#### INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

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#### BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST WINDSOR (Pursuant to N.J.S.A. 40A:11-23.1b)

## A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid By State Statute		Bidder: Initial each item Submitted with Bid
Х	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	aa
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	01
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	av
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	64
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	m

## B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

indsor Re		Bidder: Initial eac tem Submitted x/
X	Bid Document Submission Checklist	ar
X	Completed and signed Bid Forms and Items	CeA
X	Acknowledgement of receipt of changes to Bid document Form (if required)	9
X	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	aa
X	Contractors Qualification Questionnaire	ar
X	Non-Collusion Affidavit (must be notarized)	ar.
X	Mandatory Equal Employment Opportunity Language (must be notarized)	11
	Agreement	
X	Hold Harmless Agreement	a l
X	Prevailing Wage Affidavit	00
	Payment Bond	
	Performance Bond	
	Maintenance Bond	
	Contractor's Affidavit	~
	Contractor's Release	
X	Americans with Disabilities Act	al

## C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Red At Award	uncs	r: Initial each bmitted w/ Bid
X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	Ga
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	ag
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	00
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	av
X	Prohibited Russia-Belarus Activities & Iran Investment Activities Certification	A/

## West Windsor Township Bid Specifications INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

D. SIGNATURE: The undersigned hereby acknowledges reading and submitting the above listed requirements	
Name of Bidder:  A.C.I. ELECTRICAL CONTRACTOR INC.	
By Authorized Representative:	
Signature: And Survey Signature:	
Print Name and Title: ANTHONY INFANTOLINO	
Date Signed: 4/5/23	

**Bid Specifications** 

## INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

#### **BID FORM and BID ITEMS**

TO:

The Township of West Windsor

P. O. Box 38

271 Clarksville Road

Princeton Junction, New Jersey 08550

RE:

INSTALLATION OF NEW EMERGENCY GENERATOR

#### LOCATED AT

## WEST WINDSOR HEALTH AND RECREATION FACILITY

This Bid will not be accepted after 2:00 pm prevailing time on Thursday, April 6, 2023 at which time all Bids will be publicly opened and read.

A.C.I. Electrical Contractor Inc. 124A Greenwood Ave. Midland Park, NJ 07432

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Engineer, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

## INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

Twohvadhed e/6hT Thas Had four hund bollar
(To Be Written In Full)

\$(208,400.50)

## West Windsor Township Bid Specifications INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

Name of Contractor Midland Park, NJ 07432	
Contractor Midland Park, NJ 07432	
Signature of Bidder ANTHONY INFANTOLINO Name Title	Pha
Business Address	
Incorporated under the Laws of the State of	
President ANTHONY INFANTOLINO (Title)	
Secretary(Name) (Title)	
Dated: V/5/27 (Name) (Title)	
(Affix Corporation Seal Here) If a Partnership, Individual, or Non-Incorporated Organization,	
Name of Company	
Signature of Bidder	
(Name) (Title)	
Names and Addresses of Members of Company	

## ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO BID DOCUMENTS FORM

## WEST WINDSOR TOWNSHIP INSTALLATION OF NEW EMERGENCY GENERATOR

#### LOCATED AT

## WEST WINDSOR HEALTH AND RECREATION FACILITY

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid proposal may be subject for rejection of the Bid.

West W	indsor Township Reference Number Title of Addendum/Revision	How Received (mail, fax, pick- up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			
	None			
	1/			

Acknowledged by Bidder
Name of Bidder:A.C.I. ELECTRICAL CONTRACTOR INC.
By Authorized Representative:  ANTHONY INFANTOLINO
Signature:
Print Name and Title: ANTHONY INFANTOLINO
Date: 4/5/03

West Windsor Township

## West Windsor Township Bid Specifications INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

BID BOND	
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,	
A.C.I. Electrical Contractor, Incas Principal, and The Service Insurance Company, Incas Principal, and Principal,	C. Surety, are
hereby held and firmly bound unto the <b>Township of West Windsor</b> , as Owner, in the Penal Sum of 10% NTE Twenty Thousand Dollars (\$ _20,000.00 _) for the payment of which, well an	
made, we hereby jointly and severally bind ourselves, successors and assigns.	a truly to be
100 000	
Signed this, 3rd day of April .2023.	
The condition of the above obligation is such that whereas the Principal has submitted to the Town Windsor a certain Bid, attached hereto and hereby made a part of hereof, to enter into a contract in write	nship of West ting for the
INSTALLATION OF NEW EMERGENCY GENERATOR LOCATED AT	
WEST WINDSOR HEALTH AND RECREATION FACILITY	
NOW THEREFORE,	
A) If said Bid shall be rejected or in the alternative,	
B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the fo attached hereto (properly completed in accordance with said Bid) and shall furnish a bond performance of said contract, and for the payment of all persons performing labor or furnis in the connection therewith, and shall in all other respects perform the agreement of acceptance of said Bid,	for his faithful hing materials
Then this obligation shall be void, otherwise the same shall remain in full force and effect; it be understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no eve penal amount of this obligation as herein stated.	ing expressly nt, exceed the
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bono way impaired or affected by any extension of the time within which the Owner may accept such but does hereby waive notice of any such extension.	ond shall be in id; and Surety
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and su are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by officers, the day and year first set forth above.  A.C.I. Electrical Contractor, Inc.	ich of them as by their proper
BY: Witness	F
The Service Insurance Company	, Inc.
BY: MWWW	
Stephanie Danzis  Witness  Attorney-in-Fact James S. Burger, President	

#### SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A General Contractor that intended to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "IN-HOUSE" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories, please write the word "NONE" in the appropriate space provided.

# West Windsor Township Bid Specifications INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

## LIST OF SURCONTRACTORS

	LIST	F SUBCONT		
TITLE OF BID:	GENERATER ET	N	A.C.I. ELEC	TRICAL CONTRACTOR IN
heact	hthec catel			
Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor   Each Specialized Sul Prime Area
) Sneyer	2 NORTH ST	201-	EXCAVATION	excAVGTI
ENTERPRUS		444-134	& CONCRETE	+CONCH-T
Address 8  License Number  Electrical Work:  Name	DA M		Phone # 30/- We MIDLAND  Phone # 1	PARK
Address	FULL	P	1109	
License Number	V. A. S. A. A. A. C.			
Structural Steel a	nd Ornamental Iron Worl	<u>(:</u>		
Name	111		Phone #	
Address	NII	100	/M	
Steam Power Pla	ents, Steam and Hot Water	r Heating and V	entilating Work:	
Name	1/1/	1//	Phone #	

## BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY THE STATE OF NEW JERSEY

### **TOWNSHIP OF WEST WINDSOR** COUNTY OF MERCER

I, ANTHONY INFANTOLING the Municipality	of wyckeff in the County of
and the State of	of full age, being duly sworn
according to the law on my oath depose and say that:	
that I executed the said Proposal with full authority to bid is not included on the State of New Jersey, Departra & Construction list of Debarred, Suspended and Disquesaid Proposal and in this Affidavit are true and correct, relies upon the truth of the statements contained in sa Affidavit in awarding the contract for said work.	ualified bidders and that all statements contained in and made with the full knowledge that the Township
The undersigned further warrants that should the nan Treasurer's list of Debarred, Suspended and Disqualit life of this Contract, including the Guarantee Period, the the signatory of this Eligibility Affidavit.	fied bidders list at any time prior to, and during the
The undersigned understands that the firm making suspension and/or disqualification in contracting wit Environmental Protection if the Contractor violates a 17:12-6.3 or N.J.A.C. 7:1D-2.2.	th the State of New Jersey and the Department of
A.C.I. ELECTRICAL CONTRACTOR INC	Subscribed and Sworn before me this
Name of Contractor (Type or Print)  Signature/Title	5 Day of APRI/, 20 23
	Paras 1/ 1100
, , , , , , , , , , , , , , , , , , ,	Adeller May
ANTHONY INFANTOLINO	Notary Public
(Type or Print Name of Affiant)	My Commission Expires
	KATHLEEN M. KAYE Notary Public, State of New Jersey Comm. # 50187490 My Commission Expires 3/2/2027

## CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the	following Commetetrical Control 124A Greenwo	
Deta of Our minution of Commons	9 61 11 1 79 1 3	
Date of Organization of Company:	201-848-0010 / Fax	201-848-0016
Name and address of Officers: President: ANTHONY INFAN	Tio No 14	540
Vice President:		
Secretary:		
Treasurer:		
(	CONTRACTOR'S EXPERIENC	DE .
	701111110101010	
1. How many years has your organiz	cation been in business as a gener	al contractor under your present
business name?	EAN	
01	7	your organization had?
<ol><li>What are the latest projects (within additional pages if necessary.)</li></ol>	if the last five years) your organiz	zation has completed: (Attach
Contract Amount	Date Work Completed	For Whom
A. \$		
B. \$	A	
C. \$	TANGE	3
D. \$ 17	MENER	
E. \$		
Names, Addresses and Telephone Nu	mbers of References for the item	s listed above:
Name and Address		Telephone No.
Α.		
B. (00	7	
C. 54		*
110	INIER	
D	154	
Е,		***************************************
		111
4. Have you ever failed to complete	any work awarded to you (withi	n the last ten years)?

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.

West Windsor Township

**Bid Specifications** 

#### INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

#### CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

- Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond
  or bonds set forth in the contract documents upon award of the project in the full amounts specified.
- Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
- 3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
- Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

#### SAMPLE WORDING IS AS SHOWN BELOW:

#### CONSENT OF SURETY

The Service Insurance Company, Inc.  Name 80 Main Street, Suite 330, West Orange, NJ 07052  Address exists under the laws of the State of New Jersey and licensed to do business in the certifies and agrees, that if the contract for (Contracting Agency) Township of W	Insurance Company,  State of New Jersey
80 Main Street, Suite 330, West Orange, NJ 07052  Address exists under the laws of the State of New Jersey and licensed to do business in the	State of New Jersey
Address exists under the laws of the State of New Jersey and licensed to do business in the	State of New Jersey
exists under the laws of the State of New Jersey and licensed to do business in the	State of New Jersey
centines and agrees, that if the contract for (Contracting Agency) Township of vi	lest Windsor
for (Project) _Installation of New Emergency Generator WW Heal	
the undersigned will execute the bond or bonds as required of the contract docume in the full amount set forth in the contract documents for the faithful performance Bidder, provided however, that this commitment shall expire sixty (60) days from agreed upon by Bidder, Owner and Surety to be extended.	of all obligations of the
Signed, sealed and dated this 3rd day of April	, 20 _ 23
(Name)	INSURANCE COMPANY

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

## THE SERVICE INSURANCE COMPANY INC., surety (ies) on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and the surplus requirements of R.S. 17: 17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The Capitol (where applicable) and surplus, as determined in accordance with the applicable laws of this state, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2021 (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indication separately for each surety that surety's capitol and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

The Service Insurance Co., \$11,830,560 (12/31/2021) PKF O'Connor Davies, LLP 245 Park Ave, 12th Fl, New York, NY 10167

(3) (a) With respect to each surety participating in the issuance of the bond that has received from the United States Secretary of Treasury a certificate of authority pursuant to 31 U.S.C 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date (thereof):

The Service Insurance Co., Inc., \$1,183,000 (7/1/2022) Endurance Assurance Corporation, \$113,177,000 (6/1/2022)

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority pursuant to R.S, 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

-N	0	N	E	

- (4) The amount of the bond to which this statement and certification is attached is not to exceed \$15,000,000 per attached bond.
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both then for each contract of reinsurance:
- (a) The name and address of each such reinsurance under that contract and the amount of that reinsurance participation in the contract is as follows:

### ENDURANCE ASSURANCE CORPORATION,

750 Third Avenue

19th Floor

New York, NY 10017

Variable Quota share Treaty and Excess of Loss Treaty maximum single retention on primary Surety (The Service Insurance Company) shall not exceed authorized limits established by the United States Treasury.

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C. 17: 51B-1 et esq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I James S. Burger, as **President** of <u>The Service Insurance Company.</u> a corporation, domiciled in <u>New Jersey</u>, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

James S. Burger, President

BOND NO. 5021

#### THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV) (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), in AL

Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, NJ 07052, a corporation of the State of New Jersey (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC), Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.) and in AL, Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "CONTRACTS. The Board of Directors may authorize any officers, to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances."

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed: any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars).

Does hereby nominate, constitute and appoint not applicable executed in home office of not applicable executed in home office Insurance Agency as its true and lawful Attorney(s)-in-Fact for the following purpose: to make, execute and deliver those bond undertakings and Consents of Surety on behalf of the Company to any Obligee for those bid bond, performance bond, payment bond and other bond undertakings not to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars).

Said Insurance Agency Attorney(s)-In-Fact shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Attorney(s)-In-Fact by executing the attached bond(s), hereby represents and warrants under oath that the Company has granted it/him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Obligee may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or Jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 6th day of June, A.D 2022

THE SERVICE INSURANCE COMPANY, INC.

SS

GLENT BURGER, TREASURER

STATE OF NEW JERSEY

CITY OF WEST ORANGE )

direction of the said Corporation.

deposeth the saith, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and MARIA E. CERQUEIRA Notary Public, State of New Jersey

Comm. # 2360557 My Commission Expires 6/4/2027

On this 6th day of June, A.D. 2022, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, came the above named Treasurer and President of The Service Insurance Company, Inc., to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for himself

Notary Public in the State of New Jersey

JAMES S. BURGER, PRESIDENT

#### CERTIFICATE

I, the undersigned, President of The Service Insurance Company, Inc., The Company, do hereby certify that the original Power of Attorney in which the forgoing is full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII. Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: "That the facsimile or mechanically reproduced signature of the Company President, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

Seal of the said Company, this

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this day of 2022.

