

GLOUCESTER TERMINALS LLC (GLT)

King & Essex Streets
Gloucester City, NJ 08030

**Request For Proposals:
Installation of Access Control**

AMENDMENT NO. 1 – JULY 19, 2023

Bid Due: Monday August 14, 2023 at 10:00 AM

NOTICE TO CONTRACTORS – REQUEST FOR PROPOSALS

Gloucester Terminals LLC (GLT) shall receive sealed proposal at c/o 101 S. King Street, Gloucester City, NJ 08030, Attention: Michael Fluehr until **10:00 AM August 14, 2023** to be publicly opened, and read aloud for:

Gloucester Terminals LLC
Installation of Access Control
FY2021 Port Security Grant Program

Proposals must be submitted in the manner designated in the Request for Proposals, and must be enclosed in a sealed envelope bearing the title of the bid, name and address of the Contractor on the outside; addressed to Gloucester Terminals LLC, c/o 101 S. King Street, Gloucester City, NJ 08030, Attention: Michael Fluehr and delivered to the above address at the date and time set at the place herein. Gloucester Terminals LLC is not responsible for any hand delivered or third party delivered proposals that do not arrive at the proper time or location. Any such bid will be returned unopened to the vendor. All documents contained in this package must be returned to Gloucester Terminals LLC in their original form. No substitutions, alterations, or modifications of any of the bid documents are permitted.

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof.

This project will be partially funded with Federal funds from FEMA and therefore is subject to the Federal laws and regulations associated with that program.

The Contractor will be required to comply with requirements of N.J.S.A. 10:2-1 (Anti-Discrimination in Employment), N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 et seq. (Equal Employment Opportunity), 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act), N.J.S.A. 52:32-44 (New Jersey Business Registration), and N.J.S.A. 52:25-24.2 regarding the submission of a list of all Stockholders, Members or Partners owning more than ten percent (10%) stock or interest in their Corporation, Limited Liability Company or Partnership. All Contractors are placed on notice that they are required to comply with all requirements of P. L. 1975, Chapter 127 and N.J.A.C. 17:27.

All Contractors and subcontractors must provide a copy of their State of New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury prior to the time a contract is awarded or authorized.

Contractors shall not submit bids with qualifying conditions or provisions.

Gloucester Terminals LLC reserves the right to consider the bids for sixty (60) days after receipt thereof, and further reserves the right to reject all bids, waive informalities, and make such awards or take action as may be in the best interest of Gloucester Terminals LLC and in accordance with applicable law.

In order to encourage full participation in this opportunity, submit any requests for accommodations of people with disabilities to Gloucester Terminals LLC, 856-742-3169. People who are deaf, hard of hearing and/or speech impaired should access this service by contacting the NJ Relay Service at 1-800-852-7899-(TTY).

Gloucester Terminals LLC, Peter J. Inskeep.

INSTRUCTIONS TO CONTRACTORS

1.1. THE BID

Gloucester Terminals LLC is soliciting sealed bid proposals from companies interested in providing general construction services for the installation of Access Control, in accordance with the terms of these bid specifications and N.J.S.A. 40A:11-1 et seq. and any amendments thereto. Bids will be received by **10:00am August 14, 2023** at Gloucester Terminals LLC at c/o 101 S. King Street, Gloucester City, NJ 08030, Attention: Michael Fluehr. Bids shall include (1) original and (2) copies. Original should be stamped "original".

Before submitting a Proposal, the Contractor shall become familiar with the Specifications and other documents that will form the Contract, shall investigate the site of the Project and make such examination thereof as may be necessary to determine the character and amount of work involved. The Contractor shall also determine that they can secure the necessary labor and equipment and that the materials they propose to use will comply with the requirements specified therefore and can be obtained by the Contractor in the quantities and at the time required.

