

BIDDER SIGNATURE PAGE

Rev. 3/27/12

1. If doing business under a trade name, partnership or a sole proprietorship, you must submit the bid under exact title of the trade name, partnership, or proprietorship, and the bid must be signed by either the owner or a partner and witnessed by a notary public.
2. If a Corporation, the bid must be signed by the President or Vice President and witnessed by Corporate Secretary, (Corporate title must be exact) and affix corporate seal.
3. Other persons authorized by Corporate Resolution to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form must also sign the Non-Collusion Affidavit.
5. You cannot witness your own signature.

Pennetta Industrial Automation
NAME OF BIDDER

17 Industrial Avenue
ADDRESS OF BIDDER

Little Ferry, NJ 07643

SIGNATURE
CORPORATE SECRETARY

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: 201-420-1693

FAX: 201 641-4290

EMAIL: VPennetta@Pennetta.com

BY: Elena Warner
SIGNATURE

11-8-18
DATE

AFFIX CORPORATE SEAL

Elena Warner, Partner
PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

CONSENT OF SURETY

Rev. 5/13/02

The Guarantee Company of North America USA (Hereinafter called Surety), organized and existing under the laws of the State of Michigan and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of American, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the attached bid is made be awarded to Pennetta Industrial Automation, LLC (hereinafter called Contractor) for the performance of certain work or the supplying of certain materials, or both, as more particularly set forth in said bid and described for the purposes of this instrument as a bid for BA # 54-2018 - Computerized Monitoring and Controlling of Automation Systems Equipment to the County of Union and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance and will provide the Contractor with a bond in the amount of Twenty Thousand Dollars (\$20,000).

The Guarantee Company of North America USA
NAME OF INSURANCE COMPANY

ADDRESS 1 Towne Square, Ste. 1470
Southfield, MI 48076

Christina Van Lenten
SIGNATURE ATTORNEY-IN-FACT FOR INSURANCE CO.
Christina Van Lenten, Attorney-In-Fact

NOTE: Proof of authority of officers of Surety Company to execute this document must be submitted.

SURETY ACKNOWLEDGMENT

State of New Jersey

County of Morris

On this 8th day of November 2018, before me personally came Christina Van Lenten to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of The Guarantee Company of North America USA the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolution thereof.

Lisa Faith McIlvaine

Notary Public

LISA FAITH MCILVAINE NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES DECEMBER 14, 2022 No. 2427894
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My commission expires



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Larry J. Chasin, Gregory A. Frankel, David H. Page, Lisa F. McIlvaine, Rachelle Hadden, Christina VanLenten
The Hamilton Group LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA, that the seal affixed to said instrument is the Corporate Seal of said Company, that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 8th day of November, 2018

Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Home Office, Southfield, Michigan
STATUTORY BALANCE SHEET
December 31, 2017

ASSETS

Cash and Short-Term Investments	\$ 78,963,167
Marketable Securities	144,488,213
Premium and Agents Balances (under 90 days)	4,351,703
Reinsurance Receivable on paid losses	419,972
Accrued Interest and Dividends	1,129,133
Net Deferred Tax Asset	537,875
Other Assets	<u>637,702</u>
Total Admitted Assets	<u>\$230,527,765</u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 8,727,339
Unearned Premium Reserve	19,582,956
Accrued Expenses	3,281,062
Ceded Reinsurance Premiums Payable	1,091,893
Taxes, Licenses and Fees Payable	255,235
Federal Income Tax Payable	313,424
Funds Held	6,762,987
Other Liabilities	<u>562,521</u>
Total Liabilities	<u>\$ 40,577,417</u>

CAPITAL AND SURPLUS

Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>45,929,378</u>
Total Policyholders' Surplus	<u>\$189,950,348</u>
Total Liabilities, Capital and Surplus	<u>\$230,527,765</u>

State of Michigan
County of Oakland

Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2017.

Sworn to before me this 5th day of March 2018.

Cynthia A. Takai
Notary
Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting In Oakland County


Stephen C. Ruschak, President & COO

BID FORM PAGE
(Page 1 of 2)

Having carefully read the Notice To Bidders, specifications and instructions to bidders, the undersigned hereby agrees to provide **COMPUTERIZED MONITORING & CONTROLLING OR AUTOMATION SYSTEMS EQUIPMENT** for the Division of Facilities Management and Runnells Specialized Hospital of the County of Union in accordance to the specifications. **DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.**

All estimates are to be considered "more or less".

