

**TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY,
NEW JERSEY**

SPECIFICATIONS AND PROPOSAL

FOR

**MUNICIPAL BUILDING DOOR ACCESS SYSTEM REPLACEMENT AND
MAINTENANCE**

CONTRACT 23-07

BIDS TO BE RECEIVED ON OR BEFORE 2:00 P.M.

Thursday April 27, 2023

AT

SOUTH BRUNSWICK TOWNSHIP MUNICIPAL BUILDING

MONMOUTH JUNCTION, NEW JERSEY 08852

**ANGELA SOCIO
PURCHASING AGENT**

NOTICE TO BIDDERS

The Township of South Brunswick invites sealed bids for:

<u>Bid No.</u>	<u>Item</u>
23-07	MUNICIPAL BUILDING DOOR ACCESS SYSTEM REPLACEMENT AND MAINTENANCE

Bids will be opened and read by the Purchasing Agent at the Municipal Building, 540 Ridge Road, Monmouth Junction, New Jersey on **Thursday April 27, 2023** at 2:00 PM prevailing time. All bids must be addressed and delivered to the Purchasing Agent on or by the designated hour.

Specifications may be obtained from the Township's Finance Office by calling 732-329-4000 ext. 7304 OR email to asocio@sbtnj.net

Bids shall be enclosed in a sealed envelope addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852. The contract number and name must be printed on the face of the envelope.

Bids shall be made upon the Standard Proposal Form. Any bid guarantee required will be so specified in the bid documents for that item.

Attention is called to the Federal requirements regarding employment non-discrimination and safety and wage rates.

Bidders are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27.**

ANGELA SOCIO
Purchasing Agent

To be advertised: **Friday, April 13, 2023**
Home News & Tribune

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT AND SERVICE CONTRACT

General Provisions

1. Sealed proposals will be received by the Office of the Purchasing Agent at the Municipal Building, 540 Ridge Road; Monmouth Junction, in the County of Middlesex and the State of New Jersey on **Thursday April 27, 2023** Bidders shall be responsible to carefully examine the specifications enclosed herein as well as the conditions under which the **“MUNICIPAL BUILDING DOOR ACCESS SYSTEM REPLACEMENT AND MAINTENANCE”** will be purchased. Failure to offer a complete bid, or meet all sections of this invitation, may be deemed just cause for rejection of a bid as not meeting specifications.
2. All bids must be submitted on the attached bidding form furnished by the Township and must be placed in a sealed envelope, plainly marked on the outside, **“MUNICIPAL BUILDING DOOR ACCESS SYSTEM REPLACEMENT AND MAINTENANCE”** If mailed to the Township, the bid shall be addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852 and shall be plainly marked, **“MUNICIPAL BUILDING DOOR ACCESS SYSTEM REPLACEMENT AND MAINTENANCE”** All bids shall be received prior to or at the time of bid opening, 2:00 p.m. local time. The Township will not assume any responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Township Official on the hour and at the place designated. Only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.
3. Bidders or their authorized agents are invited to be present when the bids are opened and read publicly at the time specified. No bid may be withdrawn after the specified opening time and date without loss of bid surety, and all bids become the property of South Brunswick Township and will not be returned to the bidders.
4. Bidders are to submit the non-collusion affidavit with the bid proposal form.
5. Bids will be received and awarded in accordance with Chapter 198 of the Public Laws of 1971, commonly referred to as the Local Public Contract Laws. **(N.J.S.A. 40A:11-1, et. seq.)**
6. The Township reserves the right to reject any or all bids if the Township deems such action to be in the best interest of the Township.
7. A certification of Contractor Non-Conflict of Interest, shall be completed and attached to the bid proposal.

8. A Bid Bond is not required.

9. The Township Council reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any proposal accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

The Township Council will award the bid at a public meeting within sixty (60) days after the opening date. The successful bidder will be the one whose product is judged to best serve the interests of the Township when price, product and service are all considered. Bids will be awarded in accordance with Paragraphs 5, 16, 34, and 35.

The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award on the total bid to the bidder whose total sum is the low bid meeting specifications, whichever in the awarding authority's opinion is in the best interest of the Township.

10. The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of South Brunswick.

11. It is understood by all parties that if, during the life of the contract, the contractor disposes of his business concern by acquisition, merger, sale and/or transfer or by any means conveys his 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 a performance bond in the amount of the open balance of the contract.

12. No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Each and every request for an interpretation shall be made in writing and addressed and forwarded to the Purchasing Officer who may send a written instruction to all bidders.

13. The Township reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective bidder as prescribed by law.

14. Bidders shall insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B.

destination. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors convenience when a single shipment is ordered.