Bids are requested on the items stated in the Bid Proposal Form for the project as a Lump Sum Bid. The prices shall cover all costs of any nature incidental to and growing out of the work. In explanation, but not in limitation thereof, these costs shall include the cost of all work, labor, materials, equipment, transportation, and all else necessary to perform and complete the project in the manner and within the time required, all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the project, and any additional expenses for unforeseen difficulties encountered, for settlement of damages and for replacement of defective work and materials.

Gloucester Terminals LLC reserves the right to accept, reject and waive any informalities in the bid or reject all bids including Alternate Bids, if any. Any bid received after the time and date specified will not be considered. No bidder shall withdraw a bid within sixty (60) days after actual date of the opening thereof.

At the time of the opening of bids each Contractor will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Bid Documents and specification, including all Addenda and Bulletins. The failure or omission of any Contractor to receive or examine any form, instrument or document or to visit the site and acquaint itself with conditions there existing, shall not relieve any Contractor from any obligation with respect to its bid.

1. BID SUBMISSION REQUIREMENTS

1.1. BID PROPOSAL

- A. Each document in the Bid Proposal must be properly completed in accordance with these bid specifications. **Bid Proposal Forms and all required forms are supplied herewith. They shall be returned in sealed envelopes addressed:**

GLOUCESTER TERMINALS LLC
c/o 101 S. King Street
Gloucester City, NJ 08030
Attention: Michael Fluehr

The envelope shall bear on the outside the name of the Contractor, its address and their license number, if applicable. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Gloucester Terminals LLC.

Gloucester Terminals LLC accepts no liability for bids opened in error due to absence of such notation.

- B. One (1) original and at least two (2) copies of all Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the Contractor and the name of the Bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No Bid Proposal will be accepted past the date and time specified by Gloucester Terminals LLC in the Notice to Contractors.
- C. Each Contractor shall sign, where applicable, all bid submissions as follows:
1. For a corporation, by a principal executive officer;
 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively;
 3. For a limited liability company by its Manager or authorized Members; or
 4. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in paragraphs 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. Lump Sum Bid shall be filled in, in ink or typewritten in both words and figures. In case of discrepancy, the amount described in words shall govern. Incomplete or inaccurate proposals may be reason for rejection of bid. NOTE – LUMP SUM TO INCLUDE ALL APPLICABLE FEES AND TAXES.
- E. Any Bid Proposal that does not materially comply with the requirements of the Bid Specifications shall be rejected as non-responsive.
- F. When the proposal is made by an individual, their post office address shall be stated and their shall sign the proposal. When made by a firm or partnership or limited liability company, its name and

post office address shall be stated and the proposal shall be signed by one or more of the partners or members, as appropriate. When made by a corporation, its name and principal post office address shall be stated, and the proposal shall be signed by an authorized official of the corporation.

- G. Each Contractor shall include with its Bid, for itself and for each of the proposed Subcontractors (Subcontractor list) the following:

Bids may also be rejected for any of the following reasons:

1. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name.
2. Multiple bids from an agent representing competitive bidders.
3. The bid is inappropriately unbalanced.
4. Gloucester Terminals LLC determines the bidder to be a subject to Prior Negative Experience.
5. If the successful bidder fails to enter into a contract within 21 days (Sundays and holidays excepted) unless extended by the parties to the contract. In this case, at its option, the owner may accept the bid of the next lowest responsible bidder.

Each Bid shall include or be accompanied by:

1. Non-Collusion Affidavit.
2. Disclosure Statement setting forth names and addresses of all stockholders, members or partners who hold ten percent (10%) or greater interest in any corporation or partnership or limited liability company bidding on the Project.
3. A letter from the Contractor's insurance company stating that if the Contractor is awarded the Contract the insurance company will, within ten (10) days of award, furnish the Contractor with a policy or policies of insurance of the types and in the amounts required by the Contract.
4. If applicable, Contractor's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications of bid document(s).
5. Such other items as set forth in the Bid Proposal Form or Contractors checklist.