<u>Item#</u>		<u>Unit Price</u>		<u>Sub-Total</u>
1a- <u>700 Hours</u> Estimated Regular Work Hours For Journeyman - 24 months	X	\$ <u>135.00</u> Hourly Rate	=	\$ <u>94,500 -</u>
1b- <u>100 Hours</u> Estimated Regular Work Hours For Apprentice/Helper 24 months	X	\$ <u>75.00</u> Hourly Rate	=	\$ <u>7,500 -</u>
1c- (\$ 40,000.00 x <u>15</u> % Mark up*	+	\$ 40,000.00	=	\$ <u>46,000 -</u>

* IN THE BEST INTERESTS OF THE COUNTY
NO MARK-UP WILL BE ACCEPTED OVER 15%

(Sum of Items# 1a, 1b, 1c) = \$ 148,000 - Not To Exceed
GRAND TOTAL

Location of Bidder's Main Office & Facilities 17 Industrial Avenue
(Address)
Little Ferry NJ 07643
(City) (Zip Code)
201-420-1693
(24-Hour Manned Phone Number)

NAME OF BIDDER: Pennetta Industrial Automation

BID FORM PAGE

(Page 2 of 2)

THE PERIOD OF THE CONTRACT SHALL BE FOR TWENTY-FOUR (24) CONSECUTIVE MONTHS WITH PROVISION FOR ONE (1) TWENTY-FOUR (24) MONTH EXTENSION SUBJECT TO THE FOLLOWING LIMITATIONS: THE EXTENSION CONTRACT SHALL BE AWARDED BY RESOLUTION OF THE GOVERNING BODY (WITHIN 60 DAYS PRIOR TO THE EXPIRATION DATE) UPON A FINDING BY THE GOVERNING BODY THAT THE SERVICES ARE BEING PERFORMED IN AN EFFECTIVE AND EFFICIENT MANNER.

NJSA 40A: 11-15 PROVIDES THAT ANY PRICE CHANGES PURSUANT TO EXTENSIONS OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE BASED UPON THE PRICE OF THE ORIGINAL AGREEMENT AS CUMULATIVELY ADJUSTED PURSUANT TO ANY PREVIOUS ADJUSTMENT OR EXTENSION AND SHALL NOT EXCEED THE CHANGE IN THE INDEX RATE FOR THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT QUARTERLY CALCULATION AVAILABLE AT THE TIME THIS AGREEMENT IS RENEWED. THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS BASED ON THE ANNUAL PERCENT INCREASE IN THE IMPLICIT PRICE DEFLECTOR FOR STATE AND LOCAL GOVERNMENT SERVICES, COMPUTED QUARTERLY BY THE US DEPT. OF COMMERCE, BUREAU OF ECONOMIC ANALYSIS.

ANY EXTENSION OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE SUBJECT TO THE AVAILABILITY AND APPROPRIATION ANNUALLY OF SUFFICIENT FUNDS BY THE COUNTY OF UNION PURSUANT TO NJSA 40A: 11-15.

NAME OF BIDDER: Bennett Industrial Automation

Union County Cooperative Pricing System Extension Form

BIDDERS MUST CHECK & INITIAL WHERE INDICATED ONE OF THE FOLLOWING SELECTIONS:

Check Here and initial if **WILLING** to provide the goods and services herein bid upon to registered members of the County of Union Cooperative Pricing System (State of New Jersey Identifier #: 8-UCCP) who have submitted estimates, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the registered member identified herein by separate contracts, subject to the overall terms of the master contract to be awarded by the County of Union, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

Check Here and initial if **NOT WILLING** to extend prices to registered members of the County of Union Cooperative Pricing System (State of New Jersey Identifier #: 8-UCCP) who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of County of Union.

In the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates the following procedure will be followed as required by N.J.A.C. 5:34-7.10(a)(2):

The contract for the needs of the lead agency will be awarded to the lowest responsible bidder, and a master contract for the registered members who have submitted estimates will be awarded to the next lowest bidder whose bid agrees to extend.

Bid prices may be extended to registered members who have not submitted estimates prior to the advertisement for bids with the written approval of the lead agency and the contractor.

THE COUNTY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT WITH WRITTEN NOTICE TO THE CONTRACTOR THIRTY (30) DAYS PRIOR TO SUCH ACTION.

EW
Initial

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: Pennetta Industrial Automation

Organization Address: _____

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
Victor J. Pennetta	612 Westgate Drive Edison, NJ 08820
Elena Warner	470 Wyckoff Avenue Ramsey, NJ 07446

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every 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

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 *County of Union* 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 *County of Union* to notify the *County of Union* 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, permitting the *County of Union* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	<i>Elena Warner</i>	Title:	<i>Partner</i>
Signature:	<i>Elena Warner</i>	Date:	<i>11-8-18</i>

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF New Jersey

SS:

COUNTY OF Bergen

I Elena Warner of the City of Little Ferry, in the County of Bergen and the State of New Jersey, of full age, being duly sworn according to law, on my oath depose and say that: I am Partner of the firm of Permetta Industrial Automation, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation 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 COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for the said project.

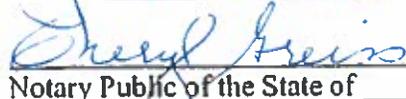
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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



Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
Me this 8 day of November, 2018.



CHERYL GREISS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/5/2019

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:
1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

- A photocopy of your Federal Letter of Affirmative Action Plan Approval
- OR
- A photocopy of your Certificate of Employee Information Report
- OR
- A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

Pennetta Industrial Automation
Print or type FIRM NAME here

Elena Warner, Partner
Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Elena Warner, Partner
Print or type NAME and TITLE here

11-8-18
Print or type DATE

Certification 35183

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2018** to **15-MAR-2025**

PENNETTA INDUSTRIAL AUTOMATION LLC
17 INDUSTRIAL AVE.
LITTLE FERRY NJ 07643



A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO
Acting State Treasurer

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (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. §12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, 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 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, any 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 this Agreement or otherwise at law.

Name Elena Werner (Please print or type)

Signature



Date

11-8-18

NAME OF BIDDER:

Bennett Industrial Automation

COUNTY OF UNION NEW JERSEY
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: BA# 54-2018 Vendor/Bidder: Perrotta Industrial Automation

PART I
CERTIFICATION
VENDOR/BIDDER MUST COMPLETE PART I BY CHECKING ONE OF THE BOXES
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 neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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 party.

CHECK THE APPROPRIATE BOX

A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

B. I am unable to certify as above because the Vendor/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 information 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 ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE#: _____
Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Elena Warner, Partner

11-8-18

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

PENNETTA INDUSTRIAL AUTOMATION LLC

TRADE NAME:

ADDRESS:

**17 INDUSTRIAL AVE
LITTLE FERRY NJ 07643**

SEQUENCE NUMBER:

0791163

EFFECTIVE DATE:

12/05/01

ISSUANCE DATE:

07/11/16

James J. Justice

Director
New Jersey Division of Revenue

FORM BR6

Certificate Number
621802

Registration Date: 07/07/2018
Expiration Date: 07/06/2020



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
Public Works Contractor Registration Act

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

Responsible Representative(s):
Elena Warner, Member

Responsible Representative(s):
Victor Pennetta, Member

Pennetta Industrial Automation, LLC
2018

Handwritten signature of 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.

EXPERIENCE STATEMENT

County of Union, Elizabeth, NJ

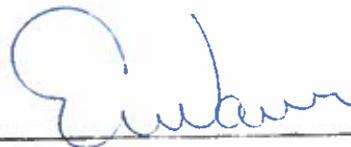
Provide references of facilities, preferably including a correctional facility, similar in the size and the scope of the County of Union that are presently under contract or under contract within the last five years with similar equipment. Include name, address and phone number of the main contact person for each facility.