15. Delivery date of the system must be specified on the Bid Proposal Form.

16. All items must conform to the stated description and specifications. Where a special trade name or catalog name and number is specified, bidders may quote on equivalent items, but they must specify the make, identification number, and size of the same, and submit samples thereof to the Township upon request. Failure to show such additional information shall preclude the bidder from furnishing items other than those meeting the standard specifications. In the attached list of specifications, the use of a name of a manufacturer, or any specific brand or make in describing the items does not restrict bidders to that manufacturer or specific article desired; but the goods and materials on which bids are submitted must be of equal quality to those referred to and bidders must affirmatively certify to that fact, and specify that brand or make of article offered. The Township shall determine the equivalence of substitute articles and accept or reject same.

17. The make, identification number and size of articles shall be stated by the bidder when not contained in the list description and specifications.

18. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with New Jersey Statutes Annotated 40A:11-18.

19. All the plans and specifications in the bid package for **Bid No. 23-07** together with any addendum issued thereafter, shall become part of the contract awarded to the successful bidder.

20. Each bidder must submit with the bid a letter of Federal approval or Certificate of Employee Information Report approval, or Form AA-302 must be completed upon the award of the bid.

21. The attached proposal sheet(s) constitutes an approximate quantity for each item for bidders information only, and no warranty is given or implied as to the item or total quantity that will be purchased. The Township reserves the right to increase quantities by 20% at the unit price bid.

22. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices are to be inserted in spaces provided.

With the exception of power of attorney forms attached to bid bonds and consent of surety forms, only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.

23. Failure to sign the bid proposal or give all information requested may result in the bid being rejected.

24. Delivery shall be made in the stated qualities and to the designation as stated on Purchase Orders.

25. Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Council at a subsequent regular meeting. The voucher will be certified correct by the department head who receives the goods or services.

26. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, ets., will be returned to the bidder or contractor and none will be paid for by the Township.

No help for unloading of deliveries can be provided by the Township Council. Suppliers shall notify their truckers accordingly.

The Township is exempt from any sale, excise or Federal transportation taxes and the provisions of the Federal Robinson Patman Act.

27. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials of supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a disclosure statement. The disclosure statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

**THE ATTACHED DISCLOSURE STATEMENT SHALL BE COMPLETED
AND ATTACHED TO THE BID PROPOSAL.**

28. The effective period for the contract will be two years unless noted otherwise in the specifications. Continuation of the terms of this contract beyond December 31st is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township of South Brunswick reserves the right to cancel this contract.

29. All applicable State and Federal regulations are to be met by the successful bidder, including prevailing and minimum wage regulations. It is expected that all hourly rates used to calculate the bid will be prevailing wage rates.

30. A performance bond is not required.

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**

**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, 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, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice- ship. 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, or 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: http://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 N.J .A.C. 17:27-1.1 et seq.

32. Insurance Requirements.

A. General Instructions. (1) The successful bidder shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the successful bidder and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the successful bidder and his subcontractors to the Purchasing Agent and the Township Engineer within twenty-one (21) days after execution of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of South Brunswick, authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of South Brunswick as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The successful bidder and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The successful bidder shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either

of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

General Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Property Damage: \$1,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverages:

- (1) The coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to protect the successful bidder against claims arising out of operations performed by his subcontractors.
- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverages, with the same extensions, as are required of the successful bidder.

D. Automobile Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury: \$500,000 per occurrence.
Property Damage: \$500,000 per occurrence.

E. Responsibility of the Contractor. The successful bidder and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

33. Worker and Community Right to Know. The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983, Chapter 315, Worker and Community Right to Know Act", subsection b. section 14. Further, all applicable Material Safety Data Sheets (MSDA), a/k/a hazardous substance fact sheet, must be furnished to the Township of South Brunswick.

34. When two or more bids are equal in all respects, and offer equal prices and are the lowest responsible bids or proposals, the township may award the contract to the bidder whose response, in the discretion of the township is the most advantageous, price and other factors considered.

35. Where applicable, if there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. Where applicable, if there is a discrepancy whereby the unit price written in words or figures is less than the unit price shown in parentheses, i.e. (Note: not less than \$1.00 per unit), the unit price shown in parentheses shall govern. Where applicable, if there is a discrepancy in the Extended Total of any item, the correct total shall be determined by multiplying the estimated quantity by the unit price written in words and the resulting total shall govern. The correct Extended Total for each item shall then be added to obtain the "Bid Total" or "Total Base Bid" whichever is applicable.

36.

**AMERICANS WITH DISABILITIES
Equal Opportunity for Individuals with Disability.**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall

indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant of its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

37. New Jersey Business Registration Requirements

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:

1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;

2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

3) 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.

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. Information on the law and its requirements is available by calling (609) 292-9292.

All bidders must have a valid registration at time of award of contract.

Signature _____ Date _____
Printed Name & Title _____

TECHNICAL SPECIFICATIONS
MUNICIPAL BUILDING DOOR ACCESS SYSTEM REPLACEMENT AND
MAINTENANCE CONTRACT

COMPLIANCE TO MINIMUM BID REQUIREMENTS: If a bidder is basing his proposal on equipment contended to be an “equivalent” product to what is specified in these bid documents and wishes the equipment he proposes to be considered as an “approved equal” bidder shall submit on their letter head a list details supporting any and all deviations in the exact format of the specifications contained herein

IN ADDITION, bidder shall submit on their letterhead, a list of details supporting any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or item. Note- this full and detailed written comparison of each and every item must be included with proposal, or bid will be rejected as non-responsive to the specifications.

MODEL INFORMATION REQUIRED: The manufacturer, make and exact models proposed as substitutes shall also be submitted on bidder’s letterhead with any proposal contended to be “equivalent”.

1. Scope of Work for Fixed Price (Lump Sum) System Replacement

The following specifications describe the type and location of work to be performed. Bids are being sought for the furnishing, installation, and ongoing maintenance of a replacement system for the Township’s computerized electronic door access control system that is utilized to control (lock and unlock) peripheral and internal access doors on an ad hoc and scheduled/timed basis, and to provide monitoring, real-time alerting and reporting of repeated unsuccessful attempts to access an entry point (or suspicious entry/exit patterns of behavior). All software, materials and labor for the furnishing and installation of the replacement system shall be provided on a Fixed Price basis, and payable on a lump sum basis with final payment to be made within 30 days after acceptance of the complete/operational system. Maintenance activities include semi-annual preventive maintenance work at lump sum rates on all access points installed/replaced under this contract. Any repairs, modifications, installations, etc. performed above and beyond the listed semi-annual preventive maintenance work shall be billed on a time and material basis at the hourly rates and material markup rates bid.

The new/replacement system is to reuse, to the fullest reasonable extent possible, all the existing mechanisms for locking all the existing access points, e.g., magnetic locks, electronic door strikes, electronic locksets, bypass switches.

Any replacements of these items at time of installation, if deemed necessary by the bidder, shall be included as part of the Fixed Price. The new/replacement system cannot reuse and must replace all existing ID tag readers, distributed control boards, I/O expanders, and any other electronic modules needed to interface with and control the existing access point locking mechanisms; and may replace existing keypads with new integrated keypads/ID tag readers if feasible and reasonable to do so. Power modules used solely to operate the access points, e.g., magnetic locks, electronic door strikes and electronic lockets, do not need to be replaced unless incompatible with the new system. Power modules used to power the ID tag readers and distributed control boards, expanders, etc., must be replaced and provided as needed. There is no warranty expected on reused/in-place components, but all equipment and software provided as the Fixed Price shall be warranted for 180 days after turnover/acceptance of the new system. Such warranty includes all labor and parts needed to correct any defects during that time period. After the warranty period, the semi-annual maintenance work shall commence.

In addition to adapting/reusing/incorporating all the access points itemized in Schedule A, additional internal access points (office doors) are to be furnished, installed and integrated into this system. (These are identified in Schedule A with Door #s N1, N2, etc., i.e., N meaning NEW.) In general, all such new doors will be furnished with electronic strike plates or magnetic locks as shown in the Schedule, or (at bidder's option) electronically controlled entry keysets, provided the existing keyed cylinders can be reused (to avoid having to create new keys for manual unlock. If bidder proposes any additional magnetic locks for any of the new locations, justification for same must be provided to the Township and the Township has to approve the additional magnetic locks in writing, prior to installation. If any magnetic locks are added, then appropriate and clearly marked Exit override mechanisms must be included in the installation, and all such locks must fail open in the event of a power failure. Continued integration with Fire Door egress controls, as noted in Schedule A, is required. Note: the sole case where the cost of the substitution of locking mechanism shall not be considered part of the Fixed Price shall be when the Township requests a change to the specifications shown in Schedule A.

In addition to the above requirements, the Township expects to designate up to 3 of these new access points to require a manual (pushbutton) override, to be furnished/installed at the direction of the Township at time of installation of the system.

In addition to completion of all the work and furnishing of new access point controls, a complete set of accurate and detailed "as built" drawings/diagrams needs to be provided to the Township. Project will not be deemed completed without these drawings/diagrams being delivered and validated/accepted by the Township.

The access control system software application provided, along with any necessary data base software, must be installable and supported by the application vendor, on Windows 11 64-bit Operating Systems. The bid response must identify all other software requirements; omissions will be assumed by the Township to be provided by the bidder and included as part of the lump sum rate. The Township will anticipate the need for ONE desktop class personal computer and provide same for this system. Any additional requirements should be clearly identified in the bid response, along with proposed party responsible for acquisition of any additional hardware recommended or required.

The access control system software application needs to be installed on a typical Intel server with the following minimum requirements: Intel Quad Core 2.8 Ghz, 8 GM RAM, 100GB Free Disk (after OS install), 10 Mbs Ethernet NIC. The bid response must identify any/all other application hardware requirements; omissions will be assumed by the Township to be provided by the bidder and included as part of the lump sum bid price.

The bid needs to include a USB based peripheral so that the application can “read” new RF ID tags to be assigned to users and/or query the existing data for current person assigned.

The system is to utilize ISO standard 30mil graphic printable ID cards with embedded RFIO technology. The lump sum rate is to include 500 of these cards, which must be compatible with the Township’s existing Jolly badge printer.

Features of the access control system software application must include:

- doors organized into groups for purposes of establishing a common set of time-of-day recurring schedules for open/close scheduling
- people organized into groups for purposes of establishing a common set of access doors and schedules for when such access is permitted
- the ability to establish repeatable “macro” operations applied to one or more door groups, or doors, or people groups, or peoples, such as early closing or delayed opening events
- the ability to establish ad hoc “one time” and “recurring” schedule changes by door, door group, people or people group
- establishing set of annual holidays for overriding normal door and/or door group schedules
- assigning RF ID tags to individuals and mechanism to invalidate lost/stolen tags from use and new ones
- audit reporting by person (over period of time), by door (over period of time)

- real-time alerting via e-mail of suspected behavior (repeated access denials, unusual access patterns, etc.)
- automatic backup to normal OS file (e.g., on a shared drive) and manual restore of configuration data and access logs
- export/printing of audit reports, door schedules, etc.

The bidder is responsible for planning on how to install/configure/test the system with minimal disruption to current Township operations and predictable/scheduled periods where doors will not be under automatic controls. (For example, we cannot have all doors remaining unlocked for unscheduled/excessive periods of time.) The Township needs to review and help fine tune those plans with the bidder to preserve security at all times.

The bidder is responsible for initial loading of data regarding individuals, doors, door schedules, etc., and will work closely with Township to identify and create appropriate user and door groups as part of this effort.

At the end of installation and commencement of operation of the new system, the bidder must provide hands on training and documentation regarding operation, configuration and day to day maintenance/administration of the system, including typical day to day features such as adding new persons, disabling access badges and/or people, changing door automation schedules, scheduling ad hoc overrides (e.g., temporary additional opening/closing or early closing), adding/removing people from groups, using the reporting capabilities to review all accesses by an individual, or all entries/exists at one or more doors by all or some individuals, etc.

2. Qualifications and Personnel Requirements.

- A. Contractor must possess a valid State of New Jersey Electrician's License issued by the State Board of Examiners.
- B. Contractor must maintain an adequate work force to accommodate the 4-hour response time outlined in this contract.
- C. Contractor must produce copies of all said licenses upon delivery of Bid proposal to the Township. Failure to produce will be grounds for dismissal of bid and the Township reserves the right to move to the next lowest bidder.
- D. The work requested to be performed may require a Licensed electrician, unless otherwise reviewed and approved by the Township. No apprentices shall be authorized to work on Township equipment.

3. Backup Services

In addition to the award of a primary service company, a second bid may be awarded to provide the required services as a backup service company in this category should the primary company be unable or unavailable to provide service as requested.

4. Inspection/Routine Maintenance Services (Lump Sum Bid)

Vendor shall perform the following inspection and routine maintenance services during the term of the contract to all equipment listed on Appendix A at a lump sum rate.

Semi-annually (2 times per year) at the Municipal Building, Senior Center, Public Works/Utilities Building

- A. Inspection and adjustment of all access point physical lock/unlock mechanisms, e.g., including but not limited to: magnetic locks, electronic door strikes, electric locksets, keypads, RF id readers, display LEDs, override/bypass switches.
- B. Install “keep current” upgrades of the computer Operating System (OS) with assistance from Township IT staff; and upgrades of the Building Door Access software, including any data base components and/or other necessary corequisite software without assistance from IT staff. Such upgrade activity must include provision for backup and recovery to the prior version in case of upgrade failure. “Keep current” upgrades are those upgrades provided by the software vendor(s) required to maintain supportability by those vendor(s) per their support policies. “Keep current” upgrades also includes patches and remediation of IT security vulnerabilities.
- C. Instruct the Township employee(s) responsible for operation of the Building Door Access software, including annual updates of any “special days” (e.g., Holiday) schedules, maintenance/cleanup of security groups, etc.

5. Repairs, Service and New Installations (Time & Material Bid)

A. Labor

All work performed other than specifically listed, as lump sum work shall be billed on a time and material basis. All labor and parts provided on time and material basis must have a 90-day warranty.

