

231 THIRD STREET  
MUNICIPAL BUILDING  
LAKEWOOD, NJ 08701

P: 732.364.2500 EXT 5256  
F: 732.364.5417

PATRICIA A. KOMSA  
Executive Director  
UEZ Coordinator

## PUBLIC NOTICE

### NOTICE FOR SOLICITATION OF PROPOSAL FOR SERVICE CONTRACT

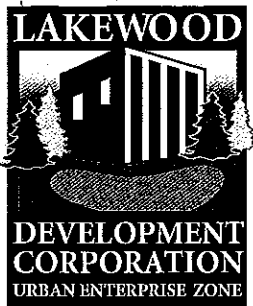
Notice is hereby given that the Lakewood Development Corporation, Township of Lakewood, County of Ocean and State of New Jersey, will until June 19, 2012 at 10:00 am at the offices of the Lakewood Development Corporation (LDC) , 231 Third Street, Room 12 Lakewood, New Jersey, receive sealed proposals for Management of Apartments & Building Maintenance.

All proposals must be contained in a sealed envelope with the name and address of the party submitting the proposal and marked "sealed proposal" and "Management of Apartments & Building Maintenance".

Specifications are available at the address above and may be picked up during normal business hours, Monday through Friday, 9 a.m. to 5:00 p.m. or may be obtained at the Township Website at [www.lakewoodnj.gov/departments/uez](http://www.lakewoodnj.gov/departments/uez) . Any additional information may be obtained from the LDC Office by calling 732-364-2500 x5256.

This proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq.

Patricia Komsa  
Executive Director



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### **Request for Proposal – Management of Apartments & Building Maintenance**

The Lakewood Development Corporation is seeking the services of a Registered NJ State Contractor for management of the Strand Apartments & building maintenance. As herein described the Strand Apartments consist of 10 units that are located at 301 4<sup>th</sup> Street, Lakewood, New Jersey. The building in its entirety is located at the corner of 4<sup>th</sup> Street and Clifton Avenue, Lakewood, New Jersey.

Specifically, the Lakewood Development Corporation wishes to have the following services performed:

1. Provide full maintenance service at a cost of time plus materials as required (such services shall include carpentry, electrical and plumbing);
2. Provide routine maintenance of common areas;
3. Monthly inspection and documentation of fire/emergency exit signs and lighting;
4. Advertise and locate quality tenants;
5. Collect rent and deposit into a dedicated account;
6. Provide documentation of tenant statements and dedicated rental account statements;
7. Obtain Township C/O inspections as needed; and
8. Tenant eviction for non-payment of rent.

Companies interested in providing said services may submit an outline of the scope of services to be provided and a fee structure including cost of labor and equipment. Submissions must also include a list of the firm's previous and/or on-going contracts with dates, address and contact information for the last 2 years.

Company must provide at the time of submission: (1) proof of insurance; (2) Indemnity and Hold Harmless Agreement; (3) Insurance and Indemnification documents; (4) Non-Collusion Affidavit; (5) Business Registration Certificate and any other documents included in this package not otherwise specified here.

The contractor and any of its subcontractors shall comply with all the requirements of the Labor Laws of the State of New Jersey applicable to contracts on behalf of this Owner for construction, alteration or repair of any building or public work, including particularly, but without limitation of the foregoing, the provisions of N.J.S.A 10:2-1 to 10:2-4, inclusive and N.J.S.A 34:11-56.25 et seq, New Jersey Prevailing Wage Act.

A walk-through of the building can be arranged by calling Patricia Komsa at 732-367-2500 extension 5257.

The Development Corporation is the administrator of the Township of Lakewood's Urban Enterprise Zone and as such will provide for payment of services under approved contract with the New Jersey Urban Enterprise Zone Authority as UEZ Project 08-72 and Urban Enterprise Zone Second Generation Funds.

This is a two year contract. The period of the contract for this service is July 1, 2012 until June 30, 2014. This contract can be extended for a third one year period if both parties agree, with an increase based upon the price index found on the NJ government DCA website at the time of the extension.

Interested parties are asked to submit proposals with all corresponding documents by June 19, 2012 at 10am to the Lakewood Development Corporation, 231 Third Street, Room 12, Lakewood, NJ 08701. The Development Corporation is not responsible for packages delivered by hand, U.S. mail or other carrier after the aforementioned deadline.

