

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: DELL-TECH INC

Organization Address: 930 NEW YORK AVENUE, TRENTON, NJ 08638

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
 Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
 For-Profit Corporation (any type) Limited Liability Company (LLC)
 Partnership Limited Partnership Limited Liability Partnership (LLP)
 Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
ZIGGY RABIEGA	6 MANOR RD. NEWTOWN, PA 18940
ARKADIUSZ BAKULA	98 RICHARDSON RD. ROBBINSVILLE, NJ 08691

Part III Disclosure of 10% or Greater Ownership in the Stockholders, Partners, or LLC Members Listed in Part II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded

parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/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 Middletown 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 to notify the Township 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, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	ZIGGY RABIEGA	Title:	PRESIDENT
Signature:		Date:	04/26/24

 **AIA® Document A310™ – 2010****Bid Bond****Bond No.** N/A**CONTRACTOR:**

(Name, legal status and address)
Dell Tech Inc.
930 New York Ave.
Trenton, NJ 08638

OWNER:

(Name, legal status and address)
Township of Middletown
1 Kings Highway Avenue
Middletown, NJ 07748

BOND AMOUNT:**10% of Amount Bid not to Exceed \$20,000.00****SURETY:**

(Name, legal status and principal place
of business)

Old Republic Insurance Company
PO Box 789
Greenburg, PA 15601-0789

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

PROJECT: Partial Exterior Restoration of the Murray Farm House at Poricy Park

(Name, location or address, and Project number, if any)

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

26th day of April, 2024

(Witness)

Dell Tech Inc.

(Principal)

(Seal)

Z. RABIEGA, PRESIDENT

(Witness)

Old Republic Insurance Company

(Surety)

(Seal)

Carmen J. Cavalire, Attorney in Fact

(Title)

Consent of Surety

Signed, sealed and dated on this 26th day of April, 2024.

Old Republic Insurance Company

By: Carrie F. Calhoun

Carmen J Cavalliere

Attorney-In-Fact



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

CARMEN J. CAVALIERE, JOAN M. SILVER, LINDA A. STAGGS of HAMILTON, NJ

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of January, 2023.

Assistant Secretary

OLD REPUBLIC INSURANCE COMPANY

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS



On this 20th day of January, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 26th day of April, 2024

Assistant Secretary

66-3003

ORSC 11008 (6-93)

RUE INSURANCE

OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

ADMITTED ASSETS

Bonds	\$2,437,976,238
Common stocks	566,939,214
Cash, cash equivalents and short-term investments	120,772,726
Receivable for securities	8,372,909
Bonds, short-term investments and cash held under retrospective rating agreements	313,447,476
Premiums and considerations – uncollected premiums and agents' balances in the course of collection	661,669,481
Deferred premiums, agents' balances and installments booked but deferred and not yet due	8,211,420
Accrued retrospective premiums	215,155
Funds held by or deposited with reinsured companies	810,334
Other amounts receivable under reinsurance contracts	267,211
Amounts recoverable from reinsurers	161,419,217
Electronic data processing equipment and software	268,156
Investment income due and accrued	24,585,874
Current federal and foreign Income tax recoverable and interest	0
Receivables from parent, subsidiaries and affiliates	20,198,502
Other assets	9,182,263
TOTAL ADMITTED ASSETS	\$4,334,336,176

LIABILITIES AND SURPLUS

Losses	\$1,175,443,072
Reinsurance payable on paid losses and loss adjustment expenses	15,013,008
Loss adjustment expenses	219,817,905
Commissions payable, contingent commissions and other similar charges	11,532,037
Other expenses (excluding taxes, licenses and fees)	25,048,132
Taxes, licenses and fees (excluding federal income taxes)	60,868,361
Current federal income taxes	538,479
Net deferred tax liability	15,458,464
Unearned premiums	339,360,098
Dividends declared and unpaid - policyholders	1,324,248
Advance premium	56,528
Ceded reinsurance premiums payable (net of ceding commissions)	535,492,366
Funds held by company under reinsurance treaties	102,697,887
Amounts withheld or retained by company for account of others	326,945,427
Remittances and items not allocated	33,987,377
Provision for reinsurance	48,258,841
Payable to parent, subsidiaries and affiliates	1,677,450
Other liabilities	13,087,200
TOTAL LIABILITIES	\$2,926,606,880