JAMES S. BURGER, PRESIDENT

COMPANY EMBOSSED CORPORATE SEAL MUST APPEAR ON BOND FORM AND POWER OF ATTORNEY

#### THE SERVICE INSURANCE COMPANY

(Statutory Basis)

### STATEMENT OF ADMITTED ASSETS, LIABILITIES SHAREHOLDER'S EQUITY AS OF DECEMBER 31, 2021

### ADMITTED ASSETS

(Dollar Rounded)	
Cash & Cash Equivalents & Short Term Investments	3,582,936
Preferred Stocks	83,756
Common Stocks	2,454,338
Bonds	12,442,480
Interest Income Receivable	82,688
Premiums & Agents Balances	54 <b>7</b> ,374
Amounts Receivable from Reinsurers	\$ 301,169
Other Receivable	-
Current Federal Income Tax Recoverable	
Electronic Data Equipment	-
Net Deferred Tax Asset	26,849
TOTAL ADMITTED ASSETS	19,521,590
TOTAL ADMITTED ASSETS	19,521,590
LIABILITIES & SHAREHOLDER'S EQUITY	
LIABILITIES	
Losses & Loss Adjustment Expenses	762,609
Other Expenses	704,395
Taxes, licenses & fees	80,115
Federal Income Tax	166,151
Unearned Premiums	1,428,357
Amounts Withheld or Retained by Company for Accounts of Others  Miscellaneous	4,117,007
Misceriarieous	432,396
Total Liabilities	7,691,030
SHAREHOLDER'S EQUITY	
Common stock, par value \$20.00 per share	
50,000 shares authorized issued, 32,000 shares outstanding as of December 31, 2021	1,000,000
Gross Paid-In & Contributed Surplus	839,198
Unassigned funds (surplus) Treasury Stock	11,029,962 (1,03 <b>8</b> ,600)
Total policyholder's surplus	11,830,560
Town policyficiaes a surprus	11,030,300
TOTAL LIABILITIES & POLICYHOLDER'S SURPLUS	19,521,590
STATE OF NEW JERSEY )	
) SS	
COUNTY OF ESSEX )	
I, James S. Burger, President of Service Insurance Company, Inc., do hereby certify that the above is a true	statement
of the assets, liabilities of said Corporation as of December 31, 2021.	
In the Control of the	
James S. Burger, President	.,
STATE OF NEW JERSEY )	
) SS	:
COUNTY OF ESSEX )	
Subscriped and swom before me, a Notary Public, State of New Jersey, in the County of Essex, this 1st day	of June 2022.
M. · ( )	
MARIA E CERQUEIRA	v jed ud
Notary Public / Notary Public, State of New Jerosy	**
Covins, # 2360557 My Commission Expires 6/4/2027	
9 MAY 1 CHITHINGS IN A TANTON CONTROL OF THE	

### INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

	NON-COLLUSION AFFIDAVIT
	STATE OF:
	COUNTY OF BERGEN:
Ī	ANTHONY INFANTOLINO of the (City, Town, Township, Borough, etc.)
of Wy	in the County of BERGEN and
the State of according to la	w on my oath depose and say that:  of full age, being duly sworn
I am _	PRESIDENT
of the firm of _	A.C.I. ELECTRICAL CONTRACTOR INC.
any collusion, above-named p and made with	so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in or otherwise taken any action in restraint of free, competitive bidding in connection with the project; and that all statements contained in said Proposal and in this affidavit are true and correct, a full knowledge that the west which relies upon the truth of the statements id Proposal and in this affidavit in awarding the contract for the said Project.
such contract u except bona fic	ner warrant that no person(s) or selling agency has been employed or retained to solicit, or secure upon an agreement or understanding for a commission, percentage, brokerage or contingent fee de employees or bona fide established commercial or selling agencies maintained by:
such contract u except bona fic	ipon an agreement or understanding for a commission, percentage, brokerage or contingent fee
such contract u except bona fic	apon an agreement or understanding for a commission, percentage, brokerage or contingent fee de employees or bona fide established commercial or selling agencies maintained by:
such contract vexcept bona fic	pon an agreement or understanding for a commission, percentage, brokerage or contingent fee de employees or bona fide established commercial or selling agencies maintained by:  LECTRICAL CONTRACTOR INC.
A.C.I. El	pon an agreement or understanding for a commission, percentage, brokerage or contingent fee de employees or bona fide established commercial or selling agencies maintained by:  LECTRICAL CONTRACTOR INC.  (Name of Bidder)  ANTHONY INFANTOLINO
such contract u except bona fic A.C.I. El	pon an agreement or understanding for a commission, percentage, brokerage or contingent fee de employees or bona fide established commercial or selling agencies maintained by:  LECTRICAL CONTRACTOR INC.  (Name of Bidder)  ANTHONY INFANTOLINO  or print name of affiant under signature)

## 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)

This statement shall be completed, certified to, and included with all Bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the Bid or proposal.

Name of Organization:	A.C.I. Electrical Contractor Inc. 124A Greenwood Ave.
Organization	Midland Park, NJ 07432
Organization Address:	
Part I Check th	e box that represents the type of business organization:
Sole Proprieto	orship (skip Parts II and III, execute certification in Part IV)
Non-Profit Co	orporation (skip Parts II and III, execute certification in Part IV)
For-Profit Co	rporation (any type) Limited Liability Company (LLC)
Partnership	Limited Partnership Limited Liability Partnership (LLP)
Other (be spec	rific):
Part II	
own ten partnersh the limit	below contains the names and addresses of all stockholders in the corporation who (10%) percent or more of its stock, of any class, or of all individual partners in the hip who own a ten (10%) percent or greater interest therein, or of all members in the diability company who own a ten (10%) percent or greater interest therein, as may be. (COMPLETE THE LIST BELOW IN THIS SECTION.)
	OR
class, or therein, o	tockholder in the corporation owns ten (10%) percent or more of its stock, of any no individual partner in the partnership owns a ten (10%) percent or greater interest or no member in the limited liability company owns a ten (10%) percent or greater herein, as the case may be. ( <b>SKIP TO PART IV.</b> )

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
ANTINCAY INFANTOLINO	548 oldwood RD WYCKeff, NJ -7489

## <u>Part III</u> DISCLOSURE OF TEN (10%) PERCENT 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 ten (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 ten (10%) percent 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
1/	1	
	H	

Please list the names and addresses of each stockholder, partner or member owning a ten (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 noncorporate stockholder, and individual partner, and member exceeding the ten (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	Home Address (for Individuals) or Business Address		
	1/A		

#### Part IV 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 Township of West Windsor 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 the Township of West Windsor to notify the Township of West Windsor 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 Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

		e	PB	Title:	ANTOLINO	ANTHONY INF	Full Name (Print):
Signature: Date: 9/5	3	5/	'4/	Date:	Unt	Atthe	Signature;

(REVISED 4/10)

#### EXHIBIT B

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

#### CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Department of Labor & Workforce Development (Dept. of LWD), Construction EEO Monitoring Program, may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the Contractor or

### EXHIBIT B (Cont.)

subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:
- (I) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

#### EXHIBIT B (Cont.)

- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
- (i) The Contactor or subcontractor shall interview the referred minority or women worker.
- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- (iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) The Contractor or subcontractor agrees to keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and

#### INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

#### EXHIBIT B (Cont.)

women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

1

Signed by Successful Bidder / Contractor

Signed, sealed and delivered in the presence of

(Notarized)

KATHLEEN M. KAYE Notary Public, State of New Jersey Comm. # 50187490

My Commission Expires 3/2/2027

#### **AGREEMENT**

T	his Contract made the	day of	, 2023 by and between	een the Township
Council o	f the Township of West Wi	ndsor, a municipal corpo	oration of the State of New	Jersey, having its
principal	address at 271 Clarksville I	Road, Princeton Junction	, New Jersey 08550 (here	inafter called "the
Township	o") and		having its principal plac	e of business at
		(her	einafter called "the Contra	ictor").