- B. The contractor shall not remove any failed damaged or defective part or portion of an electrical circuit until those items have been shown to a Township representative.

6. Payment for Performance

A. Fixed Price (Lump Sum) Work

The fixed price for the replacement system will be paid as follows:

- 10% upon contract award
- 30% upon delivery to the Township of all materials required for the job
- 60% upon acceptance by the Township of the completed system, including documentation and training

Note that the Township's monthly check process, it can take up to 30 days for each payment check to be issued once payment is initiated.

B. Lump Sum Work

Payment shall be made in semiannual installments following completion of the semiannual inspections and any required remediation efforts.

C. Time & Material Work

1. **Rates**

The contractor will be paid, following the performance of the work, the Cost of all direct labor in accordance with the rate schedule submitted on the Proposal Form, effective for three (3) years from date of award of bid.

Operating hours are weekdays, Monday through Friday, from 7:30 AM to 4:00 PM. Overtime is defined as anything over 8 hours on job site on weekdays, Saturday, Sunday and holidays, (example — 1 If contractor comes in for a regular scheduled job at 1:00PM for a 4 hour job, overtime shouldn't be paid for last hour; example 2, If contractor called for an emergency overtime should be paid past 4:00PM, A list of annual company holidays will be provided. All labor charges shall be for actual time on the job. NO PAYMENT WILL BE MADE FOR TRAVEL TIME OR MILEAGE.

The labor rates proposed shall include the employee base rate, fringe benefits, taxes, insurance, direct labor costs, overhead and profit markup. Payroll certification papers must accompany all billing.

Such overhead amount shall include charges for time spent on or in connection with the work by clerks, timekeepers and principals of the contractor (except when performing direct labor capacity and chargeable as above) all other indirect labor and all other charges except as hereinafter provided for material, subcontract, tools, and equipment.

Upon arrival at the assigned work site, the contractor shall sign in and shall sign out upon leaving the site utilizing a form to be provided by the Township

7. Materials

The contractor will be paid for materials and supplies, rental equipment, etc. when required and authorized at cost plus a percentage markup to be submitted with the Proposal. However, percent (0%) markup greater than 15% will not be accepted.

8. Invoices

The contractor's application for payment shall include the following substantiating data.

- A. A report shall be submitted for each job or service order defining the location, nature, and scope of work performed.
- B. Number of each class of employees, regular hours worked, overtime hours worked and rates charged. Overtime hours shall be billed as such rather than a greater number of regular hours.
- C. Itemized charges for all materials used, adequately described supported with a copy of the contractor's purchase invoice.
- D. The Township will receive a daily job sheet at the end of each day that work is done by the contractor. Job sheet shall show number of hours worked and materials.
- E. Any work performed in each facility shall be clearly identified as such. Invoices shall show separate costs for work performed on each facility. Time and material charges shall not be accumulated from various sites and combined on one invoice.

Billing shall take place at the completion of each work assignment. South Brunswick Township will not pay any interest or shipping charges,

9. Response

- A. Routine scheduled work: The contractor shall cooperate with the Township with regards to scheduling routine repairs, maintenance, etc.
- B. Critical work and emergency needs: The contractor shall respond within (4) hours to the Township's contact person to verify the location and nature of problem and indicate to the Township the approximate arrival time of contractors personnel.
- C. Failure to respond: The Township reserves the right to contact the

backup bidder and any other outside service provider to complete the project if the contractor fails to cooperate with the Township for scheduling routine work or fails to respond adequately for emergent or critical work.

- D. The contractor shall provide 24-hour emergency contact number(s) to the Township.

Contract Extension

Any contract for services the statutory length of which is for three years or less, may be extended for no more than one two-year or two-one year extensions, but in no event for more than a total of five consecutive years. Any such extension can only be by resolution of the Township Council upon finding by the Council that the services already provided have been performed in an effective and efficient manner. Any price change included as part of an extension shall be based upon the price of the original contract as adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. All terms and conditions of the contract shall remain substantially the same. Any such extension of the contract shall be done prior to the expiration of the contract.