Common capital stock	3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	1,145,059,870
SURPLUS AS REGARDS POLICYHOLDERS	\$1,407,729,296

TOTAL LIABILITIES AND SURPLUS	\$4,334,336,176
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Securities carried at \$461,912,884 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

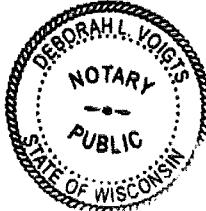
Alan P. Pavlic, Vice President, and Karen J. Haffner, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2023, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2023, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic
Alan P. Pavlic, Vice President

Karen J. Haffner
Karen J. Haffner, Vice President

Sworn to and subscribed before me this 4th day of March, 2024.

Deborah L. Voigt
Deborah L. Voigt
Notary Public, State of Wisconsin
My Commission expires: July 31, 2027



CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: TOWNSHIP OF MIDDLETOWN
(Owner)

Re:

(Contractor)

Partial Exterior Restoration of the Murray Farm House at Poricy Park

DMR Project #4766

This is to certify that the

(Surety Company)

will provide to the Township of Middletown a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(Contractor)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS

Middletown Township

CONTRACT NAME:

PARTIAL EXTERIOR RESTORATION of the MURRAY FARM HOUSE AT PORICY PARK

Pursuant to N.J.S.A. 40A:11-23.1, 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.

Local Unit Reference Number or Title of Addendum/Revision	How Received (email, fax, pick- up, etc.)	Date Received
#1	email	04/05/24

Acknowledgment by bidder:

Name of Bidder: DELL-TECH INC

By Authorized Representative:

Signature: 

Printed Name and Title: ZIGGY RABIEGA, PRESIDENT

Date: 04/26/24

LIST OF SUBCONTRACTORS

Requested by

THE LOCAL PUBLIC CONTRACTS LAW

N.J.S.A. 40A:11-16

And P.L. 1997, Chapter 408

Township of Middletown

Work title: Partial Exterior Restoration of the Murray Farm House at Poncy Park

Contractor: DELL-TECH INC

Name Under Which Subcontractor Licensed	License No.	N.J. Dept. of Labor Certificate No.	Address of Office Mill or Shop	Specific Description of Subcontract	Percent of Contract	Price Quote to be Awarded to Subcontractor
N/A						

I, DELL-TECH INC / Z. DELL-TECH, (NAME OF CONTRACTOR) certify that the price quotes submitted above will be awarded to each Subcontractor should I be awarded the Contract.

NAME:

ADDRESS:

SIGNED BY: 

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF MERCER

I, ZIGGY RABIEGA of the City of NEWTOWN, in the County of BUCKS, and the State of PENNSYLVANIA, full age, being duly sworn according to law on my oath depose and say that:

I am PRESIDENT
of the firm of DELL-TECH INC

the bidder making the Proposal for the above named project, and that I executed the Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

DELL-TECH INC

Name of Contractor

(N.J.S.A. 52:34-15)

Subscribed and sworn to

Before me this 26 day
of APRIL 2024

(Also type or print name of affiant under signature)

Z. RABIEGA, PRESIDENT

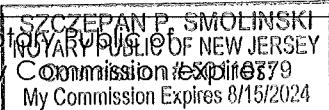

Szczepan P. Smolinski
Notary Public of New Jersey
My Commission Expires 8/15/2024
My Commission Expires 8/15/2024



EXHIBIT B

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
CONSTRUCTION CONTRACTS

During the performance of this contract, the 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- 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, sex, affectional or sexual orientation;
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female 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 Affirmative Action Office 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 Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active card carrying members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. 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 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 contractor and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers 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 female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

(B) If the hiring 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 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 goals.

- (1) To notify the Public Agency Compliance Office, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, the request referral of minority and female workers;
- (2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
- (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if 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 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 of Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;

(6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:

- (i) If said individuals have never previously received any document or certification VX a level of qualification lower than that required, 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 employ such persons which satisfy appropriate qualification standards; provided however, that contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contract or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirement of this paragraph, however, are limited by the provisions of (C) below.
- (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group 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 female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer, and to the Affirmative Action Office.

(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 Affirmative Action Office and shall be submitted promptly to that office upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or 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; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female 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 the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

- (D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than 3 days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office 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 off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.
- (E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

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

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the TOWNSHIP OF MIDDLETOWN do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP OF MIDDLETOWN 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 OF MIDDLETOWN in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP OF MIDDLETOWN, 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 OF MIDDLETOWN grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP OF MIDDLETOWN which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP OF MIDDLETOWN or if the TOWNSHIP OF MIDDLETOWN 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 OF MIDDLETOWN 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 proceedings is brought against the TOWNSHIP OF MIDDLETOWN or any of its agents, servants, and employees, the TOWNSHIP OF MIDDLETOWN shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP OF MIDDLETOWN or its representatives.

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

It is further agreed and understood that the TOWNSHIP OF MIDDLETOWN 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 OF MIDDLETOWN from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

AFFIRMATIVE ACTION REGULATIONS ACKNOWLEDGEMENT

NOTICE TO BIDDERS

RE: AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C. 127

Construction Contracts

"Bidders are required to comply with the requirements of P.L. 1975, C. 127"

A. ALL CONTRACTORS

1. After notification of award, but prior to signing the contract the contractor will be required to submit their completed form AA-201. The form is located on the next page.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the Law.

COMPANY: DELL-TECH INC

SIGNATURE: 

TITLE: PRESIDENT

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa202fins.pdf

Official Use Only

Assignment

Code

1. FID NUMBER	2. CONTRACTOR ID NUMBER	6. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT														
3. NAME AND ADDRESS OF PRIME CONTRACTOR													Name:			
(Name)													Address:			
(Street Address)																
(City)	(State)	(Zip Code)	8. NAME AND ADDRESS OF PROJECT													
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []			7. PROJECT NUMBER													
9. TRADE OR CRAFT			PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED		PROJECTED			
			MALE	FEMALE	MALE	FEMALE	PHASE-IN	COMPLETION	DATE	DATE						
1. ASBESTOS WORKER			I	AP	I	AP										
2. BRICKLAYER OR MASON																
3. CARPENTER																
4. ELECTRICIAN																
5. GLAZIER																
6. HVAC MECHANIC																
7. IRONWORKER																
8. OPERATING ENGINEER																
9. PAINTER																
10. PLUMBER																
11. ROOFER																
12. SHEET METAL WORKER																
13. SPRINKLER FITTER																
14. STEAMFITTER																
15. SURVEYOR																
16. TILER																
17. TRUCK DRIVER																
18. LABORER																
19. OTHER																
20. OTHER																

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) (Title)

(Area Code) (Telephone Number) (Ext.) (Date)

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	DELL-TECH INC
Address of Individual or Organization	930 NEW YORK AVENUE, TRENTON, NJ 08638
DUNS Code (if applicable)	005922815
CAGE Code (if applicable)	5UGY4

Check the box that represents the type of business organization:

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

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

I hereby certify that the **individual or organization listed above in Part I** is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Township of Middletown** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **Township of Middletown** to notify the **Township of Middletown** 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 Middletown**, permitting the **Township of Middletown** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	ZIGGY RABIEGA	Title:	PRESIDENT
Signature:		Date:	-4/26/24

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

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **Organization listed above in Part I**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Township of Middletown** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification

through the date of contract award to notify the **Township of Middletown** 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 Middletown**, permitting the **Township of Middletown** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	ZIGGY RABIEGA	Title:	PRESIDENT
Signature:		Date:	04/26/24

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

Section A

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

Add additional sheets if necessary

OR

<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
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Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
	Name of Business Entity Controlled by Entity Listed in Section A of Part IV
	N/A

Add additional Sheets if necessary

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
--------------------------	--

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Township of Middletown** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **Township of Middletown** to notify the **Township of Middletown** 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 Middletown**, permitting the **Township of Middletown** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Z. RABIEG	Title:	PRESIDENT
Signature:		Date:	04/26/24

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.2727 (P.L. 2005, c.271,S.3) establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

PREVAILING WAGE RATES

Pursuant to Chapter 150 of the laws of New Jersey 1963 and amended by Chapter 64 of the Laws of 1974, wages for all work performed under this contract shall be paid at the prevailing wage rates as established by the State of New Jersey Department of Labor and Industry.

Workmen shall be paid not less than the prevailing wage rates, a copy of which is made a part of the contract for this work. Copies of wage rates are available at the Purchasing Office located in Town Hall, 4567 Route 9 North, Middletown 07731 and may be inspected during regular business hours. Copies will be furnished upon request and payment of the cost of preparation.