#### WITNESSETH:

It is understood and agreed between the parties hereto as follows:

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of \_\_\_\_\_\_\_\_\_, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as INSTALLATION OF NEW EMERGENCY GENERATOR LOCATED AT WEST WINDSOR HEALTH AND RECREATION FACILITY. Performance by the Contractor is to be completed not later than 200 calendar days from the commencement date set forth in a written notice to proceed from the Township.

The Contractor hereby agrees that its acceptance of final payment from the Township shall be a release in full of any and all claims against the Township out of, or by reason of, the work done and materials furnished under these Contract Documents.

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection with any Instructions to Bidders

West Windsor Township Bid Specifications

INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

material or services furnished and delivered under this Agreement by the Contractor, or by and on account of any act or omission of the Contractor, its agents or employees, for any injury or damage sustained, or alleged to have been sustained, by any party or parties by reason of the use of defective material, furnished and delivered under the Agreement or by, or on account of any act of omission or commission of any Contractor, its agents or employees; and, in case any such action shall be brought against the Township of West Windsor, its officers, agents and employees, the Contractor shall immediately take charge of and defend same at its own cost and expense. The Township of West Windsor may, if it so desires, defend such action and charge the expense of same to the Contractor.

Section 3. Insurance.

The Contractor shall maintain the following amounts of insurance coverage during the course of this Agreement:

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.
  - Bodily injury and property damage, shall be in accordance with the contract documents.
- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

Section 4. Final Inspection and Payment.

All labor and supplies delivered to or performed for the Township by the Contractor shall be subject to final inspection by the Township. If the results of any such inspections indicate that any labor or materials are deficient in any respect, the Township may reject such services and shall require the Contractor to make such changes and provide such additional services as the Township may consider necessary to conform to the bid specifications. Failure to make such changes as are requested by the Township to conform to the bid specifications within thirty (30) days after notice is given, shall be cause for the Township to consider the Contractor in breach of the contract.

Payment will be made by the Township on Township voucher forms which are duly certified by the Contractor and attached to an itemization of the materials or services furnished. Payment of the full contract amount will indicate satisfactory evidence that the work has been completed and accepted, unless written agreement to the contrary is made between the Township and the Contractor. Payment vouchers may be submitted on a bi-weekly basis and shall not be considered for payment until the work and/or services provided by the Contractor have been installed, inspected and approved by the Township.

Section 5. Compliance with State and Federal Law.

The Contractor expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this Agreement.

Section 6. Statement of Compliance with Chapter 127 of the Public Laws of 1975 (N.J.A.C. 17:27)

During the performance of this contract, the successful Bidder/Contractor agrees as follows:

a. 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 or sex. 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 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

West Windsor Township Bid Specifications

### INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

- b. 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 or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.
- d. 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.
- e. When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C as long as the Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a (A) construction trade, the Contractor or Subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the Contractor or Subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the American with Disabilities Act. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

Bid Specifications

## INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above, or if the Contractor or Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goal:
  - (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided that the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
    - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a Contractor or Subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

**Bid Specifications** 

## INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

- (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the **(C)** Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the Public Agency Compliance Officer and the Division an initial project workforce report (Form AA 201) 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 also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the Public Agency Compliance Officer.

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

(D) The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance &

West Windsor Township Bid Specifications

#### INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

EEO for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)</u>.

Section 7. Acknowledgement of compliance with Section 11 of Chapter 150 of the Public Laws of 1963 (C.34:11-56.35 et seq.)

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute allows the Commissioner of Labor and Workforce Development to immediately issue a stop-work order if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the General Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order. Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor hereby agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its Subcontractors.

#### Section 8. Furnishing of Maintenance Bond.

The Contractor shall be obligated to provide a maintenance bond to the Township following the completion of services under this contract, pursuant to the bid specifications.

#### Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of *Three Hundred Dollars (\$300.00) per day (revise per General Conditions 4.23 based on contract value)* for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

The said amount is fixed and agreed upon by and between the Contractor and the Township because of the impracticality and extreme difficulty affixing and ascertaining the actual damages the Township will suffer.

## INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

Section 10. General Conditions.

- a. This Agreement incorporates by reference all provisions of the bid documents, including specifications and general conditions and instructions to bidders. This Agreement and the bid documents supersede all other representations and understandings between the parties.
- b. This Agreement is binding upon the Township, its successors or assigns and upon the Contractor and its successors. This Agreement may not be assigned by the Contractor.
- c. The Township shall recognize only the Contractor for the proper execution of this Agreement and work performed under this Agreement in accordance with the Contract Documents. Approval of a Subcontractor by the Township in no way relieves the Contractor from full responsibility for fulfilling all conditions of the Agreement.
- d. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.
- e. Any notices to be given under this Agreement shall be via first-class mail, addressed to the respective party at the address first appearing in this Agreement.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by its Mayor, attested to by its Clerk and its corporate seal is hereunto affixed, pursuant to a Resolution of the Township Council of the Township of West Windsor passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

ATTEST:		TOWNSHIP OF WEST WINDSOR	
	By:		
Gay Huber Township Clerk		Hemant Marathe Mayor	
		Ву:	
		Contractor	

#### INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

#### HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

Signed this

as a binding act in deed of

day of

A.C.I. ELECTRIC

NTRACTOR INC.

Name of Organization

Authorized Signature & Title
ANTHONY INFANTOLINO

Print Authorized Signature Name & Title

#### PREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

Authorized Signature & Title ANTHONY INFANTOLINO

Print Authorized Signature Name & Title

### NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:33-44.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

Name  A.C.I. ELECTRICAL CONTRACTOR INC.	Not Registered	Registration Number
(Subcontractor) DSneyer EnTerPRUS		0744650
(Subcontractor) PATTMAN PLUMBLY		09418396
(Subcontractor)		
(Subcontractor)		-
Subscribed and sworn  Before me this		
of HARIL 20 D Kattleen large	1	Signature Signature
Notary Public of New Yusuy	1	Name and Title
My Commission Expires  KATHLEEN M. KAYE  Notary Public, State of New Jersey  Comm. # 50187490  My Commission Expires 3/2/2027	1	(type or print)

<sup>\*\*</sup> Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.

### INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

### PUBLIC WORKS CONTRACTOR REGISRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

Nar Bidder ACTE/e		Not Registered	Registration Number
(Subcontractor) DSmey			628091
(Subcontractor) PATTMA	phenong		6040899
(Subcontractor)			
(Subcontractor)			
Subscribed and sworn  Before me this	day 2023. Layer	Name	NFANTOLINO PR e
My Commission Expires	KATHLEEN M. KAYE Notary Public, State of New Jers Comm. # 50187490 My Commission Expires 3/2/202	sey	or print)

### West Windsor Township Bid Specifications INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

### PROHIBITED ACTIVITIES IN RUSSIA, BELARUS & INVESTMENT ACTIVITIES IN IRAN

100	STA	ANDARD	BID DOCUMEN	NT REFERENCE		147
Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
77 77 70		Y/N		Mandatory	Optional	N/A
Applicability	LPCL	Y	Goods and Services	x		
	PSCL	Y	Construction			X
Instructions Reference						
Description	public contractivities in local public	racts for g Russia or I contracts	oods or services Belarus. P.L. 201 for goods and se	ewal, amendment, with persons or 2, c.25 prohibits the rvices with person ance sectors of Ira	entities engaging ne award or renev ns or entities eng	g in prohibite val of State an
198	Jersey Depa activities in	neither the ertment of t Russia or l	y nor any parent he Treasury's list	an be entered into entity, subsidiary, of entities determ to P.L. 2022, c. 3 (5 list").	or affiliate is list ined to be engage	ted on the Ne ed in prohibite

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

### Prohibited Russia-Belarus Activities & Iran Investment Activities

**Person or Entity** 

A.C.I. ELECTRICAL CONTRACTOR INC.

### Part 1: Certification

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

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

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

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

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

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

### CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

### CONTRACT AMENDMENTS AND EXTENSIONS

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

### IF UNABLE TO CERTIFY

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

### Part 2: Additional Information

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

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

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

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

I acknowledge that the Township of West Windsor 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 Township of West Windsor to notify the Township of West Windsor 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 Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	ANTHONY	INFANTOLI	NO Title	P	Res
Signature	Bellen	ASTA		Date	4/5/20

### AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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 Township 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 Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

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

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Signed by

successful Bidder Contractor

Signed, sealed and delivered

in the presence of

(Notarized)

KATHLEEN M. KAYE Notary Public, State of New Jersey Comm. # 50187490

My Commission Expires 3/2/2027

### INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

BID DOCUMENT REQUIREMENT		
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 unit 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.

INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

### 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	A.C.I. Electrical Contractor Inc. 124A Greenwood Ave.
Address of Individual or Organization	Midland Park, NJ 07432
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check th	e box that represents the type of business organization:
☐ Limited Par ☐ Other (be specific	
	TIFICATION OF NON-DEBARMENT: Individual or Organization
1 L L	individual or organization listed above in Part I is not debarred by the
federal government fro authorized to execute t Windsor Township is re continuing obligation fr West Windsor Townshi information contained statement or misrepres prosecution under the	m contracting with a federal agency. I further acknowledge: that I am his certification on behalf of the above-named organization; that West lying on the information contained herein and that I am under a om the date of this certification through the date of contract award by to notify West Windsor Township in writing of any changes to the nerein; that I am aware that it is a criminal offense to make a false entation in this certification, and if I do so, I am subject to criminal aw and that it will constitute a material breach of my agreement(s) with permitting West Windsor Township to declare any contract(s) resulting
federal government fro authorized to execute t Windsor Township is re continuing obligation fr West Windsor Townshi information contained statement or misrepres prosecution under the West Windsor Townshi	m contracting with a federal agency. I further acknowledge: that I am his certification on behalf of the above-named organization; that West lying on the information contained herein and that I am under a om the date of this certification through the date of contract award by to notify West Windsor Township in writing of any changes to the nerein; that I am aware that it is a criminal offense to make a false entation in this certification, and if I do so, I am subject to criminal aw and that it will constitute a material breach of my agreement(s) with permitting West Windsor Township to declare any contract(s) resulting

Section A (Check the Box tha	t 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	ANTHONY INFANTOLINO
Home Address (for Individual) or Business Address	548 oldwoods AD WYCKeff, NJ =78
	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 (Sk	cip 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 the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	11/11
Home Address (for Individual) or Business 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.

### West Windsor Township Bid Specifications INSTALLATION OF NEW EMERGENCY GENERATOR AT WW HEALTH / RECREATION FACILITY

TRUE TO STATE OF THE STATE OF T	Section C - Part III Ce	rtification	
I hereby certify that no individu	ual or organization that is	debarred by the fe	deral government from
contracting with a federal ager	ncy owns greater than 50	percent of the Orga	anization listed above in
Part I or, if applicable, owns gro	eater than 50 percent of	a parent entity of <	name of organization>.
I further acknowledge: that I ar	m authorized to execute	this certification on	behalf of the above-
named organization; that West	t Windsor Township is re	lying on the inform	ation contained herein
and that I am under a continuir	ng obligation from the da	te of this certification	on through the date of
contract award to notify West	Windsor Township in wri	ting of any changes	to the information
contained herein; that I am aw	are that it is a criminal of	fense to make a fall	se statement or
misrepresentation in this certif	ication, and if I do so, I ar	m subject to crimina	al prosecution under the
law and that it will constitute a	material breach of my a	greement(s) with W	est Windsor Township,
permitting West Windsor Town			
and unenforceable.	, / 1		
Full Name (Print):	1/1	Title:	
Signature:	011	Date:	

12 21		Section A
0	Organization listed stock, or of the part I owns more than 5 company or compan	and address of the corporation(s) in which the in Part I owns more than 50 percent of voting enership(s) in which the Organization listed in Part 0 percent interest therein, or of the limited liability nies in which the Organization listed above in Part 0 percent interest therein, as the case may be.
Name of Business Entity		Business Address
	1	A

 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	n B (skip if no business e	ntities are listed in S	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).				
	itity Controlled by Entity ition A of Part IV	В	usiness Address		
		A			
**Add additional She	eets if necessary**				
		OR			
		on or owns greater th	an 50 percent of the voting an 50 percent interest in any		
PACTURE IN	Section C -	<b>Part IV Certification</b>			
of any entity that the agency and, if applie greater than 50 per a federal agency. It behalf of the above information contain certification throug Windsor Township aware that it is a cricertification, and if constitute a material	nat is debarred by the fed cable, does not own great cent of any entity debarr further acknowledge: that named organization; that he detein and that I ame the date of contract awain writing of any changes minal offense to make a I do so, I am subject to creat al breach of my agreement to declare any contract(s	deral government from the than 50 percent of the death of the federal government at I am authorized to at West Windsor Town under a continuing of vard by West Windsor to the information of false statement or maininal prosecution unit(s) with West Winds ) resulting from this of	bligation from the date of this r Township to notify West ontained herein; that I am isrepresentation in this nder the law and that it will sor Township, permitting West		
Full Name (Print):	ANTHONY INFA	NTOLINO Title:	Plan		
Signature:	( Jaly Mr.)	Date:	4/5/2		

BUSINESS REGISTRATION CERTIFICATE STATE OF NEW JERSEY

DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252

TAXPAYER NAME:

A C I ELECTRICAL CONTRACTOR, INC.