Appendix A
Door/Control Inventory and Identification of New Doors/Locks

Bldg	Door #	Location of door	Reader	Key pad	LED	Mag Lock	Fire Release	Door strike	Elec Keypad	Comments
SC	200	Office Door From Main	X		X			X		
SC	201	Office Door From Hallway	X		X			X		
SC	202	Kitchen/Side Entrance	X		X	X				
SC	203	Penn Med Main Door	X		X	X				
SC	204	Main Entrance (Right Side)	X		X	X				
SC	205	Divider Door Between Pool Area and Penn Med	X		X	X	X			Double Doors, Has Reader on both sides
Main	49	Divider Door Between Admin and New Wing #50 Mag	X		X	X	X			Double Doors, Has Reader on both sides
Main	4	Meeting Room #4 Outside Entrance	X		X	X				
Main	5	Divider Door Between Admin and Police	X		X	X				
Main	16	Clerks Office Vault	X		X			NEED		Disabled from old system long ago, but want to put back into service
Main	7	Municipal Main Entrance (2nd Floor)	X	X	X	X				Double doors
Main	52	Loading Dock Double Doors	X		X					Motion Controlled Door
Main	1	Municipal Main Entrance (1st Floor - Side)	X		X	X				Has 4 Doors
Main	12	Tax/Revenue Entrance	X		X	X				
Main	4	Tax Vault Door	X		X			NEED		Disabled from old system long ago, but want to put back into service
Main	2	Admin Computer Room	X		X				x	Double Doors
Main	11	Finance Door	X		X	X				Double Doors

Bldg	Door #	Location of door	Reader	Key pad	LED	Mag Lock	Fire Release	Door strike	Elec Keypad	Comments
Main	3	Police Parking Lot Exit	X		X	X				Double Doors
Main	8	Divider Door Between Lobby and Code	X		X	X	X			Double Doors, Has Reader on both sides
Police	5	Divider Door Between Main and Police (1st Floor)	X		X	X				Doors Remain Closed
Police	6	Police Front Entrance (In Stairwell)	X		X	X				
Police	14	Door into Lobby/Records	X		X	X				Has release button inside area
Police	13	Records Door	X		X			X		
Police	34	Elevator	X		X					Controls the elevator call button on 1st floor
Police	27	Entrance from Police Lot to Stairs	x		X	X				
Police	28	Entrance from Police Lot to Breakroom	X		X	X				
Police	26	Police Main Lobby Entrance	X		X	X				Double Doors
Police	21	Dispatch/Police Corridor	X		X			X		
Police	23	Dispatch	X		X			X		
Police	47	Police Equipment Room	X		X	X				Has Release button inside
Police	22	Door into Hallway/Cells	X		X	X				Double Doors, Has readers on both sides, Remain Closed
Police	38	Cell Entry	X		X				X	Has reader on both sides
Police	37	Prisoner Processing From Hall	X		X				X	
Police	36	Processing to Stairs	X		X				X	
Police	35	Outside to Stairs	X		X	X				
Police	45	Processing to Sally Port	X		X				X	

Bldg	Door #	Location of door	Reader	Key pad	LED	Mag Lock	Fire Release	Door strike	Elec Keyset	Comments
Police	42	Supply Doors from Hall/From Sally	X		X				X	2 Different Doors
Police	46	Arms Room Door (1st Floor)	X		X	see comment				Uses Top Mounted Electronic Dead Bolt
Police	20	Divider door between Main and Police (2nd Floor)	X		X	X				Double Doors
Police	18	Hallway 2nd Floor (between PD Admin and Squad A)	X		X			X		Located between PD Admin and Squad A/B hallway
Police	17	Detective Bureau (2nd Floor)	X		X				X	Between PD Admin and direct entrance into Squad A
Police	29	Detective Sgt Door (2nd Floor)		X						Just has an alarm; not part of this system
Police	15	Evidence Vault (2nd Floor)	X	X	X	X				Uses Key Pad and Button to unlock
Police	19	Juvenile Holding (2nd Floor)	X		X	X				
Court	25	Court Main Entrance	X		X	X				
Court	41	Court Entrance from Cells	X		X				X	
Court	33	Court Vault	X		X					no locking mechanism controlled; user just uses keylock ABANDON OLD READER/EMERGENCY EXIT BUTTON (not to be part of new system)
DPW	100	DPW Main Entrance	X		X	X				Double Doors
DPW	101	DPW Secondary Front Entrance	X		X	X				Single Door
DPW	103	DPW Rear Door	X		X	X				

Bldg	Door #	Location of door	Reader	Key pad	LED	Mag Lock	Fire Release	Door strike	Elec Keypad	Comments
DPW	108	DPW Hallway Door	X		X			X		
DPW	200	2nd Floor Door Entrance	X		X	X				Double Doors
Main	N1	Affordable Housing Office (Old Public Works space)	X		X			X		
Main	N2	Health Department	X		X			X		
Main	N3	Police Training Room	X		X			X		
Main	N4	2nd Flr Human Resources	X		X			X		
Main	N5	2nd Flr Township Administration Office	X		X			X		
Main	N6	2nd Flr Muncial Clerk Office	X		X			X		
Main	N7	2nd Flr Mailroom	X		X	X				
Main	N8	2nd Flr Zoning	X		X			X		
Main	N9/N 10	Code Enforcement (2 doors)	X		X			X		
Main	N11	Tax Assessor	X		X			X		
PW	N12	Basement - Archives Room	X		X	X				1 side of one double door...the other double door remains key locked only

**SOUTH BRUNSWICK TOWNSHIP
AFFIRMATIVE ACTION QUESTIONNAIRE
SUPPLEMENT TO BID SPECIFICATIONS FOR
PROCUREMENT AND SERVICE CONTRACTS**

No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIBLE BIDDER AND HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU WILL BE SENT THE AFFIRMATIVE ACTION DOCUMENT FOR COMPLETION PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVED SAME.