2.0. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached to or added by the Contractor to any of the provisions of these Bid Specifications or any changes made by the Contractor on the Proposal Forms shall result in the rejection of the Bid Proposal by Gloucester Terminals LLC

2.1. SUBSTITUTIONS/MATERIALS

- A. Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the Contractor may substitute an equal product, subject to the approval of Gloucester Terminals LLC.

- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder in accordance with the Contract. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services to be provided. Gloucester Terminals LLC reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save Gloucester Terminals LLC, its successors or assigns harmless from any damages resulting from such infringement.
- E. Only manufactured products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A: 11 -18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications.
- G. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

2.2. COMPLIANCE

The Contractor shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the Contractor is awarded the Contract, in the performance of the Contract.

2.3. CONFLICT OF INTEREST AND NON-COLLUSION

The Contractor must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit".

2.4. NO ASSIGNMENT OF BID

The Contractor may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This Section is not intended to limit the ability of the successful Contractor to assign or otherwise dispose of its duties and obligations under the Contract provided that Gloucester Terminals LLC agrees to the assignment or disposition.

2.5 CONTRACT FORM

The form of agreement shall be provided by Gloucester Terminals LLC to Contractor upon award of the Contract.

2.6 PRIME CONTRACTS

Bidders must identify all subcontractors to whom it will subcontract.

3. AWARD OF CONTRACT

3.1. GENERALLY

- A.** Gloucester Terminals LLC (GLT) will award the Contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any Contractors who consent thereto may, at the request of the Contracting Unit, be held for consideration for such longer period as may be agreed. All Contractors will be notified of Gloucester Terminals LLC's decision in writing.
- B.** A written request for the withdrawal of a bid will be granted if received by the Gloucester Terminals LLC before any bid has been opened. Upon proper request and identification, bids may be withdrawn as follows:
 - 1. At any time prior to the designated time for opening of bids.
 - 2. Provided the Proposal has not been accepted by Gloucester Terminals LLC, at any time subsequent to the expiration period during which the bidder has agreed not to withdraw his/her proposal.

Unless a proposal is formally withdrawn, it shall be deemed open for acceptance until the Agreement has been executed by both parties thereto or until the Gloucester Terminals LLC manifests that it does not intend to accept the Proposal. Notice of acceptance of a Proposal shall not constitute rejection of any other Proposal.

- C.** Award(s), if made, will be to the lowest responsible Contractor, including Alternate Bids, if any, which the Gloucester Terminals LLC chooses to accept.
- D.** Whenever two or more bids of equal amounts are the lowest bids submitted by responsible Contractors, Gloucester Terminals LLC may award the Contract to any one of such Contractors as in its discretion it may determine.
- E.** Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the proposal form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the Contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any Bid Proposal, then Gloucester Terminals LLC may not award a contract until all tabulations are complete.
- F.** Note that no contract can be awarded to a contractor appearing on the New Jersey Department of Labor's list of contractors not paying prevailing wages until after the indicated date of expiration of the contractor's listing, in accordance with N.J.S.A. 34:11-56.37 and N.J.S.A. 34:11-56.38.

Contractor shall keep an accurate record showing the name, craft or trade and actual hourly rate paid to each worker employed by him in connection with the project. The record shall be preserved for a period of three years from the date of payment. Contractor shall further post the prevailing wage rates for each craft and classification involved in the project in prominent and easily accessible places at the site of work and at such other places as are used by employer to pay workers.

Prior to Gloucester Terminals LLC making final payment, Contractor shall provide to the Owner a Payroll Verification Affidavit, for each payroll period showing the wages then due to any and all workers for wages on account of the project. The affidavit shall certify that Contractor has paid wages in accordance with the Prevailing Wage Act.

- G.** The Contractor awarded the Contract for the Project and all its subcontractors will be required to comply with:
- i.** New Jersey "Law Against Discrimination", N.J.S.A. 10:5-1 et seq. Contractors are required to comply with the requirements of N.J. P.L. 1975, c. 127.
 - ii.** New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.27 et seq
 - iii.** Certification and submission of payroll records for each pay period, N.J.A.C. 12:60 5.1.
 - iv.** Foreign product limitations, in accordance with N.J.S.A. 40A:11-18. v. Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48.
 - v.** N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Contractors. It is a serious crime for Contractors to knowingly submit a false claim and/or knowingly make a material misrepresentation.
 - vi.** N.J.S.A. 2C:27-10, et seq. provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - vii.** N.J.S.A. 2C:27-11 , et seq. provides that a Contractor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Contractors should consult the statutes and regulations or legal counsel for further information.

3.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

- A.** Award, if made, will be to the lowest responsible, responsive bidder. In such case where alternate bids will be considered, the low bidder will be determined based on the combined amount of the base bid plus the alternate bid, or bids, which will be included in the Contract awarded.
- B.** Gloucester Terminals LLC, within seven (7) days of receipt of the Agreement signed by the party to whom the Contract was awarded, shall sign the Agreement and return to such party and executed duplicate of the Agreement.
- C.** The Notice to Proceed shall be issued within seven (7) days of the execution of the Agreement.
- D.** Failure to deliver the documents as specified in the notice of award shall be cause for Gloucester Terminals LLC to declare the Contractor non-responsive and to award the Contract to the next lowest responsible Contractor.

3.3. RESPONSIBLE CONTRACTORS

Gloucester Terminals LLC shall determine in its sole but reasonable discretion whether a Contractor is "responsible" as defined in N.J.S.A. 40A:11-2(32). The Bid Proposal of any Contractor that is deemed by Gloucester Terminals LLC not to be "responsible" shall be rejected.

3.4. AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a contract; the successful Contractor will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
- B. The Contractor shall also submit a copy of the Monthly Project Workforce Report (Form AA-202) once a month thereafter for the duration of the Contract to the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program and to the public agency compliance officer. The Contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job programs for outreach and training of minorities and women.
- C. Failure to submit the affirmative action document by the time set forth above shall preclude the award of a contract to the bidder and allow Gloucester Terminals LLC to award the Contract to the next lowest responsible bidder.

4. GENERAL REQUIREMENTS

4.1. FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The vendor or Contractor guarantees that all materials, supplies and equipment as listed on any bid, request for proposal, quotation, contract or purchase order, furnished or delivered to meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended from time to time and enforced as of the date hereof.

4.1. SAFETY STANDARDS

The bidder should be aware, if awarded the Contract that they will be responsible for any and all subcontractors, as well as themselves, that they are required to comply with all applicable local, state and federal safety, health and environmental regulations, including provisions for protecting Gloucester Terminals LLC employees and the public from construction hazards.

Gloucester Terminals LLC retains the right to have Owner's safety representatives inspect any construction project taking place on the Owner's property or through the Owner's auspices. Gloucester Terminals LLC reserves the right to stop work if an imminent hazard exists. The costs, if any, created by a work stoppage due to unsafe conditions, will be borne by the contractor responsible for the unsafe condition.

4.3. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractors are required to read the Americans With Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the Agreement. The contractor is obligated to comply with the Act and to hold the owner harmless.

4.4. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation, partnership or limited liability company shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, Contractors shall submit a statement setting forth the names and addresses of all stockholders in the corporation, partnership, limited liability company who own ten percent or more of its stock of any class, or of all individual partners or Members in the partnership or limited liability company who own a ten percent or greater interest therein. The included Statement of Gloucester Terminals LLC shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations, partnerships, and limited liability companies, including, but not limited to, limited

partnerships, limited liability corporations limited liability partnerships and Subchapter S corporations. To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or great beneficial interest in the publicly trade entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or great beneficial interest. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

4.5. PROOF OF BUSINESS REGISTRATION

N.J.S.A 52:32-44 requires that each bidder (contractor) submit proof of business registration prior to the time a contract is awarded or authorized. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the NJ Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract.

Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; In accordance with N.J.S.A. 54:49-4.1, any contractor, subcontractor or supplier that fails to provide proof of business registration information or that provides false information of business registration shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

4.6. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

4.7. PREVAILING WAGE ACT

This project will be partially funded with Federal funds from FEMA and therefore is subject to the Federal laws and regulations associated with that program, as such the contractor and subcontractors will be required to pay their laborers the greater for wages under the New Jersey Prevailing Wage Act or the Davis Bacon Act and Related Acts.

Pursuant to N.J.S.A 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-5.1(C). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards, additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Acts contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

4.8. PRICING INFORMATION FOR PREPARATION OF BIDS

Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be lump sum to include all expenses including but not limited to sales tax, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

4.9. CERTIFICATES

Upon notification by Gloucester Terminals LLC, the lowest responsible Contractor shall supply to the Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

4.10. INDEMNIFICATION

The Contractor agrees to indemnify, save harmless and defend Gloucester Terminals LLC, GMT Realty, LLC, Passaic Properties LLC, Ellis Properties LLC and Holt Logistics Corp. and each of their respective parents, subsidiaries, affiliates, owners, directors, officers, employees, agents, representatives, lessees, beneficiaries and assigns (the Gloucester Terminals LLC Indemnified Parties) from an against all actions, claims, obligations, losses, causes of action, suits, debts, accounts, contracts, deposits, judgments, agreements, controversies, damages, and including any personal injury to or death, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders natural resource damages, demands, fines, fees, penalties, liens, judgements, expenses, costs (including reasonable attorneys' fees, consultants' fees and experts' fees) and any and all other liabilities of any kind or nature whatsoever, (either in law or equity), even if caused in whole or in part by Gloucester Terminals LLC Indemnified Parties' negligence, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, which may be imposed on, asserted against or incurred by the Gloucester Terminals LLC Indemnified Parties, in any way related to or arising out of the Contractor's performance or failure to perform its obligations under the provisions of this Bid Specification, the Contract, or by any negligent or willful act or omission of the Contractor, its employees or subcontractor(s). Indemnification language substantially similar to that contained in this section 4.10 will be included in the Agreement.

4.11. VIOLATIONS OF CONTRACT SPECIFICATIONS

Notwithstanding any specifically enumerated remedy or right Gloucester Terminals LLC may have for any violation of the terms of the Contract , the Agreement, or these Specifications, Gloucester Terminals LLC reserves the right to pursue any remedies available to it in law or equity for any breach of the terms and conditions contained herein. Any failure of Gloucester Terminals LLC to enforce the terms and conditions contained herein shall not be deemed a waiver by Gloucester Terminals LLC of full enforcement thereof.

4.12. SEVERABILITY

The Agreement between the Contractor and Gloucester Terminals LLC shall provide that the laws of the State of New Jersey shall govern the Agreement. Should a court of competent jurisdiction find that a provision of the Agreement is in whole or in part invalid or unenforceable, such finding shall not void or render unenforceable the remainder of the Agreement or the provision. This applies, but is not limited to the agreed upon costs and liquidated damages provisions. In the event that a specified liquidated damage amount is found to be inapplicable, damages may still be calculated as allowed by law.

4.13. TERMINATION OF CONTRACT

- A.** If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and *services* accepted prior to termination.
- B.** Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C.** The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors and/or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D.** In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

4.14 PAYMENT

A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation, including data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

B. Contract shall be paid in accordance with the Contract upon receipt of an invoice and properly executed voucher. After approval by Gloucester Terminals LLC the payment voucher shall be placed in line for prompt payment. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Gloucester Terminals LLC arising out of, or by reason of, the work done and materials furnished under the contract.

The Contractor warrants that title to all work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all work for which invoices and vouchers have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the work.

C. The payment cycle shall be:

1. If the contractor has performed in accordance with the contract; and
2. The work has been approved and certified by the owner or the owner's authorized agent.
3. The owner shall pay the bill not more than 30 calendar days after the billing date.
4. Provided that the billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the owner provides, before the end of the 20-day period, a written statement of the amount withheld and reason for withholding payment.
5. If the billing is approved, the bill is required to be paid in the payment cycle following the meeting.