ADDRESS:

**DUMONT NJ 07628-1612** 31 LENOX AVE

EFFECTIVE DATE:

10/06/99

TRADE NAME:

SEQUENCE NUMBER:

0744650

ISSUANCE DATE:

......

05/19/05

FORM-BRC(08-01)

\*ORM-BRC(08-01)
This Certificate is NOT assignable or transferable it must be conspicuousMdisplayed at above address

Certification 50327

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

effect for the period of N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to 15-F国B-2020 to 15-FEB-2027

ACI ELECTRICAL 124A GREENWOOD AVE. CONTRACTOR INC.

MIDLAND PARK NJ 07432

**ELIZABETH MAHER MUOIO** State Treasurer



## State of New Jersey

# Department of Labor and Workforce Development Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):

Anthony Infantolino, President



and may be revoked for cause by the Commissioner

This certificate may not be transferred or assigned

of Labor and Workforce Development.

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES, PLEASE VERIFY AUTHENTICITY

## State Of New Jersey New Jersey Office of the Attorney General Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE Board of Examiners of Electrical Contractors

HAS LICENSED

ANTHONY C. INFANTOLIND 548 Oldwoods Road Wyckoff NJ 07481

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

Signature of Licensea Registration.certification # ACTING DIRECTOR

New Jersey Office of the Attorney General Division of Consumer Attains
THIS IS TO CERTIFY THAT THE Board of Examiners of Electrical Contractor

ANTHONY C. INFANTOLINO Electrical Contractor

03/30/2021 TO 03/31/2024

03/30/2021 TO 03/31/2024

03/30/2021 TO 03/31/2024

03/30/2021 TO 03/31/2024

License/Registration/Certificate #

34EB01454000

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES, PLEASE VERIFY AUTHENTICITY.

## State Of New Jersey New Jersey Office of the Attorney General Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE Board of Examiners of Electrical Contractors

HAS LICENSED

ACI ELECTR CONTR INC ANTHONY C INFANTOLINO 548 Old Oldwoods Road Wyckoff NJ 07481

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

ALID

ALID

ALID

LICENSE REGISTRATION. CERTIFICATION #

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

ACI ELECTH CONTR INC
Electrical Business Permit

O4/02/2021 TO 03/31/2028

O4/02/2021 TO 03/31/2028

O4/02/2021 TO 03/31/2028

### **Anthony Infantolino**

From:

CClass@treas.state.nj.us

Sent:

Thursday, February 24, 2022 8:46 AM

To: Subject: Anthony Infantolino Notice of Classification

ACI ELECTRICAL CONTRACTOR INC 124A GREENWOOD AVE MIDLAND, NJ 07432

### State of New Jersey



### DEPARTMENT OF THE TREASURY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION 33 WEST STATE STREET - P.O. BOX 034 TRENTON, NEW JERSEY 08625-0034



### NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate	Trade(s) & License(s)	Effective	Expiration
Amount		Date	Date
\$3,000,000	C047 -ELECTRICAL license #: 34EB01454000	02/18/2022	02/17/2024

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- · Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <a href="http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27">http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27</a> 03 07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE <a href="https://doi.org/10.108/journal.com/">DPMC WEB SITE</a>.

Fiber Installation & Splicing

Fire Suppression Systems

Parking & Control Systems

Control Systems

### CONTRACTOR NOTICE OF PREQUALIFICATION

for ACI Electrical Contractor, Inc. 124A Greenwood Avenue Midland Park, NJ 07321

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: February 28, 2022 Expiration Date: February 17, 2024		Aggregate Limit: \$3 Million
Construction Manager as Constructor	Sprinkler Systems	Pile Driving
Design Build	Sheet Metal (Mechanical)	Prefabrication Buildings
General Construction	Electrical	Prefabrication Music/Sound Clean Rooms
General Construction/Alterations &	Communications Systems	Relocatable Buildings
Additions	-	
Partitions/Ceilings	Fire Alarm/Signal Systems	Asbestos Removal/Treatment
Doors & Hardware	Security/Intrusion Alarms	Asbestos Removal/Mechanical
Windows	Audio Visual Systems	Waste Removal Toxic/Hazardous
Siding & Gutters	Site Work	Radon Mitigation
Carpeting	Sewage & Water Treatment Plants	Lead Paint Abatement
Flooring/Tile	Sewer Piping & Storm Drains	Detention Equipment Systems
Millwork	Landscape Construction	Energy Management Systems
Insulation	Underground Water & Utilities	☐ Elevators
Acoustical	Road Construction & Paving	Museum Exhibits
Concrete/Foundation Footings/	Athletic Fields/Tracks/Courts	☐ Test Boring
Masonry Work		
Gunite	Athletic Fields/Synthetic Turf	Well Drilling
☐ Demolition	Pumping Stations	Microbial Remediation
Fencing	Landscape Irrigation	Food Service Equipment
Historical Light Fixture Restoration	Roofing-Membrane EPDM	School Furnishings
Historical Restoration	Roofing-Membrane PVC/CPE/CSPE	☐ Lab Furniture/Equipment
Pre-Cast Concrete	Roofing-Membrane Modified Bitun	nen Seating/Bleachers
Curtain Walls	Roofing-Urethane	Swimming Pools
Architectural Cast Iron	Roofing-Built Up	☐ Dust Collectors
Welding	Roofing-Metal	Signage & Graphics
Structural Steel & Ornamental Iron	Roofing-Tile/Slate/Shingles	Septic Systems
Plumbing	Caulking & Waterproofing	Stage Equipment
Oil & Gas Burners	Scaffolding	Underground Storage Tanks/Closure &
		Installation
□HVACR	Roofing-Historical Sites	Underground Storage Tanks/Installation
Boilers (New Repair)	Roofing-TPO	Underground Storage Tanks/Closure
Service Station	Painting-General	UST/Tank Testing
Solar Energy Systems	Painting-Tanks/Steel Structures/	Underground Storage Tanks/
	Elevated Structures	Corrosion Protection Systems Analysis
Energy Services (ESCO)	Painting-Historical Sites	Above Ground Storage Tanks
Geothermal Loop Systems	Sandblasting	Site Remediation
☐ Fireproof Applications	Divers	☐ Inside Plant Cable
Insulation (Mechanical)	Barges	Outside Plant Cable

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx

Bulkhead & Docks Jetty & Breakwater

☐ Dredging



### State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER Lt. Governor TRENTON, NJ 08625-034 PHONE: 609-292-2146 FAX: 609-984-6679 ELIZABETH MAHER MUOIO

State Treasurer

### **APPROVED**

under the Small Business Set-Aside Act

This certificate acknowledges A C I ELECTRICAL CONTRACTOR, INC. as a Category 4 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply provisionally.



