.

8. Prevailing Wage Act

If applicable, 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 Borough within ten (10) days of the payment of the 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/pwr_construction.html.

In the event it is found that any workman, employed by the Contractor or any Subcontractors covered by the contract, has been paid a rate of wages less than the prevailing wage required to be paid by the Contractor, the Borough may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work, as to which there has been failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his/her sureties shall be liable to the Borough for any excess costs occasioned thereby.

The Contractor or Subcontractor is required to do the following:

a. Pay to all workmen engaging in the performance of services directly upon a public work, the prevailing rate of wages as required.
b. Keep an accurate record showing name, craft, trade and actual hourly rate of wages paid to each workman employed by him in connection with any public work. Records shall be preserved for two years from date of payment.
c. Post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workmen their wages; and
d. File written statements with the Borough Treasurer or Director of Finance certifying to the amounts then due and owing to any and all workmen for wages due on the account to the public work. The statements shall set forth the names of the persons whose wages are unpaid and amount due to each. The statements should be verified by the oaths of the contractor or subcontractor, as the case may be.

Applicable prevailing wage(s) is required as well as registration and submission of all certified payroll reports.

The Prevailing Wage Threshold: Contracts for public work that exceed a threshold of $19,375.00 as of July 1, 2024, for municipalities, and $2,000 for all other public bodies, are subject to both the Prevailing Wage Act and the PWCR Act.

New Jersey Wage Hub

S - 1442/A-5345, now P.L. 2023, c. 138, requires public work contractor registration and payroll certification for public work projects to be completed online at

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fnjwages.nj.gov%2f&c=E,1,2Mpti4Aovw7lI1HUEQDQ0z-MtVxXFA1VBzhLwJdx_QEm3Tft7ievHL5ByUhZCvtngd_D4VQDvYUWjqVi4WFW1rQoLmtHhAepmfUBxWKxlHlKBDEYhyD0yUs,&typo=1

New Jersey Wage Hub is an official website of the New Jersey Department of Labor & Workforce Development, serving public works contractors, contracting agencies, and

employers to view and submit required forms for public works contracts and qualifying services to promote fair wage practices according to the Prevailing Wage Act and Diane B. Allen Equal Pay Act.

Attention in-state public works contractors: As per P.I. 2022, c.120 (S2357), you must register for NJ Wage Hub and sign up for Employer Access. These are separate registrations.

9. Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 40A:11-2.1 and N.J.S.A. 52:32-58, any person or entity that enters into or renews a contract must complete the certification to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the certification.

10. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

11. The Public Works Contractor Registration Act

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

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act

[N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines “public works projects” as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

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

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at https://www.portal.com/lwd/pwcr.

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

12. State Treasurer’s list of Debarred, Suspended and Disqualified Bidders

The Contractor shall submit with the bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer’s List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer’s List. The Contractor may be debarred, suspended, or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2

13. 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, 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.

14. W-9

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

V. Method of Contract Award

The contract shall remain in effect for a period of one (1) year from the execution of the PO/contract or until proper completion of work unless otherwise noted in these specifications. All prices shall remain fixed for the term(s) of the contract.

The contract will be awarded to the lowest, responsive, responsible bidder.

Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually. Upon PO/contract award and authorization to proceed, authorization is only for the scope specified, and within the not to exceed dollar amount. If at any point, it is anticipated that work may exceed the scope or dollar amount, the managing Department Director must be immediately notified in writing. No work shall be performed or materials supplied without a purchase order. The Borough will not be responsible for payment for unauthorized work performed or materials ordered without a purchase order.

N.J.S.A. 40A:11-6.1(d) states, whenever two or more responses to a request of a contracting agent offer equal prices and are the lowest responsible proposals or proposals, the contracting unit may award the contract to the vendor whose response, in the discretion of the contracting unit, is the most advantageous, price and other factors considered. In such a case, the award resolution or purchase order documentation shall explain why the vendor selected is the most advantageous.

The Borough reserves the right to waive immaterial formalities.

VI. Termination of Contract

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Contractor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the Contractor of any sum or sums set forth in the contract. Borough will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the Contractor and the Borough may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the Contractor is determined.

The Contractor agrees to indemnify and hold the Borough harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.

In case of default by the Contractor, the Borough may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.

Continuation of the terms of the contract beyond the fiscal year (if applicable) is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel the contract.

Acquisition, Merger, Sale and/or Transfer of Business, Etc.
It is understood by all parties that if, during the life of the contract, the Contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the Borough.

The Contractor will not assign any interest in the contract or utilize subcontractors and shall not transfer any interest in the same without the prior written consent of the Borough.

The Borough may terminate the contract for convenience by providing sixty (60) calendar days advance written notice to the Contractor.

VII. Payment

No payment will be made unless duly authorized by the Borough's authorized representative and accompanied by proper documentation.

If applicable, 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 documents, **the Contractor will submit a detailed invoice to the Borough of Metuchen for the preceding calendar month (the "Billing Month"), including an itemized list of all materials provided, with details of the services provided during that month, including the prevailing wage categories and amounts paid for each category (if applicable).**

The Borough of Metuchen shall pay all invoices within 30 days of receipt 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.