The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. PLEASE NOTE: The contract will contain a liquidated damages clause and may require performance bond if requested.

Gloucester Terminals LLC ACCESS CONTROL RFP

GLT ACCESS CONTROL RFP

Pre-Requisites

- Access control system must integrate with the FIPS – TSA MARSEC requirements.
- Access control system must have the capability of being integrated with Victor 5.0 or better VMS that is utilized on site.
- Vendors must possess manufacturer's certification for access control system used.
- Must be Kantech Global Certified
- Positive references from Logistics/Shipping company within 25 miles of Gloucester Terminals upon request
- All Networking equipment to be supplied and installed by GLT

Scope of work per building/location

Armstrong Building

- 1 HID Card Readers
 - Doing South Side Canopy Door DOOR 1
- 1 KT-400
- 2 Electric Strikes
- 1 Mag Lock
- 1 REX
- 1 Exit Button
- Power supplies, Wire, labor, programming as needed

Central Building

- 16 HID Readers
 - Door Between OHD 46/47) Door 2
 - Door (Next to OHD 25) Door #5
 - Door Pump Room Door 6
 - Door (Electrical Room (Double) Door 7
 - Office Area (next to UHD 24) Door 9 Pier 9 Office South office
 - Office Area (Dock) Door 10 – Office Area Dock (Pier 9 Office door)
 - Door (Next to OHD 1 Dock) Door 11
 - Door (Next to Large Rollup 1) Door 12
 - Building 14 Electrical Room (3 Doors) Doors 15, Door 16
 - Door DS2 Door 17
 - Engine Room Rear Door 18
 - Door (NW locker Room) Door 19

- Door (*Next to OHD 55) Door 20 BOX 6
- Door (next to OHD 61) Door 21 Pier 8 Shed
- Truck Jockey area (2 doors) Doors 22 and 23 Repack Doors
- Door (WHS Jockey Area) Door 24
- 16 KT-1 As per
- 16 Electric Strikes
- Power supplies, Wire, labor, programming as needed

Delmonte

- 12 HID READERS
 - Door (by OHD 111) Door 25
 - Door (A Frame Area) Door 26 – New area replacing A frame
 - Door (by OHD 112) Door 27 -
 - Door (by OHD 127) Door 28
 - Door (by OHD 108) Door 29
 - Electrical Room 1st floor Door 30 (UNDER STEPS) MAG
 - Electrical room 2nd floor Door 31 (2nd floor outdoor steps)
 - Door (Next to OHD 91) Door 32
 - Door (next to OHD 90) Door 33
 - Door (Next to OHD 73) Door 34
 - Door (WHS office) Door 35 Stvd office/time clock
 - Door (Lunch Room) Door 36 Stvd lunch room
- 12 KT-1
- 11 Electric Strikes
- 1 Mag Locks
- 1 Rex
- 1 Exit Buttons
- Power supplies, Wire, labor, programming as needed

Annex Building 16

- 3 HID Readers
 - Door (2nd floor container office) Door 37
 - Electrical Room 1doors Door 38 (under Pipe Bridge
 - Electrical Room Door 39 Under Pipe bridge as well)
- 3 KT-1
- 3 Electric Strikes
- Power supplies, Wire, labor, programming as needed

Building 17 Shop

- 5 HID Readers
 - Door Next to OHD 2) Door 40
 - Door (Next to OHD 6) Door 41
 - Door (Next to Large OHD) Door 42 High bay
 - DOOR 43 SOUTH EAST FREEDOM PIER HES 9600
 - Door 44 South West Rear Door HES 9600
- 5 KT-1
- 5 Electric Strikes
- Power supplies, Wire, labor, programming as needed

Delmonte Trailer East

- 2 HID Readers 2
 - Front Door Door 15
 - Rear Door Door 16
- 1 KT-400
- 2 Electric Strikes
- Power supplies, Wire, labor, programming as needed

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

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

Please provide bids for both of the following options.

