

Township of Lakewood

BIDDER INFORMATION AND SPECIFICATIONS

2021 HVAC Upgrades Lakewood NJ

DUE DATE AND TIME:

**Friday
February 19, 2021
10:30am**

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Yehuda Abraham, Purchasing Agent of the Township of Lakewood, County of Ocean and State of New Jersey will, on Friday February 19, 2021 at 10:30am in the Township of Lakewood Department of Public Works Bay 5, 1 America Avenue Lakewood NJ 08701, receive and open bids for the following:

2021 HVAC UPGRADES LAKEWOOD NJ

There are Bid bond, Consent of Surety and Performance bond requirements for this bid.

There will be a NON-mandatory meeting/tour of all four sites leaving from in front of the Department of Public Works main building promptly at 9:30am on Wednesday, February 10, 2021. All COVID-19 precautions below will be in effect for the tour.

Bidders are required to comply with:

- 1) Affirmative Action Regulations requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27;
- 2) P.L. 2004, c. 57 which amends and supplements the business registration provisions of N.J.S.A. 52:32-44.

Required bidder information can be found in the bid documents, which are available for review 9:30 a.m. to 4:45 p.m., excluding holidays, by contacting the purchasing agent at 732 905 5971 or yabraham@lakewoodnj.gov and on the Township website, <http://www.lakewoodnj.gov/>. Any additional information may be obtained from Tony Poklasny at 848 240 1349.

By order of
Lauren Kirkman, Township Clerk

DOCUMENT SUBMISSION CHECKLIST

BC

The following marked with an x are the documents you will be required to provide during the bid process. Those documents in "**bold lettering**" are required to be submitted with the sealed bid package and **failure to do so will result in rejection of the entire bid.** Those documents listed with an asterisk (*) are included in the Bid Submittal Package" you received and should be completed and returned in the sealed bid along with the other documents listed.

- Copy of bidders Business Registration Certificate - Page A2
- Copy of contractor's Business Registration Certificate - Page A2
- Copy of Public Works Contractor Registration Act certificate - Page A3
- Certificate of Insurance - Page - A4
- *Agreement Form - Pages - A6-7
- *Affirmative Action Compliance Evidence Pages - A7a-e
- *Iran Disclosure Pursuant to Public Law (Mandatory) 2012, c. 25 - A7f**
- *Exception to Specification Sheet (and supporting documentation supplied by the bidder) - Page A9

- * Equal Employment Opportunity Language Pages (Mandatory)- A10-11**
- *Affirmative Action Compliance Notice - Page A12
- *Americans with Disabilities Act of 1990 Pages - Pages 13-14
- *Statement of Ownership Disclosure N.J.S.A.52:24.2 Mandatory- Page 15-17**
- *Acknowledgement of Changes to Specifications (Mandatory)- Page 18**
- *Non-Collusion Affidavit complete, signed and notarized - Page 19
- *Contract Administrator/Subcontractor Designation (Mandatory)- Page 20**
- *Bid Proposal Sheet complete and signed (Mandatory)**
- *Bid bond (Mandatory)** ***Consent of Surety (Mandatory)**
- *Performance bond (Mandatory)** ***Labor & Material bond (Mandatory)**

The undersigned authorized representative hereby acknowledges that the above listed requirements have been submitted.

Company: _____

Name and Title: _____

Signature: _____

"Bold Lettering" (Bid Bond with Surety are applicable; Stockholder Disclosure, Acknowledgement of Changes to Specifications and Bid Proposal Sheet) are mandatory rejections if not submitted and returned in your sealed bid.

Instructions To Bidders And Statutory Requirements

Article 1 – Introduction And General Information

1-1. The Township of Lakewood, 231 Third Street, Lakewood, Ocean County, New Jersey 08701 invites sealed bids pursuant to the Notice to Bidders. All bidders and interested parties are welcome to attend. Be advised that no determination of award will be made at the bid opening.

1-2. The Township of Lakewood is hereinafter referred to as the "Township", The State of New Jersey as the "State" and the County of Ocean as the "County".

1-3. The front part of this Bid Specification is commonly known as the Boilerplate and contains the instructions to bidders and statutory requirements for all bids. The back part of this Bid Specification contains the Detailed Specification and Bid Proposal Sheet written specifically for this bid. Bidders are required to read and comply with both sections. The Detailed Specifications shall take precedents over conflicting requirements stated within the boilerplate but shall not take precedents over any Addendums issued.

1-4. All bidders will receive:

a. the complete Bid Package that will include the Bid Specification and any unattached documents such as drawings, prevailing wage documents samples when necessary and all other documents and materials that can be supplied by the Township. This package shall be completed and retained by the bidder for reference.

b. the Bid Submittal Package to be completed and returned. It contains copies of the required forms found in the Bid Specification; the Detailed Specifications for quick and easy reference during bid preparation; the Exception to Bid Specification Sheet and the Bid Proposal Sheet. These documents need to be completed properly and in their entirety. Failure to do so may subject your bid to immediate rejection.

1-5. The Bid Proposal Sheet must be completed as instructed in the Detailed Specifications. Unless specifically stated otherwise, this is the only form acceptable. Computer printouts or proposals submitted in a manner not specified will be immediately rejected. Bid Proposal Sheets submitted without an original signature will be immediately rejected.

1-6. For your bid to be considered a formal bid, you may be required to submit additional documents not contained in the Submittal Package such as a Bid Bond, Consent of Surety, a copy of your Public Works Contractor Registration and copies of trade licenses or certifications. Any additional forms required will be stated on the Bidders Checklist, in the Boilerplate and/or in the Detailed

Specifications. Bidders are instructed to make a close and careful review of the "DOCUMENT SUBMISSION CHECK LIST" page 4.

1-7. Additionally there may be other documents required after the formal award of the bid such as Insurance Certificates and Affirmative Action Forms.

1-8. Under advisement of the Department of Community Affairs, Division of Local Government Services and the opinion of the Township Attorney, the Township does not give out the names of the bidders or the estimated cost of any project currently being bid, that has not yet been formally opened and read.

1-9. There is no refund for any fees charged for these specifications if the Township awards a contract. If no award is made the bidder may, with the return of the original bid documents in reasonably good condition, receive the specifications for the rebid free of charge. There is no refund if the bidder chooses not to rebid. If there is no re-bid, the bidder is entitled to a refund with the return of the specifications in reasonably good condition within 90 days of formal council action and in accordance with Township practices.

Article 2 - Submission Of Bids

2-1. Sealed bids shall be received by the contracting unit, hereinafter referred to as "Township," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

2-2. Sealed bids will be received by the designated representative as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

2-3. The bid shall be submitted in a sealed envelope: (1) addressed to Yehuda Abraham, Purchasing Agent, 231 Third Street, Lakewood, New Jersey 08701, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.

2-4. It is the bidder's responsibility that bids are presented to the Township at the time and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in subsection 2-3 above must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. Even with a delivery service, it is strongly recommended that the

bidder call the Township Purchaser's office well in advance of the opening to ensure that the bid is in their possession.

2-5. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

2-6. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

2-7. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

a) Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

b) Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

c) Bids by sole-proprietorship shall be signed by the proprietor.

d) When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2-8. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

a) N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

b) N.J.S.A. 2C:27-10 provides that a public servant commits a crime by directly or indirectly, knowingly soliciting, accepting or agreeing to accept any benefit that may influence that public servant in the performance of an official duty.

c) N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

d) Bidder should consult the statutes or legal counsel for further information.

Article 3 - Pricing Information For Preparation Of Bids

3-1. The Township is exempt from local, state and federal sales, use or excise tax.

3-2. Estimated Quantities (Open-End Contracts): The Township has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C.5:30-11.2 and 11.10. No minimum purchase by quantity or dollar amount, either by individual order or total contract value is expressed, implied or guaranteed.

3-3. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

3-4. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including but not limited to any charges for packing, crating, containers, shipping and handling, freight, insurance, late payment fees, restocking fees, surcharges including fuel surcharge, and any and all charges not specifically mentioned. All transportation charges shall be fully prepaid by the contractor, **F.O.B. destination** and placement at locations specified by the Township. 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. The Township will only pay for those items listed on the Bid Proposal Page at the prices awarded.

Article 4 - Brand Names, Standards Of Quality And Performance

4-1. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

4-2. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. 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.

4-3. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The Township reserves the right to evaluate the equivalency of the goods and services.

4-4. 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 hold the Township harmless from any damages resulting from such infringement.

4-5. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

Article 5 - Interpretation And Addenda

5-1. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.

5-2. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

5-3. As you read, list your questions in order referencing the page number and line item. Then direct those questions and concerns to the Purchasing Office at 231 Third Street, Lakewood, New Jersey 08701, by phone at 732-364-2500 x5971 or by fax to 732-905-5964 during normal weekdays between 9:00 a.m. and 5:00 p.m. Any questions that cannot be answered with the information already provided in the bid package will be shared with all bidders and answered through an addendum. All questions must be received at least three (3) business days prior to the date fixed for the opening of the bid for goods and services.