ALL FIRMS:

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED. (PROOF MUST BE SUBMITTED WITH BID.)

OR

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED. (COPY OF SAME MUST BE SUBMITTED WITH BID.)

OR

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM. (SOUTH BRUNSWICK TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A SUCCESSFUL BIDDER.)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Firm Name _____

Signature _____

Title _____

Date _____

CERTIFICATION OF CONTRACTOR

NON-CONFLICT OF INTEREST

In consideration for the contract to be entered between the Township and

_____, I hereby certify that _____

Individual or Firm

Individual or Firm

does not represent another client whose interests are in actual conflict with the Township. I

further certify that, to the best of my knowledge, the representation of other clients of

_____ will not materially limit my representation of the Township.

Individual or Firm

During the term of this contract with the Township _____ shall not

Individual or Firm

represent any client whose representation materially limits the representation of the

Township or whose interests are in actual conflict with the Township's interests.

The existence of a conflict of interest contrary to the certification above shall be a breach

of the contract. It shall also entitle the Township to expose _____ to any

Individual or Firm

penal statutes pertaining to false material certifications.

CONTRACTOR _____

Individual Signature or Firm Name

IF FIRM:

BY _____

TITLE _____

Sworn to and subscribed before me this

day of _____ 19____.

Notary Public

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
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 Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"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, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal 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."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations, partnerships, and limited liability corporations apply to all forms of business entities, including limited partnerships, limited liability partnerships, and Subchapter C and S corporations (Attorney General Opinion 02-0018, January 23, 2002 and 15-0021, May 8, 2015).

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation) Other (be specific):
-

Part II

- I certify that 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.

OR

- I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

(Please attach additional sheets if more space is needed):

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“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.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn to before me this ____ day of _____, 2_____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

Township of South Brunswick Contractor Responsibility Certification

Name and Contract Number of Contract To Be Awarded:

I, _____, (hereafter “Contractor”) submit this Certification pursuant to the requirements of South Brunswick Code Section 2-1248.

(1) As a condition of performing work on public works contracts in excess of \$26,000.00, but less than \$499,999.00 total cost of project, Contractor hereby certifies that it and each subcontractor performing work on the project has at least one (1) employee who has successfully completed an OSHA ten (10) hour construction safety and health course onsite. As a condition of performing work on public works contracts of \$500,000.00 or more total cost of project, Contractor hereby certifies that it and each subcontractor performing work on the project has at least one (1) employee who has successfully completed an OSHA thirty (30) hour construction safety and health course onsite.

(2) Contractor hereby certifies that it and all subcontractors that perform significant work on any public facility project having a value of \$100,000.00 or more, participates in an Apprenticeship Program currently registered with and approved by the United States Department of Labor (USDOL) or the New Jersey Department of Labor (NJDOL); or Contractor agrees that neither it nor any subcontractor will employ any worker of less than journeyman status on the project. Apprenticeship Programs meet the criteria set forth in subsection 8(i) of South Brunswick Code Section 2-1248. Proof of participation in such an Apprenticeship Program (if applicable) is attached.

(3) Contractor hereby certifies the following facts regarding its past performance, work history, current qualifications and performance capabilities:

a. The individual, firm or business entity has all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including, but not limited to, licenses, registrations or certificates required to: (i) do business in the State; and (ii) perform the contract work it seeks to perform. These include, but are not limited to, licenses, registrations or certificates for any type of trade work or specialty work which the individual, firm or business entity proposes to perform.

b. The individual, firm or business entity meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements.

c. The individual, firm or business entity has not been debarred by any federal, state or local government agency or authority in the past three (3) years. If Contractor is a firm or business entity, Contractor further certifies that none of the owners, officers or members have been debarred by any federal, state or local government agency or authority in the past three (3) years.

d. The individual, firm or business entity has not defaulted on any project in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have defaulted on any project in the past three (3) years.

e. The individual, firm or business entity has not had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years.

f. The individual, firm or business entity has not been cited for a willful violation of federal or state safety laws in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have been cited for a willful violation of federal or state safety laws in the past three (3) years.

g. The individual, firm or business entity has not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years.

h. The individual, firm or business entity will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable Federal or State prevailing wage laws.