PENNETTA INDUSTRIAL AUTOMATION

1. Installed and serviced the Automated Logic ATC Systems in all of the County's main buildings, including the Vehicle Storage Building in Westfield as well as the following;
 - a. Oricello Correctional Facility
2 Broad Street, Elizabeth, NJ
Charles Chirafesi
908-527-4240
 - b. Union County Courthouse
2 Broad Street, Elizabeth, NJ
Charles Chirafesi
908-527-4240
 - c. Hudson County Correction Center
30 Hackensack Avenue, Kearny, NJ
Mike Amabile
201-395-5600
2. Pennetta Industrial Automation has had this contract since March 4th, 2004.

(1)

NAME OF BIDDER: _____



EXPERIENCE STATEMENT

County of Union, Elizabeth, NJ

Provide references of facilities, preferably including a correctional facility, similar in the size and the scope of the County of Union that are presently under contract or under contract within the last five years with similar equipment. Include name, address and phone number of the main contact person for each facility.

EXPERIENCE STATEMENT

County of Union
10 Elizabethtown Plaza
Elizabeth, NJ
Phil Triano – 908-527-4246

Jersey City Board of Education
346 Claremont Avenue
Jersey City, NJ
Tony Mohamed – 201-915-6352

North Bergen Board of Education
7317 Kennedy Blvd.
North Bergen, NJ
Steven Somick – 201-295-2761

Wood-Ridge Board of Education
540 Windsor Road
Wood-Ridge, NJ
Michael McIninch – 201-468-5614

East Orange Board of Education
715 Park Avenue
East Orange, NJ
Dario Lambkin – 732-380-1700

Secaucus Board of Education
685 Fifth Street
Secaucus, NJ
Sal Cioffi – 201-388-6391

(2)

NAME OF BIDDER: _____



EXPERTISE STATEMENT

County of Union, Elizabeth, NJ

Provide documentation of expertise in the fields of service specified. Certificates of Training, Education and Authorized Dealership of Computerized Monitoring and Controlling of Automation Systems manufactured by Automated Logic Corporation Systems.

see attached

NAME OF BIDDER: _____



EXPERTISE STATEMENT

10/25/99 - 10/29/99 Dealer Technical Essentials (TRNESS)

11/29/99 - 11/30/99 Technical Update Seminar (TRNUPD)

06/20/2000 - 06/20/2000 Engineering Applications I (TRNENG1)

06/21/2000 - 06/23/2000 Engineering Applications II (TRNENG2)

03/26/2001 - 03/28/2001 Connect Training (TRNCON)

11/17/2008 - 11/19/2008 integrating third-party devices into a WebCTRL system (TRNTPI)

11/20/2008 - 11/21/2008 Custom/Special Training (TRNCUST)

3/10/2011 - 3/11/2011 Tech Update Seminar 2011 - Energy Reports 2.0 (2011TUS)

9/17/2013 - 9/18/2013 Tech Update Seminar 2013 - Atlanta (TUS2013ATL)

10/6/2015 - 10/8/2015 Tech Update Seminar - 2015 - Las Vegas (TUS2015LAS)

Distribution Agreement
by and between

AUTOMATEDLOGIC[®]
CORPORATION

and

Pennetta Industrial Automation

of ALC. ALC may in its sole and absolute discretion withhold any and all such written consents and refuse to agree to any and all such written modifications hereof.

20. Governing Law. This Agreement shall be governed by and construed and performed according to the laws of the State of Georgia.
21. Waiver. The failure by either party to this Agreement to enforce at any time, or for any period of time, any one or more of the terms or conditions of this Agreement shall not be a waiver of such terms or conditions or of such party's right thereafter to enforce each and every term and condition of this Agreement.
22. Separability. Should any clause, sentence, provision, paragraph or part of this Agreement for any reason whatsoever, be adjudged by any court of competent jurisdiction, or be held by any other competent government authority having jurisdiction, unenforceable, or illegal, such judgment or holding shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, paragraph or part of this Agreement directly involved, and the remainder of this Agreement shall remain in full force and effect.
23. Modification. This Agreement may be modified only in writing signed by both ALC and Dealer.
24. Entire Agreement; Etc. This Agreement, including the terms and conditions of the attached Exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, warranties, covenants, agreements and understandings between the parties. Should the parties use their respective business forms, including purchase orders, terms and conditions contained therein shall be deemed superseded to the extent inconsistent with the terms of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized representatives on the day first above written.