5-4. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the

specification and bid documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

5-5. When issuing an addenda, the Township shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

5-6. Discrepancies in Bids:

a) If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

b) In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

5-7. If stated in the Notice to Bidders and/or the Detailed Specifications, a pre-bid conference for this proposal will be held on the date, time and place stated. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

Article 6 - Exceptions To Specifications

6-1. The bidder shall understand that all requirements within these specifications shall be provided as written unless the bidder has taken a specific exception.

6-2. Exceptions must be formally accepted by the Township. However, the Township may lawfully not waive any material aspects of the bid.

6-3. Bidders are reminded that taking an "Exception" does not automatically indicate that the bidder's proposal is "not equal". Each exception shall be evaluated on its own merit based on the information supplied by the bidder.

6-4. Areas to be considered as exceptions include but are not limited to the bidder's inability or unwillingness to comply with any requirement stated in the complete bid package; or perform exactly as written; or to acquire the necessary required documents; or provide the goods or services exactly as specified or exceeds a specified measurement.

6-5. Any and all exceptions taken to these specifications must be listed on the "Exceptions to Specifications" sheet. One copy is included with the submittal package. Bidders are to reproduce this sheet as necessary and shall attach them to and submit with his bid proposal.

See Appendix Page A9

This form is also included in the bid submittal package.

6-6. Exceptions are to be listed in the order taken, clearly identifying the requirement or equipment, and fully and completely stating the exception.

6-7. Any and all documentation supporting the exceptions must be included with the bid proposal package in accordance with Article 4 - Brand Names, Standards Of Quality And Performance for evaluation purposes.

6-8. If discrepancies are found during the evaluation process between what is specified and what is offered by the bidder, the Township may reject the bid as informal and noncompliant.

6-9. Failure to provide the material described will subject any Bonds held by the Township to forfeiture, or the Township may deduct and retain out of the monies due, or which may become due such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Township may or shall be obliged to pay to procure such supplies from other parties, or as further defined in the Detail Specifications.

The following items 7-1 through 7-5 are only required when stated in the Notice to Bidders and/or the Detailed Specifications. Review the Bidders Checklist to see if the Bid Guarantee and Consent of Surety is required at the time of the bid submittal.

Article 7 - Bid Security And Bonding Requirements

7-1. Bid Guarantee:

The Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Township. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a Bid Guarantee when required shall result in rejection of the bid.

7-2. Consent Of Surety:

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do

business in the State of New Jersey and acceptable to the Township stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable Surety Company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. A Surety Disclosure Statement and Certification substantially in the form required in N.J.S.A. 2a:44-143.d. shall be included.

Failure to submit Consent Of Surety form when required shall result in rejection of the bid.

7-3. Performance Bond

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. The Performance Bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The Surety on such bond or bonds shall be a duly authorized Surety Company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract when required shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

7-4. Labor And Material (Payment) Bond

When required the Bidder shall with the delivery of the Performance Bond submit an executed Payment Bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a Labor and Material Bond with the Performance Bond when required shall be cause for declaring the contract null and void.

7-5. Maintenance Bond:

Upon acceptance of the work by the Township, the contractor shall submit a Maintenance Bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed ____% of the project costs guaranteeing against defective quality of work or materials for the period of:

- ____ 1 year
- ____ 2 years

Article 8 - Statutory And Other Requirements

8-1. Affirmative Action Certification

If awarded your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The Township must retain the Affirmative Action evidence in their files for review by the Division. The following information summarizes the full, required, regulatory text.

a) For goods and service contracts including professional services contracts, each contractor shall submit to the Township, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

i. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division of Purchase & Property, CCAU, EEO Monitoring Program (for this section the Division). This approval letter is valid for one year from the date of issuance); or

ii. A Certificate of Employee Information Report (for this section "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid. or

iii. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with the appropriate fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. The Form is provided by the Township when applicable and does not have to be completed and returned with the bid package.

b) For maintenance/construction contracts, after notification of award, but prior to signing a construction contract, the construction contractor(s) shall complete and submit:

i. an Initial Project Workforce Report Form AA-201 provided by the Township upon notification of award. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated.

ii. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA-202 once a month thereafter for the duration of the contract to the Division and to the Township compliance officer. The form can be accessed on the Division's web page.

The Contractor also agrees to cooperate with the Township 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.

**See Appendix; A10 Exhibit A Mandatory Language; Page A12 Notice/Evidence
The Language & Evidence forms are also included in the bid submittal package**

8-2. Americans With Disabilities Act Of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read the Americans With Disabilities language, agree to the provisions of Title II of the Act, and are hereby made a part of the contract. The contractor is obligated to comply with the Act and to hold the Township harmless.

See Appendix Page A13

This form with the language content is included in the bid submittal package

8-3. Statement of Ownership Disclosure

N.J.S.A. 52:25-24.2, as amended August 2016, provides that no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

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 greater beneficial interest in the publicly traded 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 greater beneficial interest.

See Appendix Page A15.

This form is also included in the bid submittal package.

Failure to submit a Statement of Ownership Disclosure document with the bid proposal shall result in a mandatory rejection of the entire bid.

8-4. Acknowledgement Of Changes To Bid Specifications

An Acknowledgement Of Changes To Bid Specifications Form is required for prevailing wage bids for work on real property that are in excess of the amount set forth in N.J.S.A. 40A:11-3 or as calculated by the Governor pursuant to Section 3 of P.L. 1971, c198 and is deemed mandatory pursuant to N.J.S.A. 40A:11-23(1)(a). This acknowledgement has also been deemed mandatory for all other bids pursuant to N.J.S.A. 40A:11-23.2.e.

See Appendix Page A16

This form is also included in the bid submittal package.

Failure to submit the Acknowledgement Of Changes To Bid Specifications document with the bid proposal shall result in a mandatory rejection of the entire bid.

8-5. Non-Collusion Affidavit

A Non-Collusion Affidavit affirming that the 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 for this bid shall be properly executed, attested by a Notary Public and submitted with the bid proposal.

See Appendix Page A17

This form is also included in the bid submittal package.

8-6. Contract Administrator and Subcontractors

Bidders shall declare which corporate officials will personally administrate this contract if awarded. The contract Administrator will be the primary contact. The Superintendent shall be next contact up the corporate ladder should problems be encountered that cannot be resolved. The bidder shall also state any subcontractors he intends to use and provide all documentation related to subcontractors stated in these specifications.

See Appendix Page A18

This form is also included in the bid submittal package.

8-7. Proof Of Business Registration

P.L. 2009, c315 has repealed the requirement of N.J.S.A. 52:32-44 that required each bidder (contractor) to submit proof of business registration prior to the contract award or be rejected as a fatal flaw. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). The Township

reserves the right to request a copy of the registration certificate with the bid proposal to help expedite the award of contract. Visit the New Jersey Division of Revenue web page at www.nj.gov/treasury/revenue/busregcert.shtml for further information on obtaining a BRC. A link to the application form at can be found at www.nj.gov/njbgs. The following BRC requirements are still applicable:

a) N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

i. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

ii. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;

iii. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

b) A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information 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.

See Appendix Page A1 Language; Page A2 Acceptable Certificate Samples Failure to submit a copy of the Business Registration Certificate with a date prior to the bid submittal date shall result in a mandatory rejection of the entire bid.

NOTE: Only when applicable are the following items, 8-8, 8-9 and 8-10 mandatory requirements of the bid proposal and contract. They will be stated in the Notice to Bidders and/or the Detailed Specifications. Review the Bidders Checklist to see a copy of the Public Works Contractor Registration Certificate is required at the time of the bid submittal.

8-8. 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 N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C. 5:89-5 et seq.). 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. All applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished at delivery.

8-9. Prevailing Wage Act

Pursuant to N.J.S.A. 34:11-56.25 et seq. all contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act.

The Act defines "public work" as follows:

"Construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. "Public work" shall also mean construction, reconstruction, demolition, alteration, custom fabrication, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering into of the contract the property or premises is owned by the public body or:

- (a) Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and
- (b) The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet."

The following apply to the Act and this contract when applicable:

- a) The contractor shall be required to submit a certified payroll record to the Township within ten (10) days of the payment of the wages.
- b) It is the contractor's responsibility to obtain and submit all subcontractors' certified payroll records within the aforementioned time period.
- c) The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c).
- d) 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.
- e) The Department of Labor may from time to time during the term of the contract make changes in the Prevailing Wage Rate. The Township **will not** amend or authorize any rate increase for that craft. The Contractor however will still be responsible to his employees for the rate increase.

For additional information go to the Department of Labor web site at http://lwd.dol.state.nj.us/labor/wagehour/regperm/public_contracts_general.html

8-10. The Public Works Contractor Registration Act

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. The Township reserves the right to require a copy of the registration certificate with the bid proposal as proof of possession of registration at the time of the receipt of bids and to the expediency of awarding a contract. N.J.S.A.34:11-56.55 specifically prohibits accepting applications for registration as a substitute. To register, bidders shall complete an application form and submit it to the Department of Labor. The form is available at http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/lse-2.pdf and can be submitted online. There is a fee involved and a 30 day processing time. The following additional requirements apply:

a) The following definitions under the Act apply:

i. Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A.34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

ii. The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

1) "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

2) "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."

3) "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

b) After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

See Appendix Page A3.

Failure of the bidder, when required, to submit a copy of his Public Works Contractor Registration Certificate and those of all subcontractors, with dates valid prior to the bid submittal date, shall result in a mandatory rejection of the entire bid.

8-11. Annual disclosure statement by business entities of contributions. NJSA 19:44A-20.27 requires that any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

Article 9 - Insurance And Indemnification

9-1. All insurance requirements apply to both the awarded contractor and all subcontractors. The Township of Lakewood must be listed on all forms as an additional insured except for Workman's Compensation Policies. All insurance forms must be submitted with the signed contracts.

9-2. All coverage shall be with AM Best's rated A or better Insurance Companies only authorized to do business in the State of New Jersey. As evidence of such authorization, the contractor shall submit with the insurance documents a copy of the Certificate of Authority for each named provider.

9-3. All insurance submitted by the awarded contractor is subject to approval by the Township and must remain in full force for the duration of the contract. The contractor shall not take any action under this contract until such approval is given by the Township.

9-4. No acceptance and/or approval of any insurance by the Township shall be construed as relieving or excusing the Contractor or the contractor's surety from any liability or obligation imposed upon either or both of them by the provisions of this contract.

9-5. All insurance policies subject to cancellation, non-renewal, or material reduction in coverage shall be endorsed to provide written notice to the Township no less than 30 days prior. The phrases "endeavor to" and "...but

failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

9-6. The contractor must disclose any policy or coverage with deductibles of \$5,000.00 or more.

9-7. The dollar amounts listed are *minimum* limits. These limits and all insurance requirements stated in this section are subject to any additions, deletions or revisions stated in the Detailed Specifications.

a) Commercial General Liability Insurance or its equivalent for bodily injury, personal injury and property damage including loss of use with the minimum limits of:

- I. \$1,000,000 each occurrence
- II. \$ 300,000 damage to property
- III. \$1,000,000 personal and advertising injury
- IV. \$1,000,000 general aggregate
- V. \$1,000,000 products/completed operation

b) Business Auto Liability Insurance or its equivalent with a minimum limit of \$500,000 per person, per accident, property damage and includes coverage for all of the following:

- i liability arising out of the ownership, maintenance or use of any auto
- ii Auto non-ownership and hired car coverage
- iii Uninsured/Underinsured motorist coverage at a limit no less than statutory limits

c) Excess/Umbrella Insurance or its equivalent with minimum limits of:

- i \$1,000,000 per occurrence
- ii \$1,000,000 aggregate for other than products/completed operations and auto liability
- iii \$1,000,000 products/completed operations aggregate

d) Workers Compensation Insurance or its equivalent with statutory benefits as required by any state or Federal law:

- i \$500,000 each accident for bodily injury by accident
- ii \$500,000 each employee for bodily injury by disease
- iii \$500,000 policy limit for bodily injury by disease

9-8. Bidder shall indemnify and hold harmless the Township, the Mayor, Council, Business Administrator, employees and professionals under contract harmless from and against all claims, suits or actions, and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the

Township, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

See Appendix Pages A4 Certificate Of Insurance, A5 Certificate Of Authority

Article 10 - Causes For Rejecting Bids

10-1. All bids may be rejected for any of the following reasons pursuant to N.J.S.A. 40A:11-13.2;

- a) The lowest bid substantially exceeds the cost estimates for the goods or services;
- b) The lowest bid substantially exceeds the Township's appropriation for the goods or services;
- c) The Township Committee decides to abandon the project for provision or performance of the goods or services;
- d) The Township wants to substantially revise the specifications for the goods or services;
- e) The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;
- f) The Township Committee decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).

10-2. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name.

10-3. Multiple bids from an agent representing competing bidders.

10-4. The bid is inappropriately unbalanced.

10-5. The Township had a prior negative experience with the bidder pursuant to N.J.S.A. 40A:11-4(b).

10-6. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Township may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b).

10-7. The Township reserves the right to reject any or all bids in whole or in part, to make awards item by item, by parts or in bulk, to waive minor defects in any non-statutory required document, to cancel the contract at any time the

foregoing conditions are not complied with or for any good and sufficient reason, if deemed in the best interest of the Township to do so.

Article 11 - Method Of Award And Contract

11-1. If the award is to be made on the basis of a base bid only, it shall be made to that responsive and responsible bidder submitting the lowest base bid.

11-2. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest bid in accordance with the requirements stated in the Detailed Specifications.

11-3. The Township may also elect to award the contract on the basis of unit prices in which case multiple bidders may be awarded.

11-4. All awards for time and material bids will take into consideration both the labor cost and the material cost. All bid prices will be adjusted to reflect one hour labor and a given price on parts to be adjusted according to the basis of award outlined in the Detailed Specifications.

11-5. All tie bids will be awarded at the Townships discretion as authorized and in accordance with N.J.S.A. 40A:11-6.1(d).

11-6. All contracts are conditional upon the contractors' compliance with all State, County, and Local laws, rules, regulations and ordinances. compliance with all the terms of this agreement; ability to secure and maintain all required licenses, certifications, permits and other related documents necessary to perform under this contract and the acceptance of the required insurance documents.

11-7. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually as well as union agreements, cooperative contract awards, changes in State laws and regulations, market conditions, the contractors performance and if deemed in the best interest of the Township.

11-8. No less than three copies of the AGREEMENT shall be submitted by the Township to the successful bidder along with a Notice of Award, Resolution of Award and any additional required documents and instructions. Terms of the specifications/bid package along with any addendums, attachments and all other documents submitted, accepted and awarded shall be annexed the signed contracts. Bidder exceptions must be formally accepted by the Township.

11-9. Failure to provide any of the required documents stated in the notice of award with the signed contracts by the time indicated or failure to maintain the required documents during the term of the contract shall constitute a breach thereof and subject to immediate forfeiture of the contract.

11-10. The duration of the contract shall be stated in the Detailed Specifications. If no dates are stated, the contract shall run the minimum time authorized by N.J.S.A. 40A:11-15 beginning on the day after formal award by the Township Committee or upon the conclusion of any current contract due to expire for the identical goods or service.

11-11. The Township reserves the right to extend contracts in accordance with N.J.S.A.40A:11-15. Types of contracts may include any of the following:

a) a one (1) time contract to expire at the completion of the service or delivery of goods.

b) a single multiyear contract (minimum of two (2) years or as otherwise provided for in N.J.S.A.40A:11-15) which may or may not be rebid at its conclusion.

c) a multiyear contract with individual one year contracts to be renewed annually.

11-12. The prices and discounts awarded shall remain firm fixed for the duration of the contract except for those commodities specifically identified and authorized by the State due to a volatile price market and stated as such in the Detailed Specifications, provided that the Detailed Specifications also include a formula for the adjustments that are clearly and explicitly outlined.

11-13. On multiple year contracts the Township reserves the right to cancel the contract at the conclusion of any contract year and re-bid for such goods and services.

See Appendix Page A6 AGREEMENT

Article 12: Placement Of Orders

12-1. All orders will be placed by the Purchasing Department and on occasions by authorized personnel from the using department.

12-2. Absolutely no orders will be processed or given to any Township employee by the contractor without a purchase order first being issued. That confirmation will be the purchase order number being assigned to that order. It is the contractor's responsibility to contact the Purchasing Department if there is any doubt or concern the order received is authorized.

12-3. The Township will make every effort to place minimum orders as outlined in the Detailed Specifications but will not be held to any minimum purchase either by quantity or dollar amount for any single order or total contract.

12-4. At the time of the placement of the order the contractor must notify the Township if any item will be backordered and the estimated time for its delivery.

12-5. All orders must be delivered within 48 hours or as stated in the Detailed Specifications or as otherwise authorized by the Purchasing Agent. In cases where it has been determined by the Township that an order or part requires a priority shipment and it has been authorized by the Township, the Township will be responsible for the costs associated with the V.I.P or overnight delivery.

Article 13 - Delivery

13-1. All deliveries shall be **F.O.B. destination**.

13-2. All deliveries shall be made Monday through Friday excluding Township observed holidays between the hours of 9:00 a.m. and 5:00 p.m. or as otherwise directed.

13-3. All deliveries must be accompanied with a packing slip showing at minimum, the purchase order number, and for each item delivered the item description or part number and the quantity shipped.

13-4. All delivery slips must be signed by a Township employee authorized to accept shipments. A copy of the delivery slip must be retained by the Township.

13-5. All deliveries must be placed in the building or at a location to be determined at the time of the placement of the order or as required at the delivery site.

13-6. Delivery personnel should be aware that Township employees have pre-assigned duties and may not be available to assist the delivery person with the unloading of any order. Additionally there may not be any Township equipment available to assist in the unloading.

13-7. All packages, etc., when delivered must be plainly marked on the outside as to material, contents and our purchase order number. Failure to comply with this request will constitute proper reason for return of goods at bidder's expense.

13-8. Delivery of all items must be made according to the time set in the Detailed Specifications, unless a written request has been made for an extension of time to the Township, and a written permission has been granted.

13-9. If the person or firm to whom an award is made shall fail to furnish and deliver the supplies and/or equipment within the time specified, the Township may deduct and retain out of the monies due, or which may become due to such person or firm from the Township such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Township may or shall be obliged to pay to procure such supplies from other parties, or as further defined in the Detail Specifications.

Article 14 - Returns

14-1. All costs and arrangements for making returns will be the responsibility of the contractor.

14-2. All returns must be picked up within 48 hours of notification.

14-3. Pick up slips are required for all returns and must be signed by an authorized Township employee. A copy of the signed slip must be retained by the Township.

Article 15 - Warranty

15-1. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

15-2. The successful bidder shall guarantee all materials furnished or purchased under these specifications in accordance with the manufacturers standard warranty but in no case less than ninety (90) days all parts and labor or as otherwise defined in the Detailed Specifications.

15-3. The successful bidder shall guarantee all labor and/or services provided for not less than ninety (90) days or as defined in the Detailed Specifications.

15-4. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

Article 16 - Payment

16-1. Payment will be made in accordance with the Township's policy and procedures, Purchase Orders must be issued, all orders, shipments and/or services must be complete, invoices and credit slips must be received and in agreement with the voucher, formal acceptance must be received by the department head of the using department prior to placement on a Bill Resolution.

16-2. Please review Article 3 Pricing Information For Preparation Of Bids for a list of charges not applicable to this bid.

16-3. Invoices and credit slips submitted must list the assigned purchase order number, the item description, quantity delivered, unit price as awarded and the extended amount. Only one Purchase Order Number per invoice, credit slip and packing slip. The Township does not process vouchers from monthly statements.

16-4. All vouchers must be placed on a Bill Resolution to be approved for payment at a formal council meeting. Only complete, properly prepared vouchers with all the above documentation can be placed on the Bill Resolution.

Article 17 - Termination Of Contract

17-1. 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 Township 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 Township of any obligation for balances to the contractor of any sum or sums set forth in the contract. Township will pay only for goods and services accepted prior to termination.

17-2. All contract violations will be documented and filed. A written notification will be submitted to the contractor and the contractor will be given an opportunity to respond in writing to the allegations.

17-3. Any contractor whose contract has been terminated for failing to perform, refusal to perform or failure to perform to the satisfaction or expectations of the Township shall be barred from being awarded future Township bids under the guidelines of prior negative experience for a period of five (5) years.

17-4. Prior to any new award the contractor will be required to submit evidence that corrective measures are in place to prevent a reoccurrence of the past negative performance

17-5. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.

17-6. The contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.

17-7. In case of default by the contractor, the Township may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

17-8. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel the contract.

17-9. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Township.

17-10. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township.

17-11. The Township may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor. The decision to cancel does not preclude the Township from rebidding such goods and/or services.

Article 18. Open Public Records Act (OPRA)

18-1. The Township makes available for public inspection the bid of each bidder immediately following the closure of all bids taken during that session. Bidders must take the responsibility to protect themselves, their company, the owners and employees by becoming familiar with the exemptions to the Open Public Records Act listed in N.J.S.A. 47:1A-1 et seq. and properly alert the Township that such documents are enclosed in the bid package.

18-2. Bidders submitting documents that fall into any of the exceptions to O.P.R.A. shall conceal such documents in a separate envelope within his bid package and clearly mark on the outside of the envelope, the bidder name, bid number and/or title of bid, and boldly marked "**DOCUMENTS EXEMPT FROM O.P.R.A.**".

18-3. The Township shall open such envelope prior to the public inspection to ensure the documents are in fact exempt and to ensure the documents have in fact been submitted at the time of the bid when required to be submitted as stated in the bid specifications and listed on the bid checklist.

18-4. Should the Purchasing Agent or his duly recognized representative conducting the bid opening determine that a document is not exempt from O.P.R.A., that document shall immediately become available for public inspection. Any document that is deemed questionable shall be considered exempt until such time a positive determination can be made.

BID SUBMITTAL PACKAGE

2021 HVAC Upgrades Lakewood NJ

For your convenience, we have copied and attached hereto, the necessary documents from the complete Bidder Information and Specifications package that are required to be completed and submitted by you, the bidder. THIS PACKAGE MAY NOT CONTAIN ALL THE REQUIRED DOCUMENTS NECESSARY FOR TO IT TO BE CONSIDERED A COMPLETE AND FORMAL BID PROPOSAL.

Any additional documentation you submit with this package to make your bid a complete and formal proposal should be copied and attached to your Bidders Information and Specifications package. The information you submit in this package as your formal proposal must be reflected in your copy of the Bidders Information and Specifications package.

The complete Bidders Information and Specifications package is to be retained by you for future reference. It will also be annexed to your signed contract documents should you be awarded the bid.

Please review the entire Bidder Information and Specifications package for further information.

"New Jersey Business Registration Requirements"

Mandatory Non-Construction Language

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

Mandatory Construction Language

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

THESE ARE THE ONLY ACCEPTABLE FORMS

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPT DIVIS PO BOX TRENT
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107390	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		<i>J.P. S. Tully</i> Acting Director
FORM BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed.	



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Certificate Number
140000

Expiration Date
10/30/2006

State of New Jersey



Department of Labor and Workforce Development

Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to Public Law 1999 Chapter 238, the Public Works Contractor Registration Act, this certificate of registration, for purposes of bidding on and engaging in public work, is issued to:

2005
Guaranty Corp. Equipment

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

Handwritten signature of Thomas J. Carver in cursive.

Thomas J. Carver, Commissioner
Department of Labor and Workforce Development

NON-TRANSFERABLE

CERTIFICATE OF INSURANCE		ISSUE DATE			
PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		COMPANIES AFFORDING COVERAGE COMPANY LETTER A Carter with at least a Best Rating & V Financial Size COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E			
INSURED Your Company And Address					
COVERAGES: THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWING MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CDL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	12345			GENERAL AGGREGATE \$ 1,000,000 PRODUCTS/COMMODITY AGG. \$ 100,000 PERSONAL AND ADJ. INJURY \$ 100,000 EACH OCCURRENCE \$ 100,000 FIRE DAMAGE (Per occurrence) \$ 50,000 MEDICAL EXPENSE (Per occurrence) \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> OTHER				COVERED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY	12345			STATUTORY LIMITS EACH ACCIDENT \$ 500,000 DISEASE-POLICY LIMIT \$ 500,000 DISEASE EACH EMPLOYEE \$ 500,000
A	<input type="checkbox"/> LIQUOR LIABILITY	12345			\$ 1,000,000
DESCRIPTION OF OPERATIONS, LOCATIONS AND OTHER SPECIAL ITEMS The entities and individuals listed on Exhibit "A" are hereby collectively named as additional insureds with respects to the foregoing General Liability and Liquor Liability coverages.					
CERTIFICATE HOLDER			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

CD-7 (5-84)



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 16, 2003

NAIC COMPANY CODE: 14168

THIS IS TO CERTIFY THAT THE HARLEYSVILLE MUTUAL INSURANCE COMPANY OF HARLEYSVILLE, PENNSYLVANIA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2004, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BY THE FOLLOWING NUMERALS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 20, 22 AND 26.

PROPERTY/CASUALTY COMPANY
N.J.S.A. 17:17-1

- 1. Fire & Allied Lines
- 2. Earthquake
- 3. Growing Crops
- 4. Ocean Marine
- 5. Inland Marine
- 6. Workers' Compensation & Employers' Liability
- 7. Automobile Liability (BI)
- 8. Automobile Liability (PD)
- 9. Automobile Physical Damage
- 10. Aircraft Physical Damage
- 11. Other Liability
- 12. Boiler & Machinery
- 13. Fidelity & Surety
- 14. Credit
- 15. Burglary & Theft
- 16. Glass
- 17. Sprinkler Leakage & Water Damage
- 18. Livestock
- 19. Smoke or Smudge
- 20. Physical Loss to Buildings
- 21. Radioactive Contamination
- 22. Mechanical Breakdown/Power Failure
- 23. Other (see reverse side)

N.J.S.A. 17B:17-4

26. Accident and Health

N.J.S.A. 17:17-1(g) and
N.J.A.C. 11:7-1.1 et seq.