i. If applicable, the individual, firm or business entity participates in an Apprenticeship Program that is currently registered with the U.S. Department of Labor, N.J. Department of Labor or a state apprenticeship agency for each craft or trade in which it apprentices. Contractor shall provide proof of meeting this qualification standard by submitting appropriate documentation as an attachment to this certification. The individual, firm or business entity shall continue to participate in applicable Apprenticeship Programs for the full duration of the contract work. The Apprenticeship Program in which the individual, firm or business entity participates shall meet the following criteria:

- (1) The program has graduated at least (1) enrollee in each of the past three (3) years. If the program has not been in existence for three years, this requirement shall not apply until the program has been in existence for three (3) years. At that time, compliance with this criterion is required.
- (2) The program has graduated at least seventy-five (75%) percent of program enrollees in each of the past three (3) years.*

j. The individual, firm or business entity provides health and hospital insurance plans, and if applicable, an ERISA compliant retirement plan.

* Graduation rates for any particular year shall be calculated based on the number of enrollees who graduated in a given year divided by the total number of enrollees (and former enrollees) who could have been eligible to graduate in that year had they remained enrolled and timely completed the program. The term "total number of enrollees" shall be computed by counting the total number of persons enrolled in approved Apprenticeship Programs for each separate trade or craft approved by the State of New Jersey. For example, the total number of enrollees in the electrical trade would consist of all persons currently enrolled in an approved Apprenticeship Program for electricians in the State of New Jersey. If the New Jersey based trade or craft conducts education classes outside the State, those attendees shall count as enrollees for purposes of this subparagraph. Enrollees who withdraw for reasons of military service, residence relocation, death, sickness or hardship as approved by the teaching staff shall not be counted as enrollees for purposes of calculating the graduation rate.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment pursuant to law, including but not limited to a rejection of my bid, rescission, revocation and/or termination of the contract awarded to me.

Name of Contractor: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

PROPOSAL

To: Township of South Brunswick

The undersigned bidder declares he has read the Notice to Bidders, Instructions to Bidders and Specifications attached, that he has determined the conditions affecting the bid and agrees, if this proposal is accepted. to furnish and deliver the following for the contract period of (3) years commencing from the date of award.

Municipal Buildings Door Access System Replacement and Maintenance

A. System Replacement – Fixed Price Lump Sum - \$_____

B. Maintenance

I. Lump Sum Rate – for each semi-annual inspection/maintenance cycle

\$ _____ /cycle x 5 cycles = \$ _____ (for all 3 years)

(Note: in year 1, there will be only one semi-annual inspection since the first half year will be considered under the System Replacement warranty period.)

II.Hourly Rate Card for Time and Material Work

Please provide your proposed hourly rates for any subsequent work you may be asked to provide that is outside the scope of System Replacement or Maintenance as defined in this bid.

Parts _____% mark up above contractors cost (not to exceed 15 %)

Note: Copies of contractors purchase invoices required to verify costs

Any questions, please call Martin Hammer, IT Director at 732-329-4000 ext. 7315 or Paul O'Brien, Technician at 732-329-4000 ext. 7218.

Accompanying this proposal is a certified check in the amount of \$ _____ N/A _____, or a bid bond in the amount of \$ _____ N/A _____, payable to the Township of South Brunswick which has to be forfeited as liquidated damages if, in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as required.

Company_____

Address _____

Telephone _____

By _____

(Signature)

(Print Name)

Witness _____ Title _____

Date _____

IV. Holiday List

New Year's Day Martin Luther King Day Lincoln's Birthday

Presidents Day Good Friday Memorial Day

Independence Day Labor Day Columbus Day

Election Day Veterans Day Thanksgiving

Friday Following Thanksgiving Christmas Day

On the attached sheet, please list three companies with whom your company has had business with in the past year and submit with bid proposal.

REFERENCES

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

TOWNSHIP OF SOUTH BRUNSWICK
BID DOCUMENT CHECKLIST

**Required by
OWNER**

**Read, Signed
& Submitted**

<input checked="" type="checkbox"/>	Stockholders Disclosure Certification	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bid Proposal Form	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Affirmative Action Questionnaire	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Non-Conflict of Interest	<input type="checkbox"/>
<input type="checkbox"/>	Public Works Contractor Registration	<input type="checkbox"/>
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	<input type="checkbox"/>
<input type="checkbox"/>	Endorsement of Surety (with Power of Attorney for full amount of Bid Price)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Contractor Responsibility Certification Form	<input type="checkbox"/>

Reviewed

<input checked="" type="checkbox"/>	Business Registration Certificate	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Prevailing Wage	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Americans with Disabilities Act Language (Mandatory)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Affirmative Action Language (Mandatory)	<input type="checkbox"/>

This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.