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

Lump Sum Bid A – TO INCLUDE PERFORMANCE BOND

Amount in Words: _____

Amount in Numbers: \$ _____

Lump Sum Bid B – WILL NOT INCLUDE PERFORMANCE BOND

Amount in Words: _____

Amount in Numbers: \$ _____

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

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 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 Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures pre-scribed 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 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 sub-contractor 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 sub-contractor 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;
 - II. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - III. 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;
 - IV. 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;
 - V. 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 non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - VI. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - a. The contractor or subcontractor shall interview the referred minority or women worker.
 - b. 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.

- c. 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.
 - d. 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.
- VII. 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 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 web-site, 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 re-quested 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.

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**CERTIFICATION OF BIDDER'S QUALIFICATIONS
FOR PRIME CONTRACTOR AND CURRENT CONTRACT STATUS**

I, the undersigned, certify and warrant as follows:

- I. That the Bidder is financially solvent and is experienced in and competent to perform the type of work and to furnish the labor, materials, supplies and equipment to be so performed or furnished by the Bidder and
- II. That the Bidder is familiar with all federal, state and municipal laws, ordinances and regulations of any agency which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- III. That such temporary and permanent work as may be required by the Specifications and Contract Documents or other contracts as is to be done by the Bidder can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property.
- IV. The Bidder has been organized to do business under the present business name since _____ . (insert date)

The Bidder was incorporated effective _____ . (insert date)

The Bidder has experience performing work and services of the nature required by the above referenced Contract since _____ . (insert date)

V. The following is a list of similar work or services which the Bidder has completed in the last five (5) years together with the name and address of the owner and the contract price:

Location of project:

Description of project:

Year: _____ Contract Price: _____

Name of Owner: _____

Contact Name: _____

Address: _____

Telephone: _____

Location of project:

Description of project:

Year: _____ Contract Price: _____

Name of Owner: _____

Contact Name: _____

Address: _____

Telephone: _____

.....

Location of project:

Description of project:

Year: _____ Contract Price: _____

Name of Owner: _____

Contact Name: _____

Address: _____

Telephone: _____

.....

Location of project:

Description of project:

Year: _____ Contract Price: _____

Name of Owner: _____

Contact Name: _____

Address: _____

Telephone: _____

VI. The following is a list of all projects currently being worked on by the Bidder and the Contract completion date for the each referenced Contract:

Project Location & Owner	Brief Description	Contract Amount	Contract Completion Date
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(Use blank sheet(s) if additional space is needed)

VII. The following is a list of References which may be contacted to substantiate the Bidder's qualifications
(Name only the engineers, owners or representatives including public agencies for whom the Bidder has performed work):

Name	Address	Engineer, Owner or Agency
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

VIII. The following is a list of Banks and Financial Institutions which can substantiate the financial responsibility of the Bidder.

Name	Address	Representative
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IX. The Bidder hereby certifies that he/she currently holds any and all applicable licenses to perform the Work and Services designated above, and evidence of said licenses is attached hereto.

DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER STATEMENT(S) FOR SUBCONTRACTOR(S)

I, the undersigned solemnly swear that _____ (Name of Subcontractor), at the time of the Bid, is not included on the New Jersey State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. Furthermore, I agree to immediately notify Gloucester Terminals LLC wherever it appears that _____ (Name of Subcontractor) is on the aforementioned New Jersey State Treasurer List.

NAME OF SUBCONTRACTOR

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME AND TITLE OF SIGNATORY

DATE

CERTIFICATION OF NEW JERSEY BUSINESS REGISTRATION FOR SUBCONTRACTOR

Pursuant to the requirements of New Jersey Business Registration Statute (N.J.S.A. 52:32-44), I hereby certify that the below named Subcontractor holds a valid Business Registration Certificate, and, as proof thereof, a copy of said Business Registration Certificate is attached hereto.

NAME OF SUBCONTRACTOR

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME AND TITLE OF SIGNATORY

DATE