AUTOMATED LOGIC CORPORATION

BY: W. H. Denny

TITLE: Vice President of Distribution

DEALER: PENNETTA INDUSTRIAL AUTOMATION

BY: Vicente J. Pennetta

TITLE: PRESIDENT

AUTOMATED LOGIC

 United Technologies

20

presented to

Pennetta Industrial Automation
Little Ferry, NJ

In appreciation for twenty years of dedication
representing Automated Logic Corporation

WARRANTY

Provide description or attach copy of warranty on this page.

Warranty Policies

Unless otherwise stated, all Automated Logic (ALC) products listed in the price list will carry the following warranty:

New Electronic Equipment and Products:

Standard products carry a warranty of 24 months which begins on the original ship date.

Accessories and Cables:

Carry a warranty of 90 days which begins on the original ship date.

Repaired Equipment:

Product repairs are warranted for 90-days beginning on the date of repair.

Alterations or misuse of an ALC product will void all warranty of that product. For further details on the warranty of Automated Logic products contact ALC's Customer Service Department (770) 429-3006.

RMA Policies for In-Warranty Products:

Field Offices have two options available to them concerning Return Material Authorization (RMA) handling of in-warranty modules.

1. Warranty Replacement (WR): WR is for items of a critical nature that must be shipped by ALC prior to removal of the failed product from the field. This option will only be available during the first 120 days of the warranty period. A WR RMA may be requested by calling Customer Service at (770) 429-3006. The RMA number should be marked on the outside of the box.

An order for the replacement item will be generated with a ship date of the following business day. This customer order will contain the assigned RMA number and will be processed showing full replacement cost with a 30 day delayed billing. If the damaged item is returned to ALC with the proper RMA number attached and the initial inspection reveals a failure covered by the warranty, then an invoice will not be issued. If the damaged item is not returned to ALC within 30 days or the failure is not covered by the warranty, including "no problem found", an invoice will be issued for the replacement item and for the original item repaired and returned to the Field Offices.

2. Warranty Repair and Return (WRPR): If a product should fail within the warranty period, but after 120 days from the original ship date, a WRPR will apply. An RMA may be requested directly from Automated Logic's website. (for Lighting Products Call Customer Service at 770 429-3006). The RMA number should be marked on the outside of each box. WRPR items will normally be repaired and returned within 5 to 7 business days of the receipt date of the item. No charge will be issued provided that the item experienced a failure covered by the warranty. Only if the failure is not covered by the warranty, will an invoice will be issued for the repair of the item.

NAME OF BIDDER: _____



FACILITY LOCATION

Location of Bidder's Main Office & Facilities 17 Industrial Ave
(Address)
Little Ferry, NJ 07643
(City) (Zip Code)
201-426-1643
(24-Hour Manned Phone Number)

