

TOWNSHIP OF WEST WINDSOR  
271 CLARKSVILLE ROAD  
P.O. BOX 38  
WEST WINDSOR, NJ 08550

**BIDDING DOCUMENTS AND  
INSTRUCTIONS TO BIDDERS**

**FOR THE WORK AND/OR PRODUCT ENTITLED:**

**MAINTAIN AND SERVICE THE HEATING, VENTILATING AND AIR CONDITIONING  
(HVAC) SYSTEMS FOR VARIOUS TOWNSHIP BUILDINGS**

**DATE AND TIME OF THE BID OPENING:**

**FRIDAY, SEPTEMBER 30, 2022 at 2:00 PM, WEST WINDSOR TOWNSHIP SENIOR CENTER,  
MUNICIPAL COMPLEX, 271 CLARKSVILLE ROAD, WEST WINDSOR TOWNSHIP, NJ 08550**

CONTENTS LIST FOR BIDDERS

PAGE	DESCRIPTION	INCLUDED IN BID DOCUMENT
2	Published Notice to Bidders	X
3	Mandatory Affirmative Action Language	X
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6	General Instructions to Bidder	X
16	Bidder Qualifications and Technical Requirements	X
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## **NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids addressed to the Business Administrator of the Township of West Windsor will be received up to 2:00 PM prevailing time on Friday, September 30, 2022 at which time they will be opened and read at the West Windsor Township Senior Center located in the Municipal Complex, 271 Clarksville Road, Princeton Junction, New Jersey for the work described below. Bid packages submitted prior to the day of the bid opening shall be submitted to the Administration Department in the Municipal Complex. The Township encourages prospective bidders to submit their sealed proposals prior to Friday, September 30, 2022 via certified mail or overnight delivery along with requiring a signature. West Windsor is not responsible for bids which are sent for delivery and not received by a Township employee. At conclusion of the public bid opening and after review from Municipal personnel, the bid results along with the pertinent documents of the apparent three low bid submissions will be scanned and posted on the Municipal Website within 48 hours, [www.westwindsornj.org](http://www.westwindsornj.org).

### **MAINTAIN AND SERVICE THE HEATING, VENTILATING AND AIR CONDITIONING (HVAC) SYSTEMS FOR VARIOUS TOWNSHIP BUILDINGS**

Specifications, plans and bid documents will be available on or after Friday, September 9, 2022, at 11:00 am, and may be examined from the Administration Department located in the West Windsor Township Municipal Building during the hours of 10:00 am to 4:00 pm, Monday through Friday excluding holidays. Please follow instructions posted at the front entrance of the Municipal Building if picking up and/or reviewing the bid packages in person as they will direct you on the proper procedure for maintaining physical distancing requirements. Any request for documents must provide the name of the requested solicitation, as well as the Company Name, Mailing Address, Telephone & Facsimile Numbers as well as Contact Person's Name & Email Address. A FedEx number must be provided in order for West Windsor to ship the documents.

All required bidder information can be found in the bid documents. All bidders are required to comply with the requirements of P.L. 1975, C. 127, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and all other applicable local, state and federal laws.

By Order of the Township of West Windsor.

**Marlena Schmid**  
**Business Administrator**  
**West Windsor Township**

## 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report


Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance](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.

Signed by 

Princeton Air Conditioning, Inc.  
Contractor

Signed, sealed and delivered  
in the presence of

  
(Notarized)  
commission expires 4/26/26

**Americans with Disabilities Act  
Mandatory Language**

Equal Opportunity for Individuals with Disabilities

The contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. ' 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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





## BIDDER QUALIFICATIONS AND TECHNICAL REQUIREMENTS

### INTENT:

The intent of these specifications is for the Township of West Windsor to enter into a contract with a qualified bidder for **MAINTAIN AND SERVICE THE HEATING, VENTILATING AND AIR CONDITIONING (HVAC) SYSTEMS FOR VARIOUS TOWNSHIP BUILDINGS.**

Copies of specifications must be obtained from the Business Administrator's Office.

This bid includes boilerplate minimum vendor qualifications and requirements allowing the Township of West Windsor to select the most qualified, responsive and responsible bidder. In instances where boilerplate provisions are determined to be non-critical to Township operations, alternative proposals for equivalent services or equipment will be considered.

### BIDDER QUALIFICATIONS:

A. In an effort to assess the reliability, experience and dependability of the vendor:

1. How many years has the vendor as named on the bid page, been in the business of providing HVAC system service and maintenance?

2. Has the vendor during these years noted above ever filed for bankruptcy / restructuring?

Yes \_\_\_ No X *If yes, please give full explanation including dates in the bidder's cover letter.*

3. Has the vendor ever reorganized from a previous bankruptcy using a different or same name?

Yes \_\_\_ No X *If yes, please give a full explanation including dates in the bidder's cover letter.*

B. In an effort to verify the reliability, experience and dependability of the vendor, the vendor may be required to provide customer references. Does the vendor agree to provide references if requested?