27. Municipal Bond Insurance

LIFE INSURANCE COMPANY
Title 17B

- 28. Life
- 29. Health
- 30. Annuities
- 31. Variable Contracts
- 32. Other (see reverse side)

OTHER COMPANIES

N.J.S.A. 17:46B-1 et seq.

33. Title Insurance

N.J.S.A. 17:44A-1 et seq.

34. Fraternal Benefit Society

N.J.S.A. 17:46A-1 et seq.

35. Residential Mortgage Guaranty Insurance

36. Commercial Mortgage Guaranty Insurance

SPECIAL CONDITIONS

- 40. Non-participating Insurance Only
- 50. Reciprocal Exchange
- 60. Reinsurance Only
- 70. Participating Business Requirements
- 80. Capital & Surplus Guarantee (see reverse side)
- 99. (see reverse side)

S A M P L E

HOLLY C. BAKKE
COMMISSIONER



Please complete all identifying information in the agreement below (leaving the dates to be determined), sign and submit three originals. This agreement will be countersigned by the Township representative and become the binding agreement between you and the Township.

AGREEMENT FOR 2021 HVAC UPGRADES LAKEWOOD NJ

THIS AGREEMENT made the 4th day of March in the year 2021, between the Township of Lakewood, hereinafter called the Township, and _____, hereinafter called the Contractor.

WITNESSETH

The contract documents shall consist of the Bidder Information and Specifications Documents and attachments, hereinafter referred to as BISD, which include the Contractor's proposal, as accepted by the Township Committee, all addenda, the Township Committee Resolution of Award and this Agreement form of Contract. If the award of this contract was done pursuant to a solicitation of quotes from vendors, the language utilized in soliciting the services, goods and price shall be incorporated herein. They are as fully a part of this Agreement as if hereto attached or herein repeated. Pursuant to N.J.S.A. 17:44-2.2 "The Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request." Further, the Township and the Contractor, for the consideration hereinafter specified, agree as follows:

DISCRIMINATION

It is agreed that the contractor shall comply with the Affirmative Action Regulations requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27; and the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.) as amended and supplemented from time to time.

SCOPE OF WORK

The Contractor covenants and agrees to provide all material and/or all services awarded to him in compliance with the BISD.

TERM OF CONTRACT

The term of this contract shall be From the time of award until the time of completion of and satisfactory inspection of the work beginning on the date of award that day being March 4, 2021.

PAYMENT

The Township agrees pay the contractor a sum not to exceed (see attached) for said service when delivered or performed, in accordance with the said BISD. Payments to be made in accordance with the Townships usual requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the Township reserves the right to reduce or increase any or all of the quantities in each item at the unit price bid. Acceptance of the final payment by the contractor shall be understood to be a release in full of all claims against the Township arising out of the materials and/or services furnished under this contract.

THIS CONTRACT shall be binding upon the Township, its successors and assigns, and upon the Contractor, its successors and assigns, heirs, executors or administrators.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by Raymond Coles, Mayor.

ATTESTED BY Lauren Kirkman, Township Clerk and the Township of Lakewood seal to be hereunto affixed, and the contractor hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above mentioned.

TOWNSHIP OF LAKEWOOD:

SIGNED: _____
Raymond Coles, Mayor

ATTEST: _____
(SEAL) Lauren Kirkman, Township Clerk

CONTRACTOR

SIGNED BY: _____

SIGNATURE: _____

TITLE : _____

ATTEST: _____
(SEAL) **NOTE: Attach additional signature sheets in the above form if necessary.**

IMPORTANT NOTICE

New Jersey state regulations require vendors to furnish two documents before entering into a contract with a municipality. In order to expedite the process and enable both you and the Township to work together as soon as possible, please provide the two documents cited below *together with your bid submission*.

[A]

The Mandatory Equal Employment Opportunity language in N.J.S.A. 10:5-31 ET SEQ., N.J.A.C 17:27, pages A12-13 in your bid package, reads:

"The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval [from the Office of Federal Contract Compliance Programs (Attachment 1) [or on the web at <https://www.dol.gov/ofccp/regs/compliance/faqs/faapfaqs.htm>]
2. Certificate of Employee Information Report [a certificate from the State Treasurer's Office (see Attachment 2)]
3. Employee Information Report Form AA302 (Attachment 3) or on the web at http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf]

[B]

The vendor's NJ Business Registration Certificate (BRC) is required pursuant to (P.L. 2009, c315 to N.J.S.A. 52:32-44).

Vendors who do not yet have a BRC may file for one on-line at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

Sample Federal Letter of Approval

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract Compliance Programs
Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108



February 27, 20__

SAMPLE

Dear _____

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

We found no apparent deficiencies or violations of Executive Order 11256, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the information furnished by the employee on the Employee Information Report prepared on F.L.A.C. Form 0-1 is true and correct. There is no unreported and report. This statement is made in good faith for the period of _____

VOID



VOID

Employee

Form AA302
Rev. 1/00

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-I REPORT FOR SECTION B, ITEM H.

SECTION A -- COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY		
4. COMPANY NAME				
5. STREET	CITY	COUNTY	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THIS COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				
10. PUBLIC AGENCY AWARDING CONTRACT	CITY	COUNTY	STATE	ZIP CODE

OFFICIAL USE ONLY	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B -- EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-I REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL-1 TOTAL (COLS. 2 & 3)	COL-2 MALE	COL-3 FEMALE	MALE					FEMALE					NON MTL.	
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MTL.	BLACK	HISPANIC	AMER. INDIAN	ASIAN			
Office Managers															
Professionals															
Technicians															
Sales Workers															
Office & Clerical															
Craftworkers (Skilled)															
Operatives (Semi-Skilled)															
Laborers (Unskilled)															
Service Workers															
TOTAL															
Total employment from previous Report (if any)															
Temporary & Part-Time Employees															

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED? MO DAY YEAR
13. DATES OF PAYROLL PERIOD USED FROM: _____ TO: _____		

SECTION C -- SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE		
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (Area Code, No., Extension)

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer, identification Number has not been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or "N/A".

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in Item 7, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employees in more than one job category. DO NOT attach an EEO-1 Report.

RACIAL/ETHNIC GROUPS WILL BE DEFINED:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American, or other Spanish culture or origin, regardless of race.
American Indian or Alaska Native: Persons having origins in any origins in any of the original people of North America, and who maintain cultural identification through tribal affiliations or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.
Non-Minority: Any persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN THE GOLD COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT THE PINK COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES TO:

NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209

Trenton, New Jersey 08625-0209

Telephone No. (609) 292-5475



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 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 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 Division's website at <http://www.state.nj.us/treasury/purchase/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 the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). 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 nonresponsive 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 the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE No.: _____

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

Signature

Date

Print Name and Title

CONSENT OF SURETY

--- ONLY WHEN REQUIRED ---

REVIEW NOTICE TO BIDDERS, BIDDERS CHECK LIST AND DETAILED SPECIFICATIONS

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

TO: The Township of Lakewood

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

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

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

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

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) And N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL 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, 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 of the contractor's commitments under this chapter 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company: _____

Name & Title: _____

Signature: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency and the State of New Jersey, Division of Purchase Property Contract Compliance Audit Unit EEO Monitoring Program (hereinafter the "Division"), after notification of award but prior to execution of a goods and services contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (This approval letter is valid for one year from the date of issuance);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed initial Employee Information Report, Form AA-302 as submitted to the Division with the assigned fee.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. It is not required to be submitted with the bid documents at the time of the bid opening.

The successful vendor(s) must submit the copies of the AA302 Report to the Division. The Public Agency copy is submitted to the public agency, and the Contractor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

DATE: _____ COMPANY: _____

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____

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

The contractor and the Township of Lakewood (hereafter the "Township") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42U.S.C. 5121 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 Township pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the *Township shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

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

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company: _____

Name & Title: _____

Signature: _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of Organization: _____

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

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 Township of Lakewood 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 Township of Lakewood to notify the Township of Lakewood 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 Township of Lakewood to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

ACKNOWLEDGEMENT OF CHANGES

2021 HVAC UPGRADES LAKEWOOD NJ

Pursuant to N.J.S.A. 40A:11-23(1)(a), the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number or Title of Addendum	How Received (mail, fax, picked up)	Date Received

Acknowledgement by bidder:

Write the word **NONE** if no addendums have been issued _____

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____ Date: _____

Print or Type Name and Title: _____

IF YOU DO NOT COMPLETE THIS FORM PROPERLY, YOUR ENTIRE BID WILL BE REJECTED

NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
COUNTY OF :

SS:

I, _____ residing in _____
(name of affiant) **(name of municipality)**

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 _____
(title or position) **(company submitting bid)**

the bidder making the Proposal for _____
(title of bid)

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 _____
(company submitting bid)

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public of

My commission expires _____ 20____

Firm _____

Name _____

Title _____

Signature _____

CONTRACT ADMINISTRATOR AND SUBCONTRACTOR DESIGNATION

Please give the name of the contract administrator (primary contact) who will give personal attention to the work whenever required and that of the project superintendent who oversees and is responsible for the successful completion of the entire project.

CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax _____

SUPERINTENDENT:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax _____

SUBCONTRACTORS TO BE USED FOR THIS CONTRACT (STATE "NONE" IF NONE)

Business Registration Certificates must be submitted with the Proposal. It is requested that all other certificates for the contractor and all subcontractors be submitted with the proposal in the interest of expediency of the contract.

Subcontractor 1. _____

Address: _____

Contact _____

Phone: _____ Fax _____

Subcontractor 2. _____

Address: _____

Contact _____

Phone: _____ Fax _____

(Copy and attach additional sheets if necessary)

HVAC Upgrades Lakewood, NJ

SPECIFICATIONS/BID FORM

INTENT AND OVERVIEW:

Solicitations of bid proposals from qualified interested parties is hereby requested to upgrade the Heating, Ventilation and Air Conditioning System at the following locations:

- 1) The Historic Strand Theater
400 Clifton Ave
Lakewood, NJ 08701
(Block 92, Lot 14)

Note: The Strand Theater is a 1,042-seat historic venue offering live entertainment and was originally constructed in 1922. In 1981, the theater was added to the List of Registered Historic Places in New Jersey. In May 1982, it was added to the National Register of Historic Places. Although no historical alterations are anticipated for this HVAC project, any needed alterations that purposely or accidentally alter the historic preservation of The Strand shall be brought to the attention of the Historic Preservation Office, P.O. Box 404, Trenton, New Jersey 08625-0404 for guidance. A determination shall be determined whether any undertakings constitute an Encroachment set forth in N.J.A.C. 7:4-7.4 and the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 C.F.R. Part 68) and "Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings."

The current owner of the Theater is the Lakewood Development Corporation located within the municipal building at 231 Third Street, Lakewood, NJ 08701.

- 2) Lakewood Municipal Building
231 3rd Street
Lakewood, NJ 08701
(Block 119, Lot 12)
- 3) OEM/EMS Building
1555 Pine Street
Lakewood, NJ 08701
(Block 855.01, Lot 17)
- 4) Lakewood Department of Public Works Building
1 America Avenue
Lakewood, NJ 08701
(Block 849.01, Lot 1)

Pre-bid meeting: All Contractors interested in bidding on this Contract are encouraged to take the tour of each location prior to bidding. However, site visits are NOT mandatory in order to submit bids. A tour of the four locations will be leaving from in front of the Department of Public Works main building promptly at 9:30am on Wednesday, February 10, 2021. All COVID-19 precautions below will be in effect for the tour.

COVID-19 Workplace Safety Standards

Beginning November 5, 2020, employers that require or permit their workforce to be physically present at a worksite must abide by the following requirements, at a minimum, to protect employees, customers, and others who come into contact with its operations:

- Require workers and customers to maintain at least **six feet of distance** from one another, to the maximum extent possible;
- Require everyone to **wear face masks**, except when an employee is at their workstation at least six feet from others, or is alone in a walled space such as an office - *Note: employers may be authorized to prevent individuals who refuse to wear a mask from entering the worksite, where such actions are consistent with state and federal law;*
- **Provide face masks** for their employees;
- **Provide approved sanitization materials** for employees and visitors at no cost to those individuals;
- **Ensure that employees practice hand hygiene** and provide employees with sufficient break time for that purpose;
- **Routinely clean and disinfect all high-touch areas** in accordance with DOH and CDC guidelines;
- Prior to each shift, **conduct daily health checks**, such as temperature screenings, visual symptom checking, self-assessment checklists, and/or health questionnaires, consistent with CDC guidance;
- **Do not allow sick employees to enter workplace** and follow requirements of applicable leave laws;
- Promptly **notify employees of any known exposure to COVID-19** at the worksite;
- Clean and disinfect the worksite in accordance with CDC guidelines when an employee at the site has been diagnosed with COVID-19 illness.

Additional documents needed: Every bidder shall submit the following documents, if not included in the boilerplate bid package, at the time and date specified in the public notice to prospective bidders:

1. Questionnaire below setting forth experience and qualifications; failure to answer each question completely or to provide any of the information requested shall result in rejection of the bid proposal. (Blank form enclosed herein to be filled out)
2. Bids must be on the bid forms prepared herein, in the manner designated therein and required by the specifications. Bid Forms with total price bid, all inclusive, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. Said bids shall be addressed and mailed to Phil Roux, Director of Public Works, 1 America Avenue Lakewood NJ 08701 and must be received in time for the bid opening date and time. Bids may be hand-delivered to Lakewood Township Public Works, 1 America Avenue, Bay 5, Township of Lakewood, New Jersey 08701 on the day and time of the bid-opening. Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized in the State of New Jersey and acceptable by the Township in an amount not less than ten percent (10%) but in no case in excess of \$20,000.00 of the amount bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond. The award of the contract shall be made subject to the necessary moneys to do the work being provided by the Township in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by the Township in a lawful manner. (blank bid form enclosed herein to be filled out with total price bid, all-inclusive, to complete job)

3. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work by the winning bidder.
4. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 34:11-56.25 et seq. (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. S12101, et seq.).
5. The contractor is further notified that he must comply with N.J.S.A. 52:25-24.2 and submit a Disclosure Statement listing stockholders with his bid.
6. The contractor is further notified that he must comply with N.J.S.A. 34:11-56.48 et seq. Public Works Contractor Registration Act and he and any subcontractors must be registered in accordance with the act. Proof of registration to be submitted.
7. The contractor is also further notified that he must comply with N.J.S.A. 52:32-44 and submit proof of business registration and submit proof of business registration for any named subcontractors in accordance with the act.

Assignment of contract: The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein unless agreed upon by the owner.

Contract award: The owner shall determine whether a bidder is “responsible” in accordance with N.J.S.A. 40A:11-1. The Bid Proposal of any bidder that is deemed not to be “responsible” shall be rejected.

A responsible bidder is one who at the time of the bid submission:

1. Conforms to all requirements of the bid specifications;
2. Has a tariff on file with the Department;
3. Has experience in the type of work to be performed;
4. Has the equipment necessary to perform the work described in the bid specifications;
5. Has the financial ability to perform the work.

A. SCOPE OF WORK/SPECIFICATIONS/PLAN

The Contractor(s) will be responsible for the upgrade and replacement of all HVAC equipment in conformance with the below specifications for each of the four (4) locations. This contract includes the removal of all old equipment, supply of new specified equipment and installation of newly supplied equipment, all inclusive. The contractor shall also supply temporary HVAC equipment, if requested by the owner or designee, during any transition periods, if needed.

Working hours per noise ordinance is 7AM to 8PM.

Work shall be completed within ninety (90 days) from receipt of notice to proceed including all material and equipment to be supplied/installed.

Bid item descriptions to be supplied/installed:
All equipment mentioned below by name are "or equivalent"

The Historic Strand Theater
400 Clifton Ave
Lakewood, NJ 08701
(Block 92, Lot 14)

Furnish and Install:

Two (2), 3-ton condenser and air handlers for the Green Room and second floor areas of the building.
Furnish and install two (2), new 12.5-ton rooftop condenser units. Minimum SEER of 13.

Furnish and install two (2), new 15-ton air handlers for the Gallery and Concert Areas of the building including all new line sets.

Furnish and install twenty (20) iWave-C self-cleaning, bi-polar ionization generator for actively treating a building's air quality on all air handlers per manufacture's recommendation or approved equal.

Balance all systems and provide a balancing report to the owner.

Provide a copy of all manufacture's literature to the owner including all maintenance manuals.

Furnish and install all new refrigerant and refrigerant line sets per manufacture's recommendation.

See***Note below for additional appurtenances or installation requirements to be included if required.

Lakewood Municipal Building
231 3rd Street
Lakewood, NJ 08701
(Block 119, Lot 12)

Furnish and Install:

RTU = Roof Top units

RTU 1 & 2 - (2) Carrier Model 48HCDD11A2A5-6W0G0

RTU 3 & 5 - (2) Carrier Model 48HCED07A2A5-6W0A0

RTU 4, 6 8, 9, 10 & 15 - (6) Carrier Model 48FCEA06A2A5-0A0A0

RTU 7, 11, 12, 13 & 14 - (5) Carrier Model 48FCEA05A2A5-0A0A0

(11) 3 – 6 Ton Economizers – Carrier Model 1022355

(1) Curb Adapter for RTU 3 – Carrier Model 1-4000-4005

Provide a copy of all manufacture's literature to the owner including all maintenance manuals.

See***Note below for additional appurtenances or installation requirements to be included if required.

OEM/EMS Building
1555 Pine Street
Lakewood, NJ 08701
(Block 855.01, Lot 17)

Furnish and Install:

- Unit 1 – Coleman condenser Model #AC19B6021S, Coleman furnace Model #TM9E100C20MP12, AHRI #202689537
- Unit 2 – Coleman condenser Model #CC7B4221S, Coleman furnace Model #TM9E080C16MP11, AHRI #8879448
- Unit 3 – Coleman condenser Model #AC19B4821S, Coleman furnace Model #TL9E080C16UH11, AHRI #202689436
- Unit 4 – Coleman condenser Model #CC7B3021S, Coleman furnace Model #CP9C080C16MP13C, AHRI #202588002
- Unit 5 – Coleman condenser Model #AC19B6021S, Coleman furnace Model #TM9E080C20MP12, AHRI #202689546
- Unit 6 – Coleman condenser Model #AC19B6021S, Coleman furnace Model #TM9E100C20MP12, AHRI #202689537

Above work shall include:

All new vent pipe (PVC or Equal per Manufacturer).

Furnish and install all new cased evaporator coils and new line sets.

Furnish and install new outdoor condensing units.

Provide a copy of all manufacture's literature to the owner including all maintenance manuals.

See***Note below for additional appurtenances or installation requirements to be included if required.

Lakewood Department of Public Works Building
1 America Avenue
Lakewood, NJ 08701
(Block 849.01, Lot 1)

Furnish and Install:

Three (3) new boilers at the public works building. Frame out and pour expanded pad to accommodate new boilers per manufactures' recommendations. Price to include concrete all work.

Valve off, disconnect all water piping, gas piping and electric. Remove and dispose of existing boilers.

Furnish and install (3) new Weil McLain SVF 2000 SS high efficiency 2,000,000 BTU boilers.

Furnish and install new vent piping and combustion fresh air.

Furnish and install new circulator pumps and any needed valves and water piping.

Furnish and install new gas piping and wiring as needed.

Fill boilers and system. Start up and check operation.

Contractor shall manually purge all air from all areas of the systems including all branch piping prior to acceptance. Contractor shall re-line exhaust if needed per manufacturer's recommendations if required.

Provide a copy of all manufacture's literature to the owner including all maintenance manuals.

See***Note below for additional appurtenances or installation requirements to be included if required.

***Note: All equipment specified above shall be new. No reconditioned units or equipment will be accepted. Contractor shall absorb, except as expressly provided otherwise in this agreement, all costs associated with

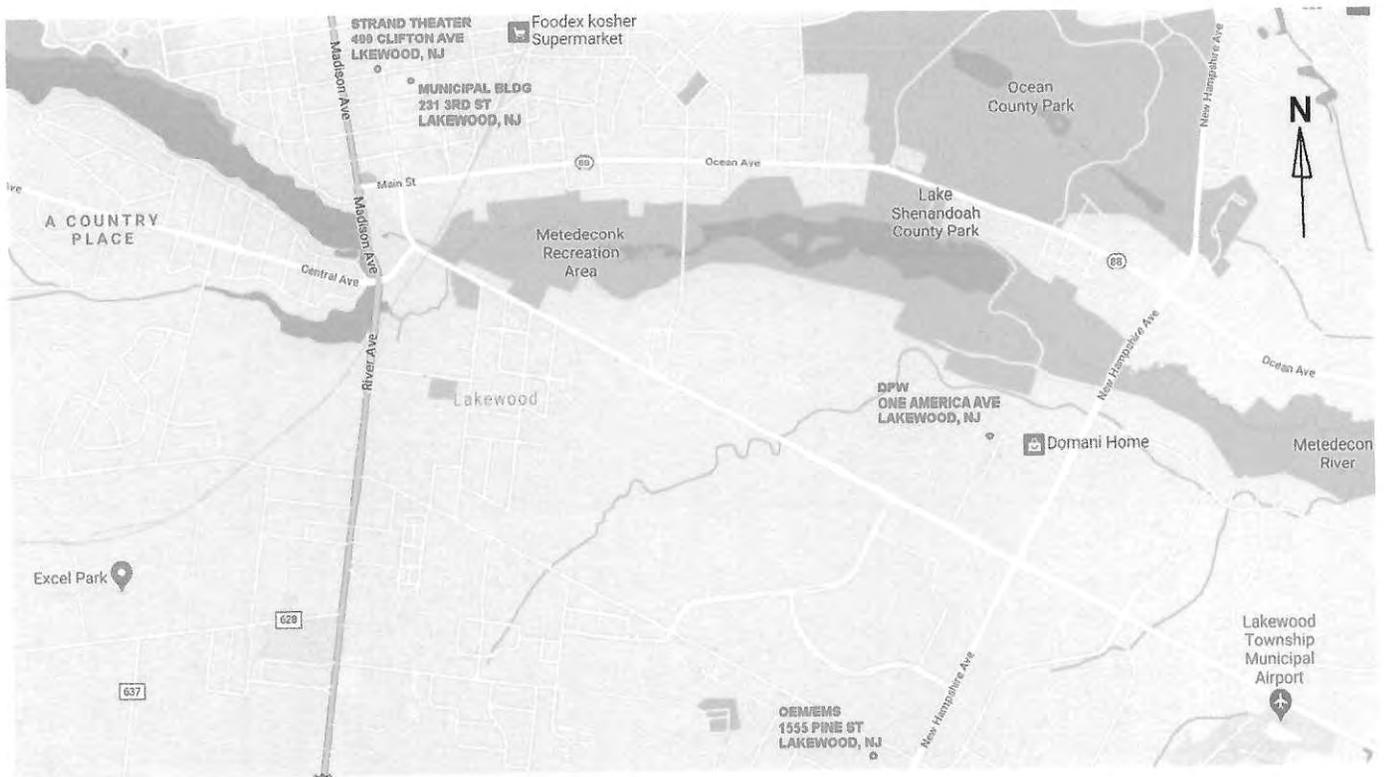
evacuating and charging all new units, startup/check operation, removal/disposal of all old equipment/accessories, recover and properly dispose of all old refrigerant from all units, all crane services or rental costs associated with any placement/lifting services, delivery/shipment costs, applicable permits and unit balancing. To help reduce the risk of airborne transmission of Covid-19 concerns, all units subject to the requirements of actively treating a building's air quality on all air handlers per manufacture's recommendation or approved equal prior to submittal approval. (IE: iWave-C self-cleaning, bi-polar ionization generators or equals) Contractor and/or Subcontractors shall hold all state required contractor licenses to purchase and install said equipment including but not limited to electrical and plumbing licenses.

United States has set minimum values for the SEER of central air conditioners and heat pumps. Beginning Jan. 1, 2016 central air conditioners sold in the United States are required to have the following minimum SEER of 13 for the northern states, including New Jersey. Price bid to replace these all condenser and air handlers shall meet the minimum seer value specified above. Preferred manufacturers shall be: Trane, Bryant, Goodman, Rudd, Rheem, York, Lennox, American Standard, Amana or approved equal. All electrical work and ancillary work for a complete in place installation shall be included with the bid. Minimum warranty shall be 5 years on all parts and labor starting from delivery date.

Winning bidder will be responsible for all warranty issues during a 5-year period. Any manufacturer's extended warranty beyond the 5-year period provided will be processed by owner. The five (5) year warranty period shall include all parts and labor, complete in place, for any defect or malfunctions.

The complete in place installation of the specified or approved equal bid form items as described above at no additional cost to the owner. Installation of all bid form items, unless expressly provided, shall be installed per the manufacture's installation recommendations, industry standards, applicable rules, regulations, policies or procedures under any permitted activity. Contractor is responsible for obtaining and absorbing all costs associated with all applicable or required permits. Clarifications and guidance during construction activity will be available from owner or their representative(s) as the project progresses. Field adjustments may be required and allowed during construction.

SITE LOCATION MAP OF ALL FOUR LOCATIONS:



B. CONTRACTOR RESPONSIBILITIES:

General - By entering into a Contract, the Contractor acknowledges the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the Contractor wages and any penalties that may result from failure to comply with prevailing wage or other.

Competency - The Contractor's employees shall be competent in their work and licensed appropriately to perform their duties, operate vehicles and maintain equipment as required by law. If any person employed shall appear incompetent or disorderly, the owner or designee shall notify the Contractor and specify how the employee is incompetent or disorderly. The Contractor shall take the necessary steps to correct and remedy the situation, including disciplinary action, if necessary. The contractor shall be responsible for any damages to cars and residents' or township property.

Safety policy - Contractor shall insure the safety and health of all workers and the public at large by setting and enforcing all applicable site safety procedures including applicable OSHA standards.

Superintendent/Foreman - The Contractor shall employ a dedicated Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the owner or designated Contract Administrator, in writing, that a dedicated supervisor has been appointed. Such notification shall be given prior to beginning performance of the Contract. The Contractor shall promptly notify the designated Contract Administrator, in writing, of any changes.

Supervisor - The Contractor shall provide a daily supervisor to meet and/or contact (e.g., by phone) the owner or his designee, Monday through Friday, during construction activity. Contractor shall supply the owner with daily updates on progress.

Solicitation of gratuities - The Contractor shall ensure that no agent or employee shall solicit or be permitted to receive gratuities of any kind for any of the work or services provided in connection with the Contract.

C. COMPLAINTS/EMERGENCY

The Contractor shall promptly and properly attend to all complaints and emergencies. Directives and orders of the owner or his designee shall also be addressed within twenty-four (24) hours of the receipt of same, if able. The Contractor shall keep a record of all complaints, injuries or accidents of any kind including the date and time of the responses to such incident, as well any action taken. A written summary of all complaints, accidents or injuries including responses shall be provided to the Director of owner or his designee upon request. The contractor or his representatives shall dial 911 when additional emergency assistance is needed immediately.

D. FAILURE TO PERFORM

The Contractor shall report to the owner or his designee within 24 Hours of a delay in activity after the start of the construction. In the event of severe weather, construction delays, material delays, etc., the contractor shall continue to maintain a clean, secure and safe site until the resumption of activity. Temporary short-term scheduling changes shorter than one week will be coordinated by the owner or his designee who shall be empowered to accept, impose, or otherwise direct scheduling changes. Scheduling changes required due to any State or National Emergency Declarations or any other executive order(s) beyond the owner's control will be strictly enforced on an as needed basis.

Should either party determine that there is a material breach in this agreement, the party claiming the breach shall notify the other party, who shall be given thirty (30) days to cure the deficiency. If the deficiency is not cured within the thirty (30) day period, this agreement shall be declared null and void and terminated. This will not prevent a claim for damages by the party harmed by the breach.

E. INVOICE AND PAYMENT PROCEDURE

The Contractor shall submit all invoices for services in accordance with the requirements of this section.

Within 30 days after the end of each calendar month for the duration of the Contract during which the Contractor provided services to the owner, the Contractor will submit an invoice to owner for the preceding calendar month (the "Billing Month").

Contractor shall submit all invoices to the owner for reimbursement no more than 30 days from the end of the preceding Billing Month.

Owner shall pay all invoices within 45 days of receipt. Owner will not be obligated to pay a defective invoice until the defect is cured by the Contractor. Owner shall then have 30 days from the date of the receipt of the corrected invoice to make payment.

Invoices may specify the ultimately dictate the pay unit descriptions required to be shown on each invoice.

The Contractor shall submit an invoice setting forth the costs, including all taxes and surcharges, of each pay item requested. Invoices shall depict the actual quantity of installed material or unit costs of bulk equipment delivered to the site.

F. INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.S.A. 40A:11-1. The insurance policy shall name owner as an additional named insured indemnifying same with respect to the Contractor's actions pursuant to the Contract.

(A) If a Contract is awarded, the Contractor shall be required to purchase and maintain, during the life of the Contract, comprehensive general and contractual liability insurance, comprehensive auto-mobile liability insurance and workers' compensation insurance with limits of not less than the following:

1. For workers' compensation, unlimited coverage and in accordance with New Jersey statutes for employer's liability; \$1,000,000

2. For comprehensive general and contractual liability insurance coverage, the policies shall include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the Contract, bodily injury liability limits of \$2,000,000 each person and property damage liability limits of \$1,000,000 each occurrence; and

3. For comprehensive automobile liability insurance coverage, bodily injury liability limits of \$1,000,000 each person and \$500,000 each occurrence, and property damage liability limits of \$ 500,000 each occurrence.

(B) The insurance certificate shall list the owner as additional insured on the comprehensive general contractual liability, automobile liability, and umbrella policies.

(C) Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without 30-days prior written notice to the owner or his designee. All insurance required pursuant to (A) above shall remain in full force and effect until the final Contract payment.

(D) Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the owner. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

(E) Certificates of insurance shall be delivered to the owner at the time designate, however, that the time so designated shall be after the Contract is awarded and prior to the commencement of performance.

J. CERTIFICATES

Upon notification, the lowest responsible bidder shall supply to the owner, within five (5) days of notification, a certificate of insurance as proof the insurance policies required by these specifications are in full force and effect. The Certificate of Liability Insurance naming the owner as an additional insured with the bid submission is required.

K. INDEMNIFICATION

The Contractor shall indemnify and hold harmless owner from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by owner on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the Contract or from any act or omission by the Contractor, its agents, servants, employees or sub-contractors and that results in any loss of life or property or in any injury or damage to persons or property.

January 25, 2021

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/A-901 APPROVAL LETTER

Name _____

Complete Address _____

Telephone Number _____

Certificate Number

Date _____

ATTACH AN ORIGINAL COPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TOGETHER WITH AN ORIGINAL COPY OF A-901 APPROVAL LETTER.

STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY
HVAC Upgrades

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF }

SS: []

I, _____, am the _____
_____ of the _____,

and being duly sworn, I depose and say:

1. All of the answers set forth in the following Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the HVAC Upgrades award to, _____, the Contract said services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the owner will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the Contract.
4. I also understand and agree that the owner may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the owner, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the owner with any information necessary to verify the answers given.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this _day of _____, 20__

Notary Republic of

My Commission expires on _____, 20__

Note: A partnership shall give firm name and signature of all partners. Corporation shall give full corporate name and signature of official and the corporate seal affixed.

HVAC Upgrades

QUESTIONNAIRE

This questionnaire **shall be filled out and submitted** as part of the Bid Proposal for said work. **Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.**

Answers should be typewritten or printed neatly in black or blue ink. Answers shall be legible. **Any answer that is illegible or unreadable will be considered incomplete.** If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a Contractor under your present name? _____

2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.

3. Has the bidder failed to perform any Contract awarded within the Township of Lakewood or other Township/Governing body/government entities under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

4. Has any officer or partner of the bidder's business ever failed to perform any Contract that was awarded to him/her as an individual within the Township of Lakewood or other Township/Governing body/government entities in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

5. List all public entity Contracts for which the bidder or its partners is now performing or for which Contracts have been signed but work not yet begun. Give the name of the municipality or owner, the amount of the Contract, and the number of years the Contract covers.

QUESTIONNAIRE (continued)

6. List any governmental/municipal HVAC projects the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.

a) Name of Contracting unit (or owner names);

b) Approximate population of the Contracting unit served; _____

c) Term of Contract, from _____ to _____

d) Describe government/municipal or other HVAC projects completed?

e) Give the name and telephone number of a Contract Administrator or some other official in charge of your previous work.

QUESTIONNAIRE (continued)

7. List the name and address of three credit or bank references.

- 1) _____
- 2) _____
- 3) _____

8. Additional remarks: _____

BID FORM

HVAC Upgrades

Lakewood Development Corporation
231 3rd St.
Lakewood NJ 08701

Gentlemen:

Bid of: _____

Address: _____

FOR THE FURNISHING, DELIVERING AND INSTALLATION OF:

**HVAC UPDRADES
WITHIN LAKEWOOD TOWNSHIP**

We hereby certify that we are the only person or persons interested in this bid that is made without collusion with any person, firm or corporation making another bid for the same contract, that the bid is in all respects fair and that no officer of the members of the Township of Lakewood, owner, or any person in the employ of said members is directly or indirectly interested in this bid or in the supplies or work to which it relates, or in the profits of any portion thereof.

We further declare that we have carefully examined the information for Bidders, Specifications, and Contract form herein referred to and propose to furnish and deliver all necessary work specified and in the manner and time prescribed, and further understand that all work is to be furnished at the following price:

BID ITEMS

- 1) **Furnish and install (complete in place) all HVAC equipment as specified within the bid item descriptions herein for The Historic Strand Theater located at 400 Clifton Ave, Lakewood, NJ.**

Price in Words: _____

Price in Numbers: \$ _____

- 2) **Furnish and install (complete in place) all HVAC equipment as specified within the bid item descriptions herein for The Lakewood Municipal Building located at 231 3rd Street, Lakewood, NJ.**

Price in Words: _____

Price in Numbers: \$ _____

- 3) **Furnish and install (complete in place) all HVAC equipment as specified within the bid item descriptions herein for The OEM/EMS Building located at 1555 Pine Street, Lakewood, NJ.**

Price in Words: _____

Price in Numbers: \$ _____

- 4) **Furnish and install (complete in place) all HVAC equipment as specified within the bid item descriptions herein for the Lakewood Department of Public Works Building located at One America Ave, Lakewood, NJ.**

Price in Words: _____

Price in Numbers: \$ _____

BID TOTAL (ADD BID ITEM COST 1 THROUGH 4 ABOVE)

\$ _____