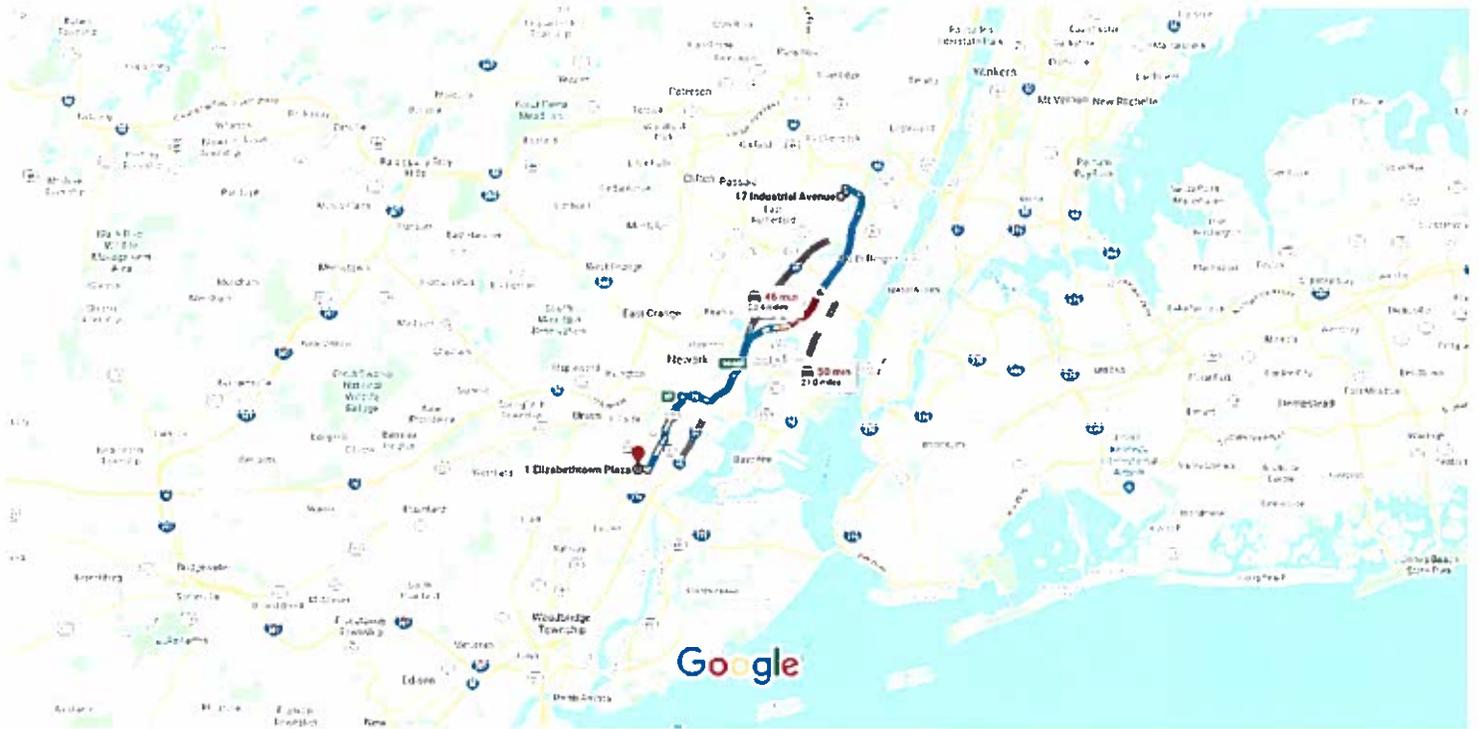
*ATTACH MAP FROM GOOGLE OR MAPQUEST TO THIS PAGE

NAME OF BIDDER: Pennetta Industrial Automation



17 Industrial Avenue, Little Ferry, NJ to 1 Elizabethtown Plaza, Elizabeth, NJ

Drive 20.4 miles, 46 min



Map data ©2018 Google 2 mi



via I-95 S

46 min

Fastest route now, avoids slowdown on I-95 S 20.4 miles

This route has 100%



via US-1 S/U.S. 9 S

50 min

Heavy traffic, as usual 21.0 miles



via I-95 S and Spring St

54 min

Slowdown on I-95 S causing 21-min delay 20.3 miles



COUNTY OF UNION
BID SUBMISSION CHECKLIST

BA# 54-2018 – COMPUTERIZED MONITORING &
CONTROLLING OF AUTOMATION SYSTEMS EQUIPMENT

- gw 1. CONSENT OF SURETY – The Consent of Surety form signed by a Surety Company stating that if your bid is accepted, the Surety Company that provides the consent shall be required to furnish a Performance Bond in the amount of \$20,000.00. The Bond shall have a term equal to the contract period.

In lieu of the Consent of Surety you may submit a **Certified Check** for the amount of \$20,000.00.

- gw 2. Bidder Signature Page – *follow instructions and fill out completely*
gw 3. Statement of Ownership Disclosure (2 pages) – *fill out completely and notarize*
gw 4. Non-Collusion Affidavit – *fill out completely and notarize*
gw 5. Affirmative Action Requirement
gw 6. Americans with Disabilities Form
gw 7. Disclosure of Investment Activities in Iran
gw 8. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
gw 9. Union County Cooperative Contract Purchasing System Extension Form
gw 10. Certificate from New Jersey Department of Labor – Public Works Contractor Registration Act
gw 11. Experience Statement
gw 12. Expertise Statement
gw 13. Warranty
gw 14. Facility Location
gw 15. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

Each bidder should complete this form, initial each entry, sign and date at the bottom and submit with bid.

NAME OF BIDDER: Pennetta Industrial Automation DATE: 11-8-18