Issued: 1/19/2022

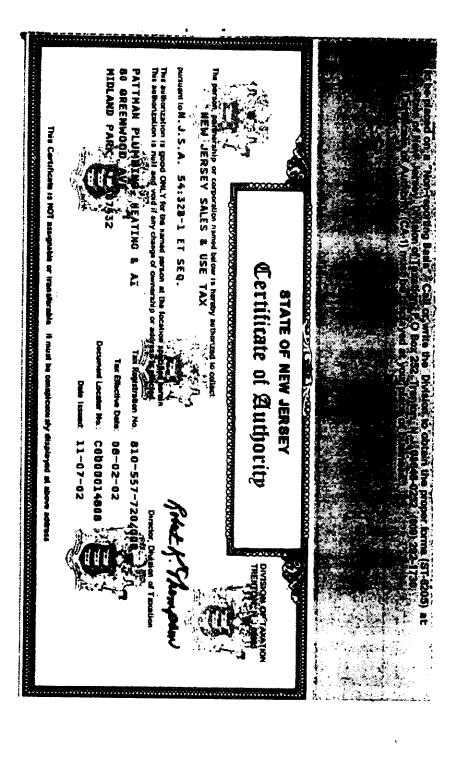
Certification Number: A0205-48

Peter Jowishi

Peter Lowicki Deputy Director

Expiration: 1/19/2025

The expiration date is contingent on the proper and ontime filing of all Annual Verifications for nonprovisional certificates. Please see above for more detail.





### State of New Jersey

# Department of Labor and Workforce Development Division of Wage and Hour Compliance

## **Public Works Contractor Registration Act**

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

PATTMAN PLUMBING, JETTI OS NR JONDITIONING, INC.

Responsible Representative(s):

John Pattman, President

Robert Asaro-Angelo, Commissioner

Department of Labor and Workforce Development

NON TRANSFERABLE

of Labor and Workforce Development.

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner

Expiration Date:

06/01/2022 05/31/2024

Registration Date:

FORM-BRC(08-01) EFFECTIVEID OSIONIO2 ADDRESS 810-557-72000g TAXPAYER IDENTIFICATION#1 FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS CHARLES TO THE CONTRACT OF THE BUSINESS REGISTRATION CERTIFICATE STATE OF NEW JERSEY 11/07/02 San Anna Company of the Company of t

### BUSINESS REGISTRATION CERTIFICATE STATE OF NEW JERSEY

PATTMAN PLUMBING, HEATING & AIR CONDITIONING,

INC'

Тахраует Мате:

Trade Name:

Address:

80 CKEENMOOD VAE

MIDLAND PARK, NJ 07432-1413

Certificate Number: 0948396

Effective Date: November 07, 2002

Date of Issuance: March 24, 2022

For Office Use Only:

20220324104623427



PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER
Li. Governor

TRENTON, NJ 08625-034 PHONE: 609-292-2146 FAX: 609-984-6679 ELIZABETH MAHER MUOIO State Treasurer

### **APPROVED**

under the Small Business Set-Aside Act

This certificate acknowledges PATTMAN PLUMBING, HEATING & AIR CONDITIONING, INC. as a Category 5 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14...

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application.



Issued: 1/4/2022

Certification Number: A0200-62

Peter Jowish

Peter Lowicki Deputy Director

Expiration: 1/4/2025

The expiration date is contingent on the proper and ontime filing of all Annual Verifications. Please see above for more detail. of Licensee-Registrant/Certificate Holder

05/11/2021 TO 06/30/2023

36B 100826100

New Jersey Office of the Attorney General Board of Exam. of Master Plumbers HAS LICENSED JOHN H. PATTMAN III 80 Greenwood Avenue Suite 10 Midland Park NJ 07432 **Division of Consumer Affairs** THIS IS TO CERTIFY THAT THE State Of New Jersey

FOR PRACTICE IN NEW JERSEY AS A(N): Master Plumber

New Jersey Office of the Attorney General Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE Board of Exam of Master Plumbers
HAS LICENSED
JOHN H. PATTMAN III
Master Plumber

PLEASE DETACH HERE FOUR LICENSE/REGISTRATION CERTIFICATE ID CARD IS LOST PLEASE NOTIFY:
DOARD OF EXAM. OF MARCAY Plumbars
P.O. Box 45008 Sewark, BJ 07101

05/11/2021 TO 08/30/2023 VALID

36B 100826100

-PLEASE DETACH HERE-

### THIS OCCUMENT IS PRINTED ON WATERMARKED PAPER. WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES, PLEASE VERIFY AUTHENTICITY.

### State Of New Jersey New Jersey Office of the Attorney General Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE Board of Exeminers of HVACR Contractors

HAS LICENSED

JOHN H. PATTMAN III 80 Greenwood Avenue Suite 10 Midland Park HJ 07432

FOR PRACTICE IN NEW JERSEY AS A(N): Master HVACH Contractor

04/28/2022 TO 06/30/2024

if Jessey Office of the Attomay General Bibliot of Consumer Affairs IS IS TO CERTIFY THAT THE INTO Cammers of HYACR Contractors 04/28/2022 TO 06/30/2024

IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
BOARD OF EMBRINGER OF HYACK CONTRACT

P.O. Box 47031 Hewark, MJ 07101

- PLEASE DETACH HERE-

CERTIFICATE OF EMPLOYEE INFORMATION REPORT TATALINE Certification 56171

This is to oselly that the contractor lies

yea information Report pursuant to

affect for the period of

MINE CONTIONS

BASTRAM PERMITING BEASTS
80 GREENWOOD AVE. MJ 078



**Acting State Treasurer** FORD M. BOUDDER

32 EAST FRONT STREET P.O. BOX 991 TRENTON, NJ 08625-0991

### **CONTRACTOR NOTICE OF PREQUALIFICATION**

for

Pattman Plumbing, Heating & A/C inc. 80 Greenwood Ave., Suite 10 Midland Park, NJ 07432