Yes X No \_\_\_ *If no, please give a full explanation in the bidder's cover letter.*

C. The vendor will guarantee the service will meet or exceed the health and safety-related standards of the Township of West Windsor, State of New Jersey and all federal regulatory agencies. Is the vendor able to meet standards and requirements of local, state and federal regulatory agencies in all aspects of requirements?

Yes X No \_\_\_ *If no, please give a full explanation in the bidder's cover letter.*

## BID PROPOSAL

TO: TOWNSHIP OF WEST WINDSOR  
271 Clarksville Road  
P.O. Box 38  
West Windsor, New Jersey 08550

ATTN: Business Administrator

The undersigned bidder(s) declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following:

### MAINTAIN AND SERVICE THE HEATING, VENTILATING AND AIR CONDITIONING (HVAC) SYSTEMS FOR VARIOUS TOWNSHIP BUILDINGS

Location	Fixed Monthly Cost (January 1, 2023 – December 31, 2023)	Total Amount (Monthly Cost x 12)
1. Municipal Building	\$ 1078.00	\$ 12,936.00
2. Police/Court Facility	\$ 1703.00	\$ 20,436.00
3. Senior Center	\$ 704.00	\$ 8,448.00
4. Maintenance Bungalow	\$ 61.00	\$ 732.00
5. Public Works	\$ 140.00	\$ 1,680.00
6. Schenck Farmstead	\$ 101.00	\$ 1,212.00
7. West Windsor Arts Center	\$ 274.00	\$ 3,288.00
8. West Windsor Fire & Emergency Services Station	\$ 135.00	\$ 1,620.00
9. Health/Recreation Facility	\$ 140.00	\$ 1,680.00
		<b>TOTAL:</b>

**Bid Amount:**

\$ 52,032.00

**Written Figure:** FIFTY TWO THOUSAND & THIRTY TWO

The undersigned is a ☒ Corporation under the laws of the State of NEW JERSEY  
☐ Partnership  
☐ Individual

having its principal office at 39 EVERETT DRIVE, PRINCETON JCT, NJ 08550

**Check List Enclosures can be found on  
BID DOCUMENTS SUBMISSION CHECKLIST**

609-799-3434  
TELEPHONE NUMBER  
609-799-7036  
FAX NUMBER  
9/29/22  
DATE

PRINCETON AIR CONDITIONING, INC.  
COMPANY  
P.O. BOX 4060  
ADDRESS  
PRINCETON, NJ 08543  
ADDRESS  
22-1921989  
FED ID, OR SOCIAL SECURITY NO.  
SIGNATURE  
J. SCOTT NEEDHAM  
TYPE OR PRINT NAME  
PRESIDENT  
TITLE



**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: PRINCETON AIR CONDITIONING, INC.

Organization Address: P.O. BOX 4060 PRINCETON, NJ 08543

**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 ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (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 ten (10%) percent or more of its stock, of any class, or no individual partner in the partnership owns a ten (10%) percent or greater interest therein, or no member in the limited liability company owns a ten (10%) percent or greater interest therein, as the case may be. **(SKIP TO PART IV.)**



A listing of subcontractors as required by N.J.S.A. 40A:11-16

There will be no subcontractors used for this bid.

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
J. SCOTT NEEDHAM	215 S. MAIN STREET PENNINGTON, NJ 08534
JOSEPH NEEDHAM	323 HOPEWELL-AMWELL RD. HOPEWELL, NJ 08525

**Part III DISCLOSURE OF TEN (10%) PERCENT 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 ten (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 ten (10%) percent 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.**

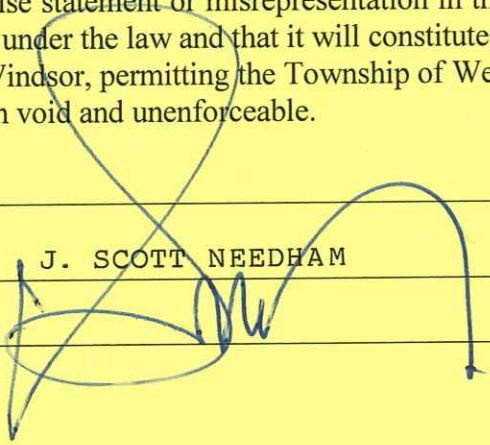
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a ten (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 ten (10%) percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address


#### **Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder/proposer; that the Township of West Windsor 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 the Township of West Windsor to notify the Township of West Windsor 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 Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	J. SCOTT NEEDHAM	Title:	PRESIDENT
Signature:		Date:	9/29/22



## NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

MAINTAIN AND SERVICE THE HEATING, VENTILATING  
AND AIR CONDITIONING (HVAC) SYSTEMS FOR VARIOUS  
TOWNSHIP BUILDINGS

NAME OF PROJECT