In the event it is found that any workmen employed by the contractor or any subcontractor covered by this contract, is paid less than required wage rates the public body may terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body for any excess costs occasioned thereby.

The contractor and subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account, of this contract. The statements shall set forth the names of the persons whose wages are unpaid and amount due to each. The statements shall be verified by the oath of the contractor or subcontractor, as the case may be. Statements shall be presented to the municipal officer charged with disbursement of funds.

The contractor and subcontractor shall post the prevailing wage rates for each craft and classification, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such places as are used by them to pay workmen their wages.

AFFIDAVIT ATTESTING TO
COMPLIANCE WITH PREVAILING WAGE LAWS
OF NEW JERSEY

I, ZIGGY RABIEGA of the organization/firm of
DELL-TECH INC in the (City, Town, Borough) of
TRENTON State of NEW JERSEY and being of
full age, being duly sworn according to law on my oath depose and say that:

I am the Bidder making the proposal for the labor and materials relative to the project titled Repairs & Upgrades - Bayshore Storm Water Pumping Station, I executed the said proposal with full authority to do so, and that said bidder IS AND WILL BE IN FULL COMPLIANCE with the Prevailing Wage laws of the State of New Jersey.

Name, Address and other contact information of Contractor:

DELL-TECH INC
930 NEW YORK AVENUE
TRENTON, NJ 08638

Phone 6093936150 fax 6093936151

Email address CONTACT@DELLTECHINC.COM

By: 
(signature of authorized representative)

Z. RABIEGA, President
(Print name of authorized representative)

Date 04/26/24

TOWNSHIP OF MIDDLETOWN
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/Proposer: DELL-TECH INC

PART 1: CERTIFICATION (BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX)

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Township of Middletown finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity list above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below for which I am authorized to submit a bid/proposal.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Additional pages may be attached.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____
Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 State of New Jersey and the Township of Middletown are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State and the Township of Middletown to notify the State and the Township of Middletown in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the Township of Middletown and that the State and the Township of Middletown at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): ZIGGY RABIEGA Signature: 
Company: DELL-TECH INC

Title: PRESIDENT Date: 04/26/24

BUSINESS REGISTRATION CERTIFICATES COMPLIANCE

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

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

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

During the course of contract performance:

the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

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

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

WITHDRAWAL OF BID

(N.J.S.A. 40A:11-23.3)

Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances

N.J.S.A. 40A:11-2 – Definitions

(34) "Public works" means building, altering, repairing, improving or demolishing any public structure or facility constructed or acquired by a contracting unit to house local government functions or provide water, waste disposal, power, transportation, and other public infrastructures.

(42) "Mistake" means, for a public works project, a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation**.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to:

**Mike Rizzo
Director of Purchasing
Township of Middletown
1 Kings Highway
Middletown, NJ 07748**

The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Purchasing Officer or other Township representative may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the Township of Middletown's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Township of Middletown will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

The Township of Middletown may correct minor clerical errors that do not substantially impact the quantity of labor, material, or both with the vendor's **written** approval.

Provisions Concerning Changed Conditions in Construction Contracts
(N.J.S.A. 40A:11-16.7)

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "If and where directed."

SEALED BID LABEL

PLEASE CUT OUT THE LABEL BELOW AND TAPE TO FRONT OF SEALED BID

*****DO NOT OPEN*****

IMPORTANT-SEALED BID ENCLOSED
NAME, COMPANY & ADDRESS:

DELL-TECH INC

930 NEW YORK AVENUE

TRENTON, NJ 08638

TO: CENTRAL PURCHASING OFFICE

MIDDLETOWN TOWNSHIP
Municipal Complex
1 KINGS HIGHWAY
MIDDLETOWN, NJ 07748

PARTIAL EXTERIOR RESTORATION

of the

MURRAY FARM HOUSE AT PORICY PARK

CONTRACT #

RECEIPT OF BIDS – Friday, April 26, 2024, 10:00 AM

END

IMPORTANT! IMPORTANT!

CHALLENGE TO THE BID SPECS **(40A:11-13)**

As Per
LOCAL PUBLIC CONTRACTS LAW AMENDMENTS
PL1999C 440 (EFFECTIVE APRIL 17, 2000)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent **NOT LESS THAN THREE BUSINESS DAYS** prior to the opening of the bids.