AFFIRMTIVE ACTION COMPLIANCE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

FOR GOODS, PROFESSIONAL SERVICES 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with

N.J.A.C. l7:27 5.2, or Good faith efforts to meet targeted 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 two documents:

Certificate of Employee Information Report

Employee Information Report Completed Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

The Contractor and the Borough of Metuchen, (hereafter “Borough”) do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12131 et seq. and 28 C.F.R. 35.101 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 Borough pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Borough, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Borough’s grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the Borough 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 Borough pursuant to this paragraph.

It is further agreed and understood that the Borough assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the

Borough from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS (N.J.A.C. 10:2-1)

10:2-1 Antidiscrimination provisions.

10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Borough of Metuchen Specifications
VEHICLE LIFT

Scope

The Borough of Metuchen Department of Public works is requesting a proposal for the purchase, delivery, installation and training of one (1) new unused Heavy Duty Four Post Vehicle Lift to be installed at the Borough Public Works facility located at 44 Jersey Avenue Metuchen, New Jersey. The quotation shall include all materials, labor, and equipment required for the complete installation of the vehicle lift. The vehicle lift shall be a Rotary SM18 (or Equal) Heavy Duty Four Post Lift and conform to the following specifications:

- Lift Capacity 18,000lbs
- Rise Hight 68”
- Overall Width 11’ 6”
- Overall Length 22’ 11”
- Max Wheelbase 194” / 230”
- Drive Thru Width 10’
- Runway Width 22’
- 2HP Motor / 208-230V
- Rise Time 65 Seconds
- Single point air lock release
- Dual locking system
- Folding ramps with rear chocks
- Air / Filter / Lubricator
- Unit to be prewired and airline kit preinstalled
- Upon completed installation awarded vendor shall provide start-up and training for the unit. This shall not exceed four (4) hours.
- All work identified herein must be completed no later than forty-five (45) days from issuance of purchase order.
- The proposed lift must comply with all applicable Federal, State, and Local regulations, as well as ANSI/ALI ALCTV Standards for Automotive Lifts.

Site Visit

Any prospective bidders wishing to view the site should contact either Brian Lewis (blewis@metuchen.com) or Ralph Carchia (rcarchia@metuchen.com).

Pricing

Line Item 1 (Lump sum) this price shall include all materials, labor, equipment and training required for the complete installation and operation of the vehicle lift. No additional charges of any kind shall be allowed.

"Or Approved Equivalent" Clause

The use in these specifications by brand name or by such specified description of same as is hereby made, is intended to convey to the bidder, an understanding of the degree of excellence required. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all goods/services shall be compared.

Any item, component, or material which conforms to the standards and excellence as established by these specifications, and is of equal merit, strength, durability and appearance and can perform the desired function, is deemed eligible for offer as a substitute.

The qualifications of the offering shall be judged as to their conformance with these specifications. Any materials/equipment offered other than herein specified shall be subject to an evaluation and approval by the Borough of Metuchen.

Proposal Document Checklist – Borough of Metuchen
Proposal RFP 26-04 VEHICLE LIFT

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

BIDDER'S RETURN DOCUMENT CHECKLIST

_____ Insurance Requirements
_____ Mandatory Equal Employment Opportunity Language
_____ Americans with Disabilities Act of 1990
_____ New Jersey Anti-Discrimination Provisions
_____ Proposal Form
_____ Proposal - Schedule of Prices
_____ Vendor qualifications
_____ Vendor references
_____ Statement of Ownership (Ownership Disclosure Certification)
_____ Affirmative Action Affidavit
_____ Disclosure of Investment Activities In Iran
_____ Certification Of Non-Involvement In Prohibited Activities In Russia And Belarus
_____ New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders
_____ Federal Non-Debarment Certification
_____ Bidder's Return Document Checklist
_____ Acknowledgement of receipt of addenda
_____ New Jersey Business Registration Certificate
_____ W-9

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

Company Name			
Full Name (print)		**Title:**	
Signature		**Date:**	

PROPOSAL FORM

For the furnishing of Vehicle Lift to the Borough of Metuchen, County of Middlesex, State of New Jersey

Borough of Metuchen
Office of the Municipal Clerk
500 Main Street
Metuchen, NJ 08840

Sir/Madam:

_____ (name of contractor), hereby declares that he/she is, or they are, the only person or persons interested in this proposal, as principal or principals, that no other person than herein above named has any interest in this proposal or in the contract propose to be taken, that this proposal or proposal is made without any connections with any person or persons making a proposal with the same purpose; that the proposal or proposal is in all respects fair and without collusion or fraud; and that no officer nor any person in the employ of the Borough is directly or indirectly interested in this proposal or in the material or work to which it relates or in any portion of the profits thereof; that he/she has; or they have, examined the entire proposal; that he/she propose and agrees, or they propose and agree, if this proposal is accepted that he/she will, or they will, contract to furnish all material and to perform all the work mentioned in said contract and specifications for the following prices, to wit.