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: March 15, 2022 Expiration Date: April 8, 2024			Aggregat	e Lir	nit: \$6 Million
		L			
Construction Manager as Constructor		Sprinkler Systems		П	Pile Driving
Design Build	I I	Sheet Metal (Mechanical)			Prefabrication Buildings
General Construction		Electrical			Prefabrication Music/Sound Clean Rooms
General Construction/Alterations &		Communications Systems			Relocatable Buildings
Additions		- ,			
Partitions/Ceilings		Fire Alarm/Signal Systems			Asbestos Removal/Treatment
Doors & Hardware		Security/Intrusion Alarms			Asbestos Removal/Mechanical
Windows		Audio Visual Systems		Ū۷	Waste Removal Toxic/Hazardous
Siding & Gutters		Site Work		and the	Radon Mitigation
Carpeting		Sewage & Water Treatment Plants			ead Paint Abatement
Flooring/Tile		Sewer Piping & Storm Drains			Detention Equipment Systems
Millwork		Landscape Construction			nergy Management Systems
Insulation	TE	Underground Water & Utilities			levators
Acoustical	ľ	Road Construction & Paving		٦	Museum Exhibits
Concrete/Foundation Footings/		Athletic Fields/Tracks/Courts			est Boring
Masonry Work		- "	}	_	·
Gunite	TC	Athletic Fields/Synthetic Turf	1	ΠV	Vell Drilling
☐ Demolition		Pumping Stations			Microbial Remediation
Fencing		Landscape Irrigation		□F	ood Service Equipment
Historical Light Fixture Restoration		Roofing-Membrane EPDM			ichool Furnishings
Historical Restoration		Roofing-Membrane PVC/CPE/CSPE			ab Furniture/Equipment
Pre-Cast Concrete		Roofing-Membrane Modified Bitum	en		eating/Bleachers
Curtain Walls		Roofing-Urethane			wimming Pools
Architectural Cast Iron	TE	Roofing-Built Up			Oust Collectors
Welding		Roofing-Metal		S	ignage & Graphics
Structural Steel & Ornamental Iron	TE	Roofing-Tile/Slate/Shingles			eptic Systems
R Plumbing		Caulking & Waterproofing			tage Equipment
Oll & Gas Burners	T	Scaffolding			Inderground Storage Tanks/Closure &
					nstaliation
HVACR		Roofing-Historical Sites		Jυ	Inderground Storage Tanks/Installation
☐ Boilers (New Repair)		Roofing-TPO		U	Inderground Storage Tanks/Closure
Service Station		Painting-General			JST/Tank Testing
Solar Energy Systems		Painting-Tanks/Steel Structures/		u	Inderground Storage Tanks/
		Elevated Structures		C	Corrosion Protection Systems Analysis
Energy Services (ESCO)	_  ⊑	Painting-Historical Sites		A	bove Ground Storage Tanks
Geothermal Loop Systems		Sandblasting		S	ite Remediation
Fireproof Applications	$\perp \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \!$	Divers		☐ Ir	nside Plant Cable
Insulation (Mechanical)	$\bot \Box$	Barges		<u> </u>	Outside Plant Cable
Fire Suppression Systems		Bulkhead & Docks		] Fi	iber Installation & Splicing
Control Systems		Jetty & Breakwater			The state of the s
Parking & Control Systems		Dredging			

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx

NJSDA Risk Management - Prequalification Unit - 609-858-5356



### **Notice of Classification**

CClass@treas.state.nj.us <CClass@treas.state.nj.us>
To: angela@pattmanplumbing.com

Thu, Mar 10, 2022 at 8:13 AM

PATTMAN PLUMBING, HEATING & AIR CONDITIONING, INC. 80 GREENWOOD AVE SUITE 10 MIDLAND PARK, NJ 07432

### State of New Jersey



DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034

NOTICE OF CLASSIFICATION



In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$6,000,000	C032 -HVACR	04/09/2022	04/08/2024
	license #: 19HC00231600 C030 -PLUMBING license #: 36B100826100	04/09/2022	
	C046 -SHEET METAL - MECHANICAL	04/09/2022	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27\_03\_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

\$119,000.00

Let's Yo Yogurt Shop Sal Petruzella 201-615-6395	Wyckoff Board of Ed Bob Iamello DiCara Rubino architects	Freehold Housing Authority Bill Hodges 845-615-0350 LAN Associates	Boro of Rutherford Pete Bondar 973-614-0005 T&M Associates	Sycamore Ridge Steve Clark 215-789-6245 McGrann Associates	Princeton School District Paul Gibeault 609-695-7400 Speizle Architects	New Community Corp Rich Rohrman 973-596-1176	Somerville Police station Brendan Nally 908-725-2300	Housing Authority of Bergen County Bill Hodges 845-615-0350 LAN Associates
2 new fast food yogurt stores	New 1600amp service & panel replacement at George Washington School	Panel Retro-fit	3 new diesel generators for 3 firehouses	Induction lighting retro-fit	Phase 2 feeder replacement	3 Hi-rise building LED retro-fit Newark, NJ	100KW generator installation	100KW generator
\$78,000.00	\$320,000.00	\$17,480.00	\$237,840.00	\$61,400.00	\$85,900.00	\$318,229.00	\$77,860.00	\$120,000.00
06-2012 & 10-2012	9/1/2014	10/1/2013	5/1/2014	2/1/2014	9/1/2013	10/1/2012	10/1/2012	6/1/2013

Route 300 Partners Tom Cusanelli

Boro or Ridgefield	HABC	Princeton BOE	Borough of Tenafly Maser Consulting	Private Residence John Lange 201-248-4010	Private Residence John Lange 201-248-4010	Borough of East Rutherford Firehouse Remington Verick & Arango	Ramsey Board of Education High School	Mayhill Parking Garage Value Properties	Housing Authority of Bergen County Bill Hodges LAN Associates	TFC Cusanelli Architects 201-384-9555
2 generators	Smoke Detector installation	150 KW Generator	2 Generators 160 KW & 30KW Generator	1 Family Dwelling	Horse Barn & Riding Arena	100KW Generator	New Electrical Service	LED Fixture replacement	125KW generator replacement	Commercial Building Retro-fit
\$140,000.00	\$249,000.00	\$245,000.00	\$185,000.00	\$250,000.00	\$178,000.00	\$120,000.00	\$198,000.00	\$157,000.00	\$237,000.00	\$65,000.00
2/17/2017	2/17/2017	8/16/2017	8/16/2017	12/16/2017	4/16/2017	2/1/2016	9/1/2015	5/1/2015	8/1/2015	8/1/2014

Haworh DPW	Generator 80 KW Generator	\$78,00.00	7/17/2019
Englewood Housing authority	panel replacement 148 Apartment panels	\$85,000.00	11/17/2019
Bergen County Law & Public Safety Buiding	Generator replacement 500 KW	\$215,000.00	6/18/2019
Private residence	Hoboken	\$130,000.00	12/1/2018
Various residental projects			
River Vale Board of Education	2000 amp service & 500 KW Generator Holdrum Middle School	\$520,000.00	11/1/2019
Secaucus Housing Authority	Panel Retro-fit	\$67,000.00	12/30/2020
Long Valley Service upgrage	New Service	\$248,000.00	8/25/2020
Bayonne Housing Authority	(4) new 800 amp services	\$230,000.00	11/1/2021
CURRENT PROJECTS			
Woodbridge Housing Authority	200KW Generator	\$240,600.00	9/9/2023
Cliffside Park generator replacement	150 KW generator	127,000.00	

12/16/2022



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

D. S. Meyer Enterprises LLC

Responsible Representative(s): Marlene Meyer, Managing Member

Responsible Representative(s): Douglas Meyer, Managing Member If CC Commissioner
Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

Page 1 of 1



### BUSINESS REGISTRATION CERTIFICATE STATE OF NEW JERSEY

Taxpayer Name:

D.S. MEYER ENTERPRISES, L.L.C.

Trade Name: Address:

34 MAPLE AVENUE

WALDWICK, NJ 07463

0791965 Certificate Number:

December 12, 2001 Effective Date:

July 09, 2015 Date of Issuance:

For Office Use Only:

20150709104057625