- Challenges filed after that time will be considered void and having no impact on the contracting unit or the award of contract.

FALSE CLAIMS & REPRESENTATION – NJSA 2C:21-33

- Be advised it is a serious crime for contractors/vendors to knowingly submit false claim or knowingly make false material misrepresentation. The offender could be guilty of a crime of 2nd degree, 3rd degree or 4th degree depending on the amount which is punishable by both a fine and imprisonment.

PLEASE NOTE THE FOLLOWING:

IF YOU ARE SENDING A BID BY COURIER

**(FOR EXAMPLE: U.P.S. OR FEDERAL EXPRESS, AIRBORNE OR THE
US POSTAL SERVICE)**

**PLEASE INDICATE IN BOLD LETTERS ON THE
OUTSIDE OF THE PACKAGE**

**SEALED
BID
ENCLOSED**

**AND USE THE LABEL PROVIDED AT THE END OF
THIS PACKAGE FOR YOUR SEALED BID**

**No responsibility will be attached to any Municipal representative for
the premature opening of a bid not properly addressed and
identified!**

BID DOCUMENT CHECKLIST

(IMPORTANT: THIS SHEET MUST BE SUBMITTED WITH YOUR BID)

Required by Bidder
If Checked:

Read, Signed & Submitted
PLEASE INITIAL ON THE LINES

Failure to submit any of these documents is mandatory cause for rejection of the bid

- Statement of Ownership Disclosure 21
- Bid Guarantee (with Power of Attorney for full amount of Bid Bond) 22
- Consent of Surety (with Power of Attorney for full amount of Bid Bond) 23
- Acknowledgement of Receipt of Changes to Bid Documents 24
- List of Subcontractors 25

Documents requested to be included with the bid

- Bid Proposal Form with Schedule of Prices 21
- Non-Collusion Affidavit 22
- Bid Document Checklist 23
- Affirmative Action Regulations Acknowledgement 24
- Federal Non-Debarment Certification 25
- Prevailing Wage Affidavit 26
- Disclosure of Investment Activities in Iran 27
- Public Works Contractor Registration(s) – GC & Subs 28
- Business Registration Certificate(s) – GC & Subs 29
- W9 20

DELL-TECH INC

ZIGGY RABIEGA, PRESIDENT

Name of Corporation, Partnership Entity or
Individual

Print Name and Title of Authorized
Representative of Entity Signing This Document



Signature of Authorized Representative

04/26/24

Date

DOCUMENT 00411 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: DELL-TECH INC.

B. Project Name: **PARTIAL EXTERIOR RESTORATION, MURRAY FARM HOUSE AT PORICY PARK.**

C. Project Location: **MIDDLETOWN, MONMOUTH COUNTY, NEW JERSEY.**

D. Owner: **TOWNSHIP OF MIDDLETOWN.**

E. Architect: **CONNOLLY & HICKEY HISTORICAL ARCHITECTS.**

F. Architect Project Number: **2107C.**

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Connolly & Hickey Historical Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. GENERAL REQUIREMENTS	\$ <u>55,700.00</u>
2. TEMPORARY FACILITIES	\$ <u>32,700.00</u>
3. DIVISION 2 – SITE WORK	\$ <u>6,300.00</u>
4. DIVISION 4 – MASONRY	\$ <u>1,100.00</u>
5. DIVISION 5 – METALS	\$ <u>25,100.00</u>
6. DIVISION 6 – WOODS & PLASTICS	\$ <u>91,600.00</u>
7. DIVISION 7 – THERMAL AND MOISTURE PROTECTION	\$ <u>38,700.00</u>
8. DIVISION 8 – DOORS AND WINDOWS	\$ <u>30,600.00</u>
9. DIVISION 9 - FINISHES	\$ <u>18,600.00</u>
10. Allowances specified in section 012100	\$ <u>40,000.00</u>

TOTAL (Written Out)

11. THREE HUNDRED FORTY THOUSAND FOUR HUNDRED Dollars (\$ 340,400.00).

1.3 BID ALTERNATES

A. ADD Rebuilding of the North Porch from the existing roof support posts to the footings as shown on the Drawings, refer to Sheet A6.

ADD Dollars (\$ 40,500.00).