All proposals must be contained in a sealed envelope with the name and address of the party submitting the proposal and marked "sealed proposal" and "Management of Apartments & Building Maintenance".

Patricia Komsa  
Executive Director/UEZ Coordinator  
Lakewood Development Corporation

## AMERICANS WITH DISABILITIES ACT OF 1990

### Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree with the provision of Title II of the Americans With Disabilities Act of 1990 (the **ACT**)(**42 U.S.C.S 12101 et.seq.**), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract, the CONTRACTOR agrees that the performance shall be in strict compliance 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 claims 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 grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. In any action or administrative proceeding results in any 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 proceedings 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.

**P.L. 1975 c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

**No firm may be issued a purchase order or contract with the Lakewood Development Corporation or the Township of Lakewood unless it complies with the Affirmative Action regulations.**

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC 17:27).

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY     )

SS

COUNTY OF OCEAN         )

I, \_\_\_\_\_ of the city of \_\_\_\_\_  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn according to law on my  
oath depose and say that:

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

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

\_\_\_\_\_  
(Name of Contractor) (N.J.S.A. 52:34-15)

Subscribed and sworn to  
(also type or print name of affiant under signature)  
before me this     day of     20 .

Notary Public of

My Commission expires     , 20 .

## CHAPTER 33

STATEMENT SETTING FORTH THE NAMES AND ADDRESSES OF  
STOCKHOLDERS OR PARTNERS OWNING MORE THAN 10% OF

(Name of Organization)

IN COMPLIANCE WITH CHAPTER 33 OF THE LAWS OF 1977.

The following constitute the names and addresses of all stockholders in the corporation if the corporation is a bidder, or partners if the bidder is a partnership who own 10% or more of the corporate stock of the bidder of any class or of all individual partners in the partnership who own 10% or greater therein.

In the event no stockholder or partner owns 10% or greater, please so indicate at the appropriate space on this form.

If one or more stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership are as follows:

|     | NAME  | ADDRESS | PERCENTAGE<br>of<br>OWNERSHIP |
|-----|-------|---------|-------------------------------|
| (1) | _____ |         |                               |
| (2) | _____ |         |                               |
| (3) | _____ |         |                               |
| (4) | _____ |         |                               |

NO STOCKHOLDER OR PARTNER OWNS 10% OR MORE OF THE CORPORATE STOCK OR OWNERSHIP OF THE BIDDER. CHECK HERE [  ]

I certify that the foregoing information is correct.

Secretary or Partner  
of

Corporation or Partnership

## INSURANCE AND INDEMNIFICATION

### A. Insurance

The contractor shall assume all responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him, the Lakewood Development Corporation and Township of Lakewood from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a certificate with 30 day cancellation notice with the bid proposal.

- (1) Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability insurance as required by applicable State and Federal law.
- (2) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include Lakewood Development Corporation as an additional insured. *Limits of liability shall not be less than \$1,000,000 combined single limit.*
- (3) Comprehensive Automobile Liability policy covering owned, non-owned and hired vehicles with minimum *limits of \$1,000,000 combined single limit.*

### NOTICE:

*All required insurance coverage must be in effect not later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.*

Liability insurance must remain in effect for the duration of the contract, including any extension, and for ninety days following termination of all work.

Vendor shall list name of insurance firm with whom he maintains insurance coverage or from whom he contemplates purchasing above insurance and a person to contact at this firm. (SEE DATA SHEET). No contract shall be executed without proof of required coverage.

Name of Insurance Company

Name of Insurance Representative

Phone Number of Insurance Representative

### B. Indemnification

Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agent, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

Agrees

(Contractor, Individual, Group)

to indemnify and hold harmless the Lakewood Development Corporation, Lakewood Township, and its agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of our performance of the work herein or the use of municipal facilities which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole

or in part by

(Contractor, Individual, Group)

negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

This indemnification and agreement shall apply in all instances whether the Lakewood Development Corporation is made a direct party to the initial action or claim or is subsequently made a party to the action by third party in pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

Description of Event/Facility/Contract

By:

(Contractor, Individual, Group)

(Title)

Date Signed: