## **BID SPECIFICATIONS**

# FIRE ALARM SYSTEM FOR MUNICIPAL BUILDING AND ASSOCIATED SECURITY SYSTEMS AND SERVICES

BID OPENING DATE: April 5, 2018 TIME: 11:00 A.M.

> TOWNSHIP OF GREEN SUSSEX COUNTY NEW JERSEY

> > MAYOR
> > Daniel Conkling

TOWNSHIP COMMITTEE MEMBERS
James Chirip
Margaret "Peg" Phillips
Bader Qarmout
Virginia "Ginny" Raffay

TOWNSHIP CLERK Mark Zschack

#### **TOWNSHIP OF GREEN**

#### NOTICE TO BIDDERS

**NOTICE** is hereby given that separate sealed bids will be received by the Clerk of the Township of Green, Sussex County, New Jersey, at the Green Township Municipal Building, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, on **April 5, 2018** at 11:00 a.m. prevailing time, bids will be opened and publicly read at this time. Bids are sought for the following items:

## FIRE ALARM SYSTEM FOR MUNICIPAL BUILDING AND ASSOCIATED SECURITY SYSTEMS AND SERVICES

Specifications and bid forms may be obtained by any interested bidder at the Green Township Municipal Building, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, in the office of the Green Township Clerk, during normal business hours. Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside addressed to the Township Clerk, Township of Green, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, to be accompanied by a certified check, cashier's check, or bid bond made payable without condition to the Township of Green in an amount of ten (10%) percent of the bid, but not to exceed \$20,000 (N.J.S.A. 40A:11-21). The Township will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the NOTICE TO BIDDER.

The Township Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders.

Bidders are required to comply with the requirements of <u>N.J.S.A.</u> 10:5-31 et seq. and <u>N.J.A.C.</u> 17:27, the law against discrimination (Affirmative Action).

Township Clerk
TOWNSHIP OF GREEN
Municipal Building
150 Kennedy Road
Tranquility, New Jersey 07879

#### **INFORMATION FOR BIDDERS**

# Fire Alarm System for Municipal Building and Associated Security Systems and Services

# 1. FIRE ALARM SYSTEM FOR MUNICIPAL BUILDING AND ASSOCIATED SECURITY SYSTEMS AND SERVICES

The Township of Green is seeking sealed competitive bids for providing and installing a new fire alarm system for the Township's Municipal Building located at 150 Kennedy Road (County Route 611), Green Township, Sussex County, New Jersey, including annual maintenance, fire inspections and monitoring for the new fire alarm system. The installation of a Municipal Building Door Access Control System. Annual maintenance, fire inspections and monitoring for an existing system at the DPW Building located at 173 Kennedy Road, Green Township, Sussex County, New Jersey.

The work is more particularly described in the General Specifications and in Exhibit "A" through Exhibit "D" Specifications attached hereto. Interested bidders may contact Township Clerk/Administrator Mark Zschack at 908-852-9333 x18 to arrange for a pre-bid site inspection.

#### 2. GENERAL CONDITIONS OF BID

- A. All bid prices shall be in both words and figures. Signature shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure, may be rejected as informal.
- B. No oral or telephonic proposals or modifications of proposals will be considered.
- C. Proposals shall be submitted in a sealed, opaque envelope marked with the name of the bidder and marked "Fire Alarm System for Municipal Building and Associated Security Systems and Services".
- D. Bids shall be addressed to:

Township Clerk
TOWNSHIP OF GREEN
Municipal Building
150 Kennedy Road, P.O. Box 65
Tranquility, New Jersey 07879

E. All mailed bids shall be mailed using a formal mailing procedure such as Certified or Registered Mail, Return Receipt.

- F. Alternatively, bids may be hand delivered prior to the date and hour specified, to the Township Clerk at the above address.
- G. Bids will be received no later than **11:00 a.m.** on **April 6, 2018**, at which time all received bids will be publicly opened and read at the Municipal Building, 150 Kennedy Road, Tranquility, New Jersey 07879.
- H. Bidder assumes responsibility for having the bid in the hands of Green Township on time whether the bid is mailed or hand delivered by courier.
- I. Addenda, if any, issued before opening of bids, shall be taken into account and included in any proposal.
- J. No verbal answer will be given to any inquiries in regard to the meaning of the specifications, nor will any verbal instructions be given previous to the award of the bid. No verbal statement regarding the bid by any persons previous to the award of the bid will be authoritative. Any explanation desired by any bidder must be requested in writing. If reply is made, it will be communicated to all bidders who have indicted their intention to bid.
- K. All requests pertaining to the above must be brought to the attention of Green Township not later than ten (10) days prior to the opening of the bids.
- L. The attached specifications describe the work to be performed. These specifications are intended to provide a common standard to which all parties may bid.
- M. If the bidder is not going to furnish the item exactly as described, all deviations, even if bidder believes the deviation exceeds what is described, must be listed. For each deviation taken, the bidder must include a detailed technical description of what will be furnished as well as an explanation of why the deviation equals or exceeds the item in the specifications.
- N. The bidder shall be required to provide proof of insurance listing the Township of Green as an additional named insured. The successful bidder's insurance coverage shall be not less than the following:
  - (A) Commercial General Liability Insurance with a limit of not less than \$2,000,000.00;
  - (B) Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000.00;
  - (C) Workers Compensation and Employers Liability Insurance of not less than \$1,000,000.00 for bodily injury by accident, \$1,000,000.00 for occupational disease and \$1,000,000.00 aggregate limit;
  - (D) General Aggregate Liability Insurance with a limit of not less than \$3,000,000.00 combined single limit for bodily injury and property damage specifically dedicated to the project with separate limits of liability.

- O. All bids must be completed on the enclosed form. No other forms or specifications are to be used. By rejecting any bids not so submitted, the Township will insure that all bidders are bidding on the same standard so a fair evaluation can take place.
- P. The price quoted shall be the price at the time the work is to be performed for the Township of Green.
- Q. All items furnished shall conform with the applicable specifications included in the bid documents.
- R. Within sixty (60) days of the opening of bids, the Green Township Mayor and Committee will award the contract to the lowest responsible bidder, or reject all bids received. If additional time is required beyond sixty days, the Township of Green must request permission to do so from the three apparent lowest responsible bidders for an additional period of time to be agreed upon by the Township of Green and the bidders.
- S. The Township of Green will provide for the execution of the contract within twenty-one (21) days of the award of contract.
- T. The Township of Green is exempt from any State Sales Tax or Federal Excise Tax.
- U. Payments will be made upon the approval of vouchers submitted by the successful bidder(s) in accordance with the requirements of the Township of Green and subject to the Township's customary procedures. The Township shall, within 20 days of receipt of each invoice for payment, either indicate in writing its approval of payment and present the invoice for payment to the Governing Body, or return the invoice for payment to the contractor indicating in writing its reasons for refusing to approve payment. If the invoice is returned, the contractor may make the necessary corrections and re-submit the invoice for payment. The Governing Body shall review the invoice at its next regularly scheduled meeting. Upon approval of the invoice by the Governing Body, the Township shall make payment within 30 days pursuant to N.J.S.A. 2A:30A-1 et seq.
- V. As stated on the sheet provided, General Bid Conditions must be met satisfactorily.
- W. Where applicable, items of foreign origin must be so indicated. Bidder's signature to the bid proposal shall be taken as certification that all manufactured articles, materials, and supplies not so indicated, have been made or produced in the United States.
- X. As required by P.L. 1977, c.33, a Public Disclosure Statement, as provided, must be completed and included with the bid.
- Y. Bidder will faithfully execute and carry out all requirements of P.L. 1975, c.127. For those bidders whose firm employs less than fifty employees, an Affirmative Action Affidavit is to be provided.

- Z. A certificate is required showing that the bidder submitting the bid owns, leases, or controls all necessary equipment required by specifications.
- AA. As required by the New Jersey Prevailing Wage Act (P.L. 1963, c.150), and the provisions of State Labor Laws, prevailing wage and labor laws must be complied with by the successful bidder, including but not limited to, providing certified payrolls to the Township of Green.
- BB. All bonding requirements as set forth in Section 6 and 9 below must be strictly adhered to. This includes the bid surety and performance bond requirements in that section.
- CC. In the event of any dispute involving the work, the Township hereby designates mediation as the form of alternate dispute resolution to be utilized by the parties.

#### 3. **REJECTION OF BIDS**

Green Township reserves the right to reject any and all bids submitted. Green Township also reserves the right to waive any irregularities or immaterial variances from the specifications and bid documents, if in its judgment, the interests of the municipality will be best served.

Green Township retains the right to reject any and all bids if an error within these bid specifications is found prior to or after the bid date. Green Township additionally retains the right to reject any and all bids if any or all parts of the specifications are not complied with, regardless of total bid price. Final decision of whether or not a bid complies with these specifications is solely the judgment of Green Township. Each bidder agrees to accept the decision of Green Township as final without recourse or prejudice.

Each bid submitted must contain a non-collusion statement, signed by an authorized person on behalf of the bidder. All exceptions and/or deviations to these specifications shall be listed on the form provided.

#### 4. AWARD OF CONTRACT

- A. Competency and responsibility of bidder, in the field of fire alarm systems, will be considered in making the award. Green Township reserves the right to reject any or all bids and to waive technicalities or informalities in its best interest. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Proposals in which the prices are unbalanced may be rejected. Claims on account of mistakes in or omissions in bids will not be considered, except as specifically permitted by law.
- B. Before awarding a contract, Green Township may require the apparent low bidder to qualify itself as a responsible bidder by furnishing:
  - (a) A financial statement showing assets and liabilities of bidder current to a date within thirty (30) days of opening bids.

(b) A listing of not less than five (5) fire alarm projects for entities in New Jersey.

Should Green Township determine the apparent low bidder is not the lowest responsible bidder, the apparent low bidder will be notified and its bid security shall be returned without prejudice.

#### 5. **PAYMENT**

The Township shall, within 20 days of receipt of each invoice for payment, either indicate in writing its approval of payment and present the invoice for payment to the Township Committee, or return the invoice for payment to the contractor indicating in writing its reasons for refusing to approve payment. If the invoice is returned, the contractor may make the necessary corrections and re-submit the invoice for payment. The Township Committee shall review the invoice at its next regularly scheduled meeting. Upon approval of the invoice by the Township Committee, the Township shall make payment within 30 days pursuant to N.J.S.A. 2A:30A-1 et seq.

Payment to be made in accordance with the Township of Green's requirement for submission of invoice and vouchers and approval by authorized officials. Acceptance of the final payment by the bidder shall be understood to be a release of all claims against the Township of Green for payment.

#### 6. **BONDING**

Surety in the form of a bid bond, certified check, or cashier's check in the amount of ten (10%) percent of the total bid, but not in excess of \$20,000, is required.

All bid security, except the security of the three apparent lowest responsible bidders, shall be returned within ten (10) days of the opening of bids. Within three (3) days after signing of the contract, the bid security of remaining unsuccessful bidders shall be returned to them.

A performance bond or guarantee must be provided by the lowest responsible bidder. The bidder must submit a certificate from a surety company (CONSENT OF SURETY) stating that the surety company will provide the bidder with a performance bond if the bid proposal is accepted.

# <u>Failure to submit this certificate from a surety company with the bid proposal shall</u> cause the bid proposal to be rejected.

The surety company must be authorized to transact business in the State of New Jersey and must be satisfactory to the Township of Green.

The certificate (CONSENT OF SURETY) must be drawn to the Township of Green in an amount equal to one hundred (100%) percent of the proposal amount.

The certificate (CONSENT OF SURETY) shall be obtained for a bond -

- A. For the faithful performance of all provisions of the specifications or for all matters which may be contained in the notice to bidders and/or the bid specifications, relating to the performance of the contract or agreement, and
- B. For a guarantee bond for the faithful performance of the contract provisions relating to the repair and maintenance of any work, project or facility and its appurtenances and keeping the same in good serviceable condition during the term of the bond as provided for in the notice to bidders or in the specifications, and/or
- C. In such other form as may be provided in the notice to bidders or in the specifications.
- D. <u>Forfeiture</u>: If the Township notifies a bidder that they accept his proposal and the bidder failed to sign the contract or comply with any of the terms of the bid specifications and bidder's proposal, the Township reserves the right to award the contract to the next lowest responsible bidder or re-advertise for bids. The defaulting bidder shall pay to the Township the difference between the amount of his bid and any higher amount for which the Township may contract for the required work plus re-advertising costs incurred, consultants' fees, legal fees or other expenses occurred by reason of the default. The bid security of the defaulting bidder shall be applied on the account of the damages. If the amount of the difference between the defaulting bidder's bid and the actual bid awarded, plus expenses exceeds the amount of the bid security to recovery, the defaulting bidder shall pay the Township the full amount of the excess.

#### 7. SCHEDULING OF WORK

The successful bidder shall schedule the commencement of the work within thirty (30) days of the bid award and shall complete all work within thirty (30) days after commencement of the work.

#### 8. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

A. Contractor shall indemnify and hold harmless Green Township from and against all claims, damages, losses and expenses, including all reasonable expenses incurred by Green Township based on any 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 subcontractors and that results in any loss of life or property or in any injury damaged persons or property. Its indemnification shall include any alleged violations of patent, copyright or trademark laws. This indemnification shall be construed as broadly as possible in the favor of Green Township.

B. It is acknowledged by the bidder that it is an independent contractor and as such will be responsible for all damage, loss or injury to persons or property that may arise or be incurred during the conduct of the work. Bidder shall indemnify and hold harmless and defend the Township from and against any and all liability for loss, damage, injury or expense which Green Township may suffer or for which the Township may be held responsible during the performance of this contract.

#### 9. WARRANTY

The bidder shall warrant the fire alarm system to be free from defects in material and workmanship under normal use and service for a period of two years from the date of completion of the work. The bidder shall provide a two year maintenance bond in the full amount of the bid price to the Township upon the completion of the work.

#### 10. **USE OF BRAND NAMES**

Whenever in these specifications a brand or manufacturer's name is utilized, same is included for descriptive purposes only, and products equivalent to that provided by the individual brand or manufacturer's name may be substituted provided that documentation satisfactory to Green Township is furnished establishing such equivalency.

#### **CHECKLIST**

# Fire Alarm System for Municipal Building and Associated Security Systems and Services

The bidder shall submit, with the Bid Form, the following items Mandatory for Bid Proposal. In order to be considered an adequate submission, each item must meet the requirements of the relevant statute and must be legally binding on the bidder.

By initialing the entries herein, the bidder indicates that the required items have been included with the Bid Form as required herein.

<u>Pa</u>	<u>ge</u>
Bid Form1	2
Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents	15
Bidder's Business Registration Certificate1	6
Bidder's Public Works Contractor's Registration Certificate1	7
Disclosure Statement1	7
Statement of Compliance1	8
Certification1	9
Statement of Ownership2	20
Exceptions to Specifications	21
Non-Collusion Affidavit	22
Stockholders Statement	23
Bid Guarantee Statement2	24
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Affirmative Action Instructions	26
Affirmative Action Questionnaire and Affidavit	33
Consent of Surety	35

□ F	References	37	•
	Certification of Contract (Corporation, Partner ndividual or Limited Liability Company)	• •	
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□ F	Financial Responsibility Form	42	
□ E	Bidder Qualification Statement	43	i
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Print	Name	Signature	

If Corporation, Limited Liability Company or Partnership, State Title

#### BID FORM

#### **TOWNSHIP OF GREEN**

Township of Green 150 Kennedy Road P.O. Box 65 Tranquility, New Jersey 07879

Gentlemen:
Bid of:
Address:
TOD THE EURNIGHING AND DELIVERING OF

FOR THE FURNISHING AND DELIVERING OF:

## FIRE ALARM SYSTEM FOR MUNICIPAL BUILDING AND ASSOCIATED SECURITY SYSTEMS AND SERVICES

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 or elected official of the Township of Green, or any person in the employ of said Township 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.

The Township of Green is seeking a single bid for the fire alarm system for the Municipal Building and associated security systems and services. For clarity, the work is described in Parts A, B, C and D listed below. However, the Township is seeking a single bid for all of the work described in Parts A, B, C and D.

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:

#### Part A – Municipal Building Fire Alarm System

Provide and install a fire alarm system for the Municipal Building in accordance with the plans and specifications in Exhibit A attached hereto.

#### Part B - Annual Maintenance and Monitoring

Provide for a one-year monitoring and maintenance of the newly installed Municipal Building Fire Alarm system and the existing security system at the DPW Building, located at 173 Kennedy Road, in accordance with the specifications in Exhibit B attached hereto.

#### Part C – Municipal Building and DPW Building Annual Fire Inspection

Provide for one-year fire inspections for the Municipal Building and the DPW Building in accordance with the specifications in Exhibit C attached hereto.

#### Part D – Municipal Building Door Access Control System

Provide and install a door access system for the Municipal Building in accordance with the plans and specifications in Exhibit D attached hereto.

Price in Words:					
Price in Numbers: \$					
It is further proposed to receiving notice from the and to replace any work	e owner, to gua	arantee all the v	work furnish	ned under this contra	
Accompanying this pro payable to the Township	•		Money O	rder, Bid Bond, ma	ıde
\$	,000) which the enalty if the c ecute the contr	e undersigned a contract is awar act within the sti	grees) to be rded to the ipulated tim	e forfeited as liquida e undersigned and	tec the
The Undersigned is:	Individual	Partnership	Corporat	tion	
	Limit	ed Liability Com	pany	(circle one)	
Under the Laws of the S	tate of				
Having its principal office	e at				

(Bidder)

		By:		
		(signature of individual, partner or officer signing the proposal)		
		Title:		
		Date:	Telepho	ne:
If a partnership, corporation or lin all other officers of the corporatio address of each:				
Prices offered are firm sixty (60)	days af	ter date of	bid opening	
(circle one)	Yes		No	
Money order, check or bid bond submitted in the amount of		\$		
				(Seal)
				(Seal)
Telephone Number:				

# BIDDER'S ACKNOWLEDGMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO THE ADVERTISEMENT OR BID DOCUMENTS

The undersigned bidder acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

Notice, Revisions or Addenda No.	Date of Notice, Revisions or Addenda
☐ If this form does not apply, check this	s box and initial this form.
	he bidder's receipt of any notice or revisions or cuments, in this document shall be deemed a fatal unresponsive and cannot be cured.
	Name of Bidder
	Signature
	Name & Title
Dated:, 2018	

#### **BIDDER'S BUSINESS REGISTRATION CERTIFICATE**

Bidders and their subcontractors, if any, must comply with the provisions of P.L. 2004 c.57 (N.J.S.A. 52:32-44) and submit proof that the bidder is registered with the New Jersey Department of the Treasury, Division of Revenue by including a copy of the Business Registration Certificate issued to the bidder and any subcontractor by the Division of Revenue in the Bid Package returned to the Township.

The only acceptable proof is the "Business Registration Certificate" provided by the New Jersey Division of Revenue.

# BIDDER'S PUBLIC WORKS CONTRACTOR'S REGISTRATION CERTIFICATE

Bidders and their subcontractors, if any, must comply with the provisions of P.L. 2004 c.101 (N.J.S.A. 34:11-56.51) and submit proof that the bidder is registered with the New Jersey Department of Labor and Work Force Development by including a copy of the Public Works Contractor's Registration Certificate issued to the bidder and any subcontractor by the New Jersey Department of Labor and Work Force Development in the Bid Package returned to the Township.

The only acceptable proof is the "Public Works Contractor's Registration Certificate" provided by the New Jersey Department of Labor and Work Force Development.

## **DISCLOSURE STATEMENT**

The undersigned is:	_ An Individual	
	_ A Partnership	
	_ A Corporation	n
	_ A Limited Lia	bility Company
Under the laws of the State	e of:	
Having its principal office a	at:	
	Ву:	(Signature of Individual, Partner, Officer or Member Signing the Proposal.)
	Title:	
(Affix Seal H (Required if bidder is a C	•	
Corporation with the addre	ess of each, as	he names of the partners, or all officers of the appropriate. Additionally, if the organization is a mes of the members of the L.L.C. and thei
<u>NAME</u>		<u>ADDRESS</u>
	<del></del>	

#### **STATEMENT OF COMPLIANCE**

The following information must be supplied, and the statements notarized and witnessed, by a Notary Public, licensed in the State of New Jersey.

- 1. The specifications, as presented herein, have been strictly adhered to. All alternates to these specifications are listed on a separate page in the proposal, with reference to the page and section title for which the exception is taken. If exceptions are taken, and alternates or equivalents not listed, we understand that it will be grounds for not accepting the bid.
- 2. All information, as required, has been included in the proposal. "I (we) do solemnly swear that the enclosed information is correct and true to the best of my (our) knowledge. I (We) also do swear that no information has been omitted from this proposal in order to present the proposal in a more favorable position."

"I (We) also do swear that all alternates and clarifications to the specifications have been listed in my (our) proposal".

Date:		
Notary Seal		
	^	Notary Public

BIDDER:

## **CERTIFICATION**

become familiar with all the contents thereof, and that the bid of:			
	(Bidder's Name)		
attached hereto, is submitted in strict accordance specifications, being aware that said instruction bid.	•		
Name of Bidder			
By:	_		
Signature of Authorized Agent			
Dated:			

## **STATEMENT OF OWNERSHIP**

eater interest therein in the	ne nronosal in c	on all persons of	wning ten (10%) percei I 1977 Chapter 33
ective March 8, 1977, are	e as follows:	omphance with F.	L. 1977, Chapter 55,
, , , , , , , , , , , , , , , , , , ,			

## **EXCEPTIONS TO SPECIFICATIONS**

Arry exceptions to	the specification	is provided strail	be stated belov	v.	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10.					

Attach additional sheets if necessary.

## **NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSE	•					
COUNTY OF SUSSEX	SS.:					
I, County of, sworn according to law o	and the State of n my oath, depose a	, of	in the , of full age, being duly			
I am of the firm of the bidder making the Proposal for the above named project, and that I executed the Proposal with full authority so to do; the bidder has not, directly or indirectly, entered into any agreements, participated in an collusion, or otherwise taken any action in restrain of free, competitive bidding connection with the above named project; and that all statements contained in the Proposal and in the affidavit are true and correct, all made with full knowledge that the Township of Green relies upon the truth of the statements contained in the Proposal and in the statements contained in this affidavit in awarding the contract for the project.						
solicit or secure such co	ontract upon an agr or contingent fee,	eement or und except bona f	been employed or retained to lerstanding for a commission, ide employees or bona fide			
(Name of Contractor)		(Title)				
(AFFIX SEAL HERE)	Subscribed and s before me this of					
,	(10)					
	(Affidavit Signatu (Also type or prin signature)	,	nt under			
	Notary Public of					
	My Commission	Expires on				

### 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

# <u>Part III</u> 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
	<u> </u>

#### 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 <name of contracting unit> 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 <type of contracting unit> to notify the <type of contracting unit> 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 <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

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

## **BID GUARANTEE STATEMENT**

# Fire Alarm System for Municipal Building and Associated Security Systems and Services

A guarantee is one of the followir		ing this bid in the amount of	and
1. 2. 3.	Certified Che Cashier's Che Bid Bond		
liquidated damages and the undersigned	and not as a ed shall fail t required with	penalty, if the contract is a o execute the contract for	I agrees is to be forfeited as awarded to the undersigned, the project or furnish the erwise the guaranty will be
The undersigned is:			
1. 2. 3. 4.	an individual a partnership a corporation a limited liabi (circle one)		
under the laws of the	e State of		_having principal offices at:
		(authorized signature)	
		(type or print name)	
		Position:	
		Company:	
		Address:	
Dated:	, 2018		

### NO BID RESPONSE FORM

Project Name:		ot Name:	Security Systems and	Services
В	id O <sub>l</sub>	pening Date:		, 2018
W	/e ar	e not submittii	ng a bid for the followin	g reason(s):
(	)	Cannot comp	ly with specifications	
(	)	Unable to me	eet delivery	
(	)	Cannot comp	ly with terms/conditions	s: (Please state which ones.)
(	)	Do not sell/m	anufacture type of item	s involved
(	)	Not interested	d at this time	
(	)	Other (Please	e specify)	
(	)	We do ( ) d	o not ( ) want to rema	n on the mailing list for future bids.
Ρ	lease	e make any ch	nanges, if necessary:	
_			(0	Company Name)
			(/	Address)
_			((	Contact Person)
_			(	Telephone Number)
_			(F	ax Number)

PLEASE RETURN TO:

Township Clerk
Township of Green
150 Kennedy Road
P.O. Box 65
Tranquility, New Jersey 07879

#### **AFFIRMATIVE ACTION INSTRUCTIONS**

(REVISED 4/10) Attachment 2

# EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27 et seq.

#### GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, affection-al 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  $\underline{\text{N.J.S.A.}}$  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 <u>N.J.A.C.</u> I7:27-5.2.

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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: <a href="http://www.state.nj.us/treasury/contract\_compliance">http://www.state.nj.us/treasury/contract\_compliance</a>.

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 N.J.A.C. 17:27-1.1 et seq.

(REVISED 4/10)

# EXHIBIT B MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27-1.1 et seq.

#### CONSTRUCTION CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to <u>N.J.S.A.</u> 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral

- organizations listed by the Division pursuant to <u>N.J.A.C.</u> 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) The contactor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-thejob programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

### **AFFIRMATIVE ACTION QUESTIONNAIRE**

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by the Township prior to award. This form should be submitted with your bid.

Ou approval.	ir company has a Federal or State of New Jersey Affirmative Action Plan		
	( ) YES ( ) NO		
A.	If yes, attach a photostatic copy of the approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.		
В.	B. If no, and you become successful bidder, an Affirmative Action Employee Information Report will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.		
l ce	ertify that the above information is correct to the best of my knowledge.		
SIGNATU	JRE		
NAME:	TITLE:		
BUSINES	S NAME		
DATE, 2018 TELEPHONE NO.:			
	***********		
	NOTE: ATTACH COPY OF FORM HERE		

## **AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY}	
COUNTY OF }	s.s.:
	em for Municipal Building and curity Systems and Services
l,	, of the Town/City of
in the State of	being of full age and duly sworn according to
law, on my oath depose and say that:	
I am employed by the firm of _	, the bidder
submitting the Bid Proposal for	the above named project, in the capacity of
(title), and I have e	xecuted the Bid Proposal with full authority to do so.
Further, the bidder will comply with the	ne provisions of Public Law 1975, Chapter 127, and
shall require all subcontractors to con	nply with the provisions of Public Law 1975, Chapter
127.	
Name of Firm or Individual	Title
Signature	_ Date
Subscribed and sworn to before me the day of, 20	

Notary Public of New Jersey.

### REQUIREMENT FOR CONSENT OF SURETY

The Contractor bidding this single overall contract shall furnish to Township of Green Certificates of Surety for a Performance Bond for an amount equal to one hundred (100%) percent of the Bid price, and for a Payment Bond for an amount equal to one hundred (100%) of the Bid price. Certificates of Surety may be supplied by the Bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling the required amounts. Certificates of Surety and Bonds shall be on the forms included in the Contract Documents.

### **CONSENT OF SURETY**

WHEREAS the Contractor named below has requested that the undersigned Surety Company provide the bonds required by this Contract of Green Township, Sussex County, New Jersey, for.

WHEREAS the undersigned Surety Company desires to provide a statement as required by the New Jersey Local Public Contracts Law, <u>N.J.S.A.</u> 40A:11-22, that it will provide the bonds in the forms and amounts required;

NOW THEREFORE, in consideration of the premises and One Dollar (\$1.00), lawful money of the United States to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned Surety Company hereby certifies and agrees that this Contract of Green Township, Sussex County, New Jersey, for **Fire Alarm System for Municipal Building and Services**, be awarded to the Contractor named below:

It will become bound as surety and guarantor, in a penal sum equal to one hundred (100%) percent of the Contractor's accepted bid for this Contract, for the faithful performance of the Contract according to its terms and conditions. It will become bound as surety and guarantor, in a penal sum equal to one hundred (100%) percent of the Contractor's accepted bid for his Contract, for the payment of all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of the Contract, such guarantee to remain in effect through the end of the period within which such claims must be asserted under the New Jersey Municipal Mechanics' Lien Law; and

It will become bound as surety and guarantor, in a penal sum equal to one hundred (100%) percent of the Contract Price for this Contract, for the faithful performance of the work required under the Article of the General Conditions entitled "Guarantee" the bond to remain in effect through the end of the Maintenance Period; and

	By:
Attest:	Surety Company
IN WITNESS WHEREOF the Surety Consigned and attested by its duly authorized replacement of the surety Consigned and attested by its duly authorized replacement of the surety Consideration of the sur	
Amount in Words	\$
BID AMOUNT	Amount in Figures
Name and Address of Principal (Contractor):	
The undersigned surety agrees to executhem to the Township under the Contract as ob-	cute the bonds as surety and will delivery ligee, upon the demand of the Township.

Note: A corporate acknowledgement of the Surety Company and evidence of the authority of the signer is to be attached hereto by the Surety Company.

### **REFERENCES**

# Fire Alarm System for Municipal Building and Associated Security Systems and Services

Name of Owner	Date of Work	Contact Name/Phone No.
1		
2		
3		
4		
5		

### **TOWNSHIP OF GREEN, NEW JERSEY**

### **CONTRACT FORMS**

Applicable form must be signed and returned with bid.

### **CERTIFICATION OF CONTRACT - CORPORATION**

The signature of the corporation attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Green completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township of Green and is the contract that takes effect on the date of the below signature.

	Ву:
ATTEST:	TOWNSHIP OF GREEN
The above offer is hereby accepted this	s day of , 2018.
*******	********
(type or print name/title)	(telephone)
	(city/state) (zip code)
(signature)	
ATTEST:	
,	(address)
(corporate seal)	(type or print name and title)
Dated:, 2018	(signature)
	(name of corporation)

### **CERTIFICATION OF CONTRACT - PARTNERSHIP**

The signature of the partnership attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Green completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township Mayor and Council and is the contract that takes effect on the date of the below signature.

	(name of partnership)	
Dated:	(signature)	
Signed and sealed in the presence of:	(type or print name)	
	(address)	
(name)	(city/state) (zip code)	
	(telephone)	
*****	************	
The above offer is hereby ac	cepted this day of	, 2018.
ATTEST:	TOWNSHIP OF GREEN	
	By:	

### **CERTIFICATION OF CONTRACT - INDIVIDUAL**

The below signature of the individual attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Green completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township Mayor and Council and is the contract that takes effect on the date of the below signature.

	(name of individual)	
Dated:	(signature)	
Signed and sealed in the presence of:	(type or print name)	
	(address)	
(name)	(city/state) (zip code)	
	<u>(</u> (telephone)	
****	***********	
The above offer is hereby a	ccepted this day of	, 2018.
ATTEST:	TOWNSHIP OF GREEN	
	By:	

### **CERTIFICATION OF CONTRACT - LIMITED LIABILITY COMPANY**

The signature of the limited liability company attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the limited liability company acknowledges the person signing is duly authorized to sign and the bid is a true offer of the bidder and all declarations and statements contained in the bid are true to the best of his knowledge and belief.

The signature of the agent of Green Township completes the acceptance of the bid proposal and offer of contract submitted by the bidder to Green Township Mayor and Council and is the contract that takes effect on the date of the below signature.

	(name of limited liability corporation)
Dated:	(signature)
Signed and sealed	(type or print name)
in the presence of:	(address)
(name)	(city/state) (zip code)
	(telephone)
*****	*******
The above offer is hereby acce	epted this, 2018.
ATTEST:	TOWNSHIP OF GREEN
	By:

### **FINANCIAL RESPONSIBILITY FORM**

**QUALIFICATION Questionnaire (Services)** 

Financial:	
Individual Corporation	Partnership Limited Liability Company
Location of Main Office:	
Name of Bank:	
Financial Condition as of Date:	
Brief Statement of your financial cond	dition:
Experience:	
Length of Time in Business:	_ years
Number of Employees:	
State License Number, if applicable _	(attach copy(ies)
I am ( ) am not ( ) on the New Je	ersey Debarred vendor list.
Minority ( ) Small Business ( )	Women Owned ( )

### **BIDDER QUALIFICATION STATEMENT**

Name:	<del></del>	
Address:		
Phone:	Fax:	
Hours of Operation:		
Years in Business:		
Miles from Green Township:		
	Initials:	
	Dated:	

### **EQUIPMENT CERTIFICATION**

### INSTRUCTION FOR COMPLETING THE EQUIPMENT CERTIFICATION

If the bidder owns, leases or controls all the necessary equipment required, complete Part 1. Should the bidder not own, lease or control the necessary equipment required, complete Part 2. This certification must be attached to and submitted with the Proposal.

PART 1

# "This is to certify that I, the bidder signing the attached proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the contract drawings and in the contract specifications." Date Signature of Bidder PART 2 "This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the bidder named below the control of said equipment during such time as may be required for that portion of the work described on the contract drawings and in the contract specifications for which the equipment is necessary." Signature of Owner or

LIST OF EQUIPMENT

Name of Bidder

Controller of Equipment

**Business Address of Above** 

(Attach additional Sheet as Required)

### CERTIFICATION OF BIDDER'S STATUS ON THE STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS

## Fire Alarm System for Municipal Building and Associated Security Systems and Services

STATE OF NEW JERSEY		
COUNTY OF		
I,	, of the	of
	, in the State of	, of full age, being duly
sworn according to law on my	oath depose and say that:	
I am	of the firm of	, the
bidder making the proposal for	or the above named project, the	nat I executed the Proposal,
this affidavit and all other bid	dding documents with full auth	ority to do so, and that the
bidder is not now at the time	e of submission of this bid inc	cluded on the State of New
Jersey Treasurer's List of Deb	parred, Suspended and Disqua	llified Bidders.
By:	Date:	
Deponent's Title		
Subscribed and sworn to before on,		
Notary Public of New Jersey		

### **SUBCONTRACTORS**

The Bidder shall list the name, address and work discipline for all Subcontractors, if any. If no Subcontractors are to be utilized, the Bidder shall so indicate. If any Subcontractor is to be utilized, the Bidder shall supply with the bid the Subcontractor's Business Registration Certificate and Public Works Contractors Registration Certificate.

□ No Subcontractors to be utilized
Subcontractors shall be utilized listed below
Name
Address
Work Discipline
Name
Address
Work Discipline

(Attach additional sheets as necessary)

DISCLOSURE OF INVESTM	ENT ACTIVITIES IN IRAN
Project:	Bidder:
<u>PART 1</u> : CER <sup>*</sup> BIDDERS <u>MUST COMPLETE</u> PAR <sup>*</sup> FAILURE TO CHECK ONE OF THE BOXES WILL	T 1 BY CHECKING <u>EITHER</u> BOX
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or below to attest, under penalty of perjury, that neither the person or entity, nor any of its p 25 list as a person or entity engaging in investment activities in I <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a> . Bidders must review this will render a bidder's proposal non-responsive. If the Director finds a person or entity law, rule or contract, including but not limited to, imposing sanctions, seeking compliant suspension of the party.	arents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter Iran. The Chapter 25 list is found on the Division's website at a list prior to completing the below certification. Failure to complete the certification of the being violation of law, s/he shall take action as may be appropriate and provided by
PLEASE CHECK THE APPROPRIATE BOX:	
Department of the Treasury's list of entities determine to be engaged in prohibite	pove nor any of the bidder's parent, subsidiaries, or affiliates is <u>listed</u> on the N.J. d activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I ed above and am authorized to make this certification on its behalf. I will skip Part 2
<u>OR</u>	
	parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. In Part 2 below and sign and complete the Certification below. Failure to provide e penalties, fines and/or sanctions will be assessed as provided by law.
PART 2: PLEASE PROVIDE FURTHER INFORMATION  You must provide a detailed accurate and precise description of the subsidiaries or affiliates, engaging in the investment activities.	the activities of the bidding person/entity, or one of its parents,'
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION F THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITION	
Name: Relationship	to Bidder:
Description of Activities:	
Duration of Engagement: Anticipated Cessatio	n Date:
Bidder Contact Name: Cont	
ADD AN ADDITIONAL ACTIVITIES ENTRY	
Certification: I, being duly sworn upon my oath, hereby represent and the best of my knowledge are true and complete. I attest that I am auth person or entity. I acknowledge that the State of New Jersey is relying am under a continuing obligation from the date of this certification thro in writing of any changes to the answers of information contained herei a false statement or misrepresentation in this certification, and if I do s and that it will also constitute a material breach of my agreement(s) with any contract(s) resulting from this certification void and unenforceable.	norized to execute this certification on behalf of the above-referenced on the information contained herein and thereby acknowledge that I bugh the completion of any contracts with the State to notify the State n. I acknowledge that I am aware that it is a criminal offense to make o, I recognize that I am subject to criminal prosecution under the law
Full Name (Print):	Signature:
Title: I	Date:

### <u>CONTRACT</u>

This Contract made the latter of the two dates on the signature page;

**BETWEEN TOWNSHIP OF GREEN**, a municipal corporation of the State of New Jersey, with municipal offices located at Township of Green, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, ("Township of Green")

### AND (CONTRACTOR)

**WITNESSETH:** That Green Township and the Contractor for the consideration specified below agree as follows:

<u>Article I: Services to be Performed</u>: Contractor covenants and agrees to perform the following work: New fire alarm system for the Green Township Municipal Building located at 150 Kennedy Road (County Route 611), Green Township, Sussex County, New Jersey.

The work is more particularly described in the General Specifications and Exhibit A through Exhibit D Specifications attached hereto at the property listed in the below referenced contract documents in accordance with contractor's bid response documents.

All work to be performed in strict accordance with all the bid specifications established by Green and the bid proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor's bid submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract. The contract documents include, but are not limited to the following:

All Bid Specifications, Terms and Conditions contained in the bid package dated February 2018, including the documents completed by the contractor in response to the bid

Bid Form

Bidder's Business Registration Certificate

Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents

Disclosure Statement Statement of Compliance Certification Statement of Ownership **Exceptions to Specifications** 

Non-Collusion Affidavit

Stockholders Statement

Bid Guarantee Statement & Bid Deposit

No Bid Response Form

**Affirmative Action Instructions** 

Affirmative Action Questionnaire and Affidavit

Consent of Surety

References

Certification of Contract (Corporation, Partnership, Individual or Limited Liability Company)

Financial Responsibility Form

Bidder Qualification Statement

**Equipment Certificate** 

Certification of Bidder's Status on The State Treasurer's List of Debarred, Suspended and Disqualified Bidders

Article II: Contract Execution: Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded and signed by Green Township. Failure or neglect to execute this Contract within the period shall constitute a breach of the Contract. Contractor's breach will result in the forfeiture of Contractor's bid security. Contractor shall be responsible for all resulting damages including, but not limited to, those set forth in the bid specifications.

Article III: Completion Date and Late Completion: The Contractor shall schedule the commencement of the work within thirty (30) days of the bid award and shall complete all work within thirty (30) days of the commencement of the work. In the event the Contractor fails to deliver within the time frame it shall be liable to Green for any and all damages incurred by Green Township.

Contractor recognizes time is of the essence in this Contract.

Contractor shall pay a late charge to Green Township in the amount of one hundred fifty (\$150) per day for each day that the work is not completed beyond the completion date. Alternatively, the Township may deduct the one hundred fifty (\$150) per day charge from the price of the work. Contractor acknowledges that this sum is reasonable.

Article IV: Payment: Green shall pay Contractor the purchase price of for the work.

Green Township agrees to pay the Contractor within thirty (30) days of the approval of the invoice in accordance with N.J.S.A. 2A:30A-1 et seq. the satisfactory completion of the work.

Payments to be made in accordance with Green Township's requirement for submission of invoices and vouchers and approval by authorized officials. Acceptance of

the final payment by the Contractor shall be understood to be a release in full of all claims against Green Township for payment under this Contract.

Article V: Indemnification & Independent Contractor: The Contractor will make all payments of proper charges for the work required in accordance with the contract documents and will indemnify and save harmless Green Township, its officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which Green Township or any of its officers, servants, or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of its work or through the negligence of the Contractor or through any act or omission on the part of the Contractor, its agents or agent. This indemnification shall be construed as broadly as possible in favor of Green Township.

Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.

<u>Article VI: Assignment or Subletting</u>: Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval of Green.

Article VII: Affirmative Action Requirements: The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State. The contractor shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Article VIII: Performance and Payment Bond: Contractor upon signing this Contract shall execute a one hundred (100%) percent performance and payment bond to Green. The bond shall be executed by a responsible bonding company in good financial standing and authorized to do business in the State of New Jersey and must be posted and presented to Green upon signing this Contract. Failure of Contractor to provide the performance and payment bond upon signing this Contract shall constitute a breach of contract. Contractor will be responsible for all damages incurred by Green, if it defaults. Green's recourse is not limited solely to seeking payment under the bid bond.

Article IX: Breach of Contract: Contractor's failure to perform under this Contract, including, but not limited to failing to sign the Contract within twenty-one (21) days after the award of the Contract, or failure to perform in conformity with this Contract or otherwise, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by Green Township. Contractor shall also be responsible for all reasonable attorney's fees and costs incurred by Green Township in enforcing the terms of this Contract.

Article X: Warranties: Contractor warrants that all work performed shall be in accordance with all applicable laws and regulations regarding the work. The Contractor shall guarantee that the materials and workmanship shall be free of defects for a period of two (2) years from the date of completion of the work and the contractor shall provide a two (2) year maintenance bond equal to 100% of the contract price to the Township upon the substantial completion of the work.

Article XI: Buy American: Green Township specifically directs the Contractor's attention to N.J.S.A. 40A:13. This statute requires the Contractor to use components and parts manufactured in the United States; where available.

<u>Article XII: Binding Nature of Agreement</u>: This Contract shall be binding upon Green, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

<u>Article XIII: Legal Compliance</u>: During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances, state and federal rules, regulations, statutes and directives, including, but not limited to any and all rules, regulations and statutes referred in the bid specifications.

Article XIV: Disputes: The parties agree that in the event of a dispute, any legal action instituted in this matter shall be in the Superior Court of New Jersey, Sussex County. The Contractor agrees and does hereby submit itself to the jurisdiction of the Court. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, Green Township has caused this instrument to be signed by Daniel Conkling, Mayor; Attested by Mark Zschack, Clerk; and an authorized officer of the Contractor has signed this contract and agrees to all its terms and conditions.

ATTEST:		TOWNSHIP OF GREEN	
Mark Zschack, Clerk		By: Daniel Conkling, Mayor	
Dated:	, 2018		
ATTEST:			
		Ву:	
Dated:	. 2018		

# GENERAL SPECIFICATIONS

Fire Alarm System and Services
for the
Green Township Municipal Building
located at 150 Kennedy Road (County Route 611),
and
DPW Garage located at 173 Kennedy Road
Green Township, Sussex County, New Jersey.

These general specifications shall apply to all bid Parts A through D.

The successful bidder shall obtain all required permits from the Green Township Construction Department and all work performed must comply with all specifications of the Uniform Construction Code and all work shall be subject to inspection and approval by the Township's Construction Department. However, the Township shall waive all permit fees.

The Municipal Building will be opened and in use by the Township and the public at all times during the installation of the alarm system and any alternate security system.

All bidders shall base their bids on a Location Plan entitled "Location Plan Bid Specifications Fire Alarm System for Municipal Building and Associated Systems and Services." last revision date February 26, 2018, attached hereto and made a part of the bid specifications.

### **EXHIBIT A**

# GREEN TOWNSHIP MUNICIPAL BUILDING FIRE ALARM UPGRADE SCOPE DOCUMENT

### Provide and install the following:

- 1. Remove old fire alarm system and wiring. (All materials to remain with Green Township)
- 2. Replace existing fire alarm control with updated addressable control panel
- 3. Add one (1) dedicated fire alarm annunciator at front door location
- 4. Install new wiring for fire system
- 5. Battery backup for fire alarm system as required
- 6. Add 6 visual notification Horn/Strobes
  - a. Reception Hall (near Deputy Clerk)
  - b. Meeting Room Hall
  - c. Woman's Restroom
  - d. Men's Restroom
  - e. Unisex Restroom
  - f. Exterior
- 7. Replace three (3) existing visual notification Horn/Strobes
- 8. Replace eleven (11) smoke detectors
  - a. Meeting Room
  - b. Meeting Room
  - c. Meeting Room Hall
  - d. Meeting Room Hall
  - e. Reception Hall (near Foyer)
  - f. Reception Hall (near Reception)
  - g. Reception Hall (near Men's Restroom)
  - h. Reception Hall (near Tax Collector)
  - i. Activity Room
  - j. Activity Room
  - k. Activity Room
- 9. Replace three (3) duct detectors in attic
- 10. Replace fifteen (15) old heat detectors with new smoke detectors
  - a. Conference/Lunch Room
  - b. Reception
  - c. Zoning
  - d. Construction/Land Use
  - e. Electric
  - f. Computer Server
  - g. Tax Collector
  - h. Financial Officer
  - i. Tax Assessor
  - j. Deputy Clerk

- k. Clerk
- I. OEM Office
- m. Maintenance Room
- n. Archive Storage
- o. Stairwell
- 11. Add five (5) Heat Detectors
- 12. Add three 3 Carbon Monoxide Detectors
- 13. Add three (3) Fire Alarm Pull Stations
- 14. Replace 9 gas detectors throughout building (three in attic)
- 15. Add nine (9) full retro-fit magnetic door holders tied into fire alarm system for release. All locations as per drawings. This system to include two (2) overriding closing controls located in the reception office and clerk's office.
- 16. Add power supply as required for door holders
- 17. Required training to administration personnel for complete system
- 18. Setup for and pricing for central station monitoring as required by code
- 19. Warranty on parts and labor
- 20. Provisions and pricing for an annual service agreement
- 21. Provisions and pricing for an annual testing & inspection agreement as required by code

### Material specifications:

- Firelite MS-9050 addressable FACP
- Firelite SD355
- Firelite H355
- Firelite ANN-80
- Firelite D355PL
- Ditek DTK-120HW
- System Sensor P2RK
- System Sensor P2R
- Firelite FM996 Electromagnetic Door Holders

All the above materials listed are to be used as a base reference and set forth here as examples of the type of components to be used. Bidders have the ability to provide other manufacturers that fulfill the same level of performance and similar warranty such as Bosch or equal. Bidders to provide description and manufacturers specifications of proposed materials.

### **EXHIBIT B**

### **GREEN TOWNSHIP MUNICIPAL BUILDING**

# ANNUAL MAINTENANCE AND MONITORING OF THE FIRE ALARM SYSTEM

The Contractor shall provide for a period of (1) year all necessary maintenance and monitoring for the newly installed fire alarm system for the Municipal Building and the existing security system at the DPW Building, located at 173 Kennedy Road.

### **EXHIBIT C**

# GREEN TOWNSHIP MUNICIPAL BUILDING AND DPW BUILDING ANNUAL FIRE INSPECTION REQUIREMENT PER NFP 72

- Test and visual inspection panel functionality such as LEDS, fuses and etc...
- Test panel battery charger
- Battery discharge test
- Visual and functional test of horns, strobes, chimes and bells
- Visual and functional of all smoke detectors
- Visual and functional of all heat detectors
- Visual and functional duct smoke detectors
- Visual and functional electromechanical releasing devices (solenoid)
- Visual and functional voice evacuation equipment

The Contractor must be State certified to perform annual fire inspections.

### **EXHIBIT D**

### **GREEN TOWNSHIP MUNICIPAL BUILDING**

### DOOR ACCESS CONTROL SCOPE DOCUMENT

### Provide and install the following:

- 1. Access control system supporting four (4) doors
- Local management software on client provided PC
- 3. Required training to administration for complete system
- 4. Integration with client IT firm for local access from Network
- 5. Full battery backup up to 24 hours
- 6. Full surge protection and line voltage filtering via ups
- 7. Four (4) door location packages
  - a. Main entrance
    - i. Electric lock as necessary
    - ii. Exterior proximity reader
    - iii. Door status monitoring switch
  - b. Top of stairs into hall
    - i. Electric lock as necessary
    - ii. Exterior proximity reader
    - iii. Door status monitoring switch
  - c. Bottom of stairs parking lot entrance
    - i. Electric lock as necessary
    - ii. Exterior proximity reader
    - iii. Door status monitoring switch
  - d. Seniors room parking lot entrance
    - i. Electric lock as necessary
    - ii. Exterior proximity reader
    - iii. Door status monitoring switch
- 8. Warranty on parts and labor
- 9. Provisions for annual service agreement

### Material specs:

- Weigand 26/125 EM4100 proximity readers
- 24 volt DC power supply 10 amp
- ZK access C3-400 door controllers
- 22/6 shielded wiring to proximity readers
- 18/4 solid wiring to door strikes
- 22/4 solid wiring to door monitor switches
- APC UPS 1500 surge / battery
- 5 port Gigabit network switch

All the above materials listed are to be used as a base reference and set forth here as examples of the type of components to be used. Bidders have the ability to provide other manufacturers that fulfill the same level of performance and similar warranty such as Bosch or equal. Bidders to provide description and manufacturers specifications of proposed materials.