B. ADD: Repair of structural deficiencies in the basement level at the first floor framing as showing on the Drawings, refer to Sheet A7.

ADD Dollars (\$ 12,600.00).

1.4 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Seventeen Thousand Twenty Dollars Dollars (\$ 17,020.00).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Finish and Rough Carpentry: IN-HOUSE
2. Roofing Work: IN-HOUSE.

1.6 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 90 calendar days.

B. As part of the Bid Documents, provide a bar chart schedule showing sequencing of work over a 13-week period including major milestones, coordination between trades, and long-lead items (where applicable).

1.7 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 04/05/24.
2. Addendum No. 2, dated .
3. Addendum No. 3, dated .

ALTERNATES FORM

Partial Exterior Restoration
Murray Farm House at Poricy Park
Middletown, Monmouth County, New Jersey
Architect's Project No.: 2107C

DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

A. Bidder: DELL-TECH INC.

B. Prime Contract: ZIGGY RABIEGA.

C. Project Name: Partial Exterior Restoration, Murray Farm House at Poricy Park.

D. Project Location: Middletown, Monmouth County, New Jersey.

E. Owner: Township of Middletown.

F. Architect: Connolly & Hickey Historical Architects, LLC

G. Architect Project Number: 2107C

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.

1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.

B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."

C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.

E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.8 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Allowances.
2. Bid Form Supplement - Alternates.

1.9 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in New Jersey, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

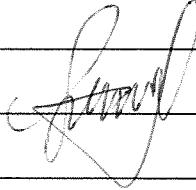
A. Respectfully submitted this 26th day of April, 2024.

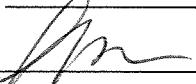
B. Submitted By: DELL-TECH INC _____ (Name of bidding firm or corporation).

C. Authorized Signature:  _____ (Handwritten signature).

D. Signed By: ZIGGY RABIEGA _____ (Type or print name).

E. Title: PRESIDENT _____ (Owner/Partner/President/Vice President).

F. Witness By:  _____ (Handwritten signature).

G. Attest:  _____ (Handwritten signature).

H. By: ARKADIUSZ BAKULA _____ (Type or print name).

I. Title: VICE-PRESIDENT _____ (Corporate Secretary or Assistant Secretary).

J. Street Address: 930 NEW YORK AVENUE _____.

K. City, State, Zip: TRENTON, NJ 08638 _____.

L. Phone: 609-393-6150 _____.

M. License No.: N/A _____.

N. Federal ID No.: 22-3573165 _____ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

ALTERNATES FORM

Partial Exterior Restoration
Murray Farm House at Poricy Park
Middletown, Monmouth County, New Jersey
Architect's Project No.: 2107C

1.4 SCHEDULE OF ALTERNATES

A. **ADD:** Rebuilding of the North Porch from the existing roof support posts to the footings as shown on the Drawings, refer to Sheet A6.

1. ADD FORTY THOUSAND FIVE HUNDRED DOLALRS Dollars (\$ 40,500.00).

B. **ADD:** Repair of structural deficiencies in the basement level at the first-floor framing as showing on the Drawings, refer to Sheet A7.

1. ADD TWELVE THOUSAND SIX HUNDRED DOLLARS Dollars (\$ 12,600.00).

1.5 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 26th day of April, 2024.

B. Submitted By: DELL-TECH INC (Insert name of bidding firm or corporation).

C. Authorized Signature:  (Handwritten signature).

D. Signed By: ZIGGY RABIEGA (Type or print name).

E. Title: PRESIDENT (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

STATE OF NEW JERSEY	
BUSINESS REGISTRATION CERTIFICATE	
DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252	
TRADE NAME: DELL-TECH INC.	SEQUENCE NUMBER: 00866693
ADDRESS: 930 NEW YORK AVE. TRENTON NJ 08638	ISSUANCE DATE: 04/19/13
EFFECTIVE DATE: 04/22/98	<i>Jane J. Giacalone</i> Director New Jersey Division of Revenue

FORM-BRC
04-06, D2058467

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number
64896

Registration Date: 06/18/2022
Expiration Date: 06/17/2024



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:

2022
Dell-Tech Inc

Responsible Representative(s):
Ziggy Rabiega, President
Wieslaw Bakula, Secretary

A handwritten signature in black ink that reads "Robert Asaro-Angelo".

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.