Company Name			
Full Name (print)		**Title:**	
Signature		**Date:**	

Borough of Metuchen
Office of the Municipal Clerk
500 Main Street
Metuchen, NJ 08840

Bidders Proposal (Schedule of Prices) for:
Proposal RFP 26-04 – VEHICLE LIFT

Proposal Opening Date & Time: SEPTEMBER 18, 2026, 11:00 AM

Item No.	Qty	Description of Item(s)	Unit Price	Total Amount
1	LUMP SUM	Lump sum price for the purchase, delivery, installation and training of one (1) new unused Heavy Duty Four Post Vehicle Lift to be installed at the Borough Public Works facility as per specifications	LUMP SUM	
		TOTAL PROPOSAL AMOUNT:	LS	

Total Proposal Amount Written in Words: _____

CERTIFICATION OF BIDDERS PROPOSAL
This form must be completed in full and signed.

Type Name & Title _____

Signature of Authorized Agent _____

Company _____

Address _____

City, State, Zip _____

Phone # _____ Fax # _____

Email _____

Federal I.D. or Social Security Number _____

Vendor Qualifications/References

The bidder shall provide a list of clients in the last five (5) years for whom similar projects have been successfully completed. Please complete the following:

Project Name & Address _____
Owner _____
Contact Person _____
Telephone # _____
Contract Price & Date Completed _____
Architect & Phone # if applicable _____

Project Name & Address _____
Owner _____
Contact Person _____
Telephone # _____
Contract Price & Date Completed _____
Architect & Phone # if applicable _____

Project Name & Address _____
Owner _____
Contact Person _____
Telephone # _____
Contract Price & Date Completed _____
Architect & Phone # if applicable _____

Project Name & Address _____
Owner _____
Contact Person _____
Telephone # _____
Contract Price & Date Completed _____
Architect & Phone # if applicable _____

Firm Qualifications
(Attach additional sheets if necessary)

This form shall set forth brief details of the company's principal activities, the number of personnel in the company and their associated job classifications, the company's locations and the number of years the company has been in business.

Company Name

_____

Company Locations (if more than one, list principal location first)

_____

_____

_____

Company Overview, Principal Activities, Etc.

_____

_____

_____

_____

_____

_____

Number of Employees

_____

Job Classifications(s) of Employees

_____

_____

_____

_____

_____

Year Company was Established _____

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

Name of Organization_____

Address of Organization_____

PART I – **Check the box that represents the type of business organization:**
☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
☐ Other (be specific)_____

PART II
☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

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

Name of Individual or Business Entity	Address

PART III – Disclosure of 10% or Greater Ownership in the Stockholders, Partners, or LLC Members Listed in Part II
If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual

federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	**Page #'s**

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	**Address**

<u>PART IV</u> – Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; 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 completion of any contracts with 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 the Borough of Metuchen to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (print)		Title	
Signature		Date	

Affirmative Action/Mandatory Equal Employment Opportunity Language

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 et seq.
GOODS, 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. l7:27-5.2, 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.

Full Name (print)		Title	
Signature		Date	

Disclosure of Investment Activities in Iran

Person or
Entity_____

Part 1: Certification – COMPLETE PART 1 BY CHECKING <u>EITHER BOX</u>

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. 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.

☐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.

<u>OR</u>

☐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.

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 activates 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) 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	

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[1]") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify: *(check appropriate box)*

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.
OR
☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.
OR
☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(attach additional sheets if necessary)

[1] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Signature of Vendor's Authorized Representative	Date
Print Name & Title of Vendor's Authorized Rep.	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS

The Contractor shall submit with the bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended, or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2

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 _____ an officer of the firm of _____, the Company/Provider ("Company") making the Proposal/Bid for the project or service set forth herein, and that I executed the said Proposal with full authority to do so; that said Company/bidder at the time of making this Proposal/Bid, is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidder; and that all statements contained in said Proposal and in the affidavit are true and correct, and made with full knowledge that the Owner as Local Unit relies on the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work project.

The undersigned further warrant that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Borough of Metuchen shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification on contracting with the Borough of Metuchen if the Contractor, pursuant to N.J.A.C. 7:1D-2.2 commits any acts listed therein, and as determined according to applicable law and regulation.

Full Name (print)		Title	
Signature		Date	

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)	
☐	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	
☐	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)	
☐	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	
☐	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	
□	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	
□	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)	
□	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	
☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ***Borough of Metuchen*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by ***Borough of Metuchen*** to notify the ***Borough of Metuchen*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the ***Borough of Metuchen***, permitting the ***Borough of Metuchen*** to declare any contract(s) resulting from this certification void and unenforceable.

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

ACKNOWLEDGEMENT OF ADDENDA

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

Addenda No.	Issuing Date(s)
1	8/26/26
2	9/3/26

☐ No Addenda Received

Name of Company _____

Address _____

City, State, Zip Code _____

Signature _____

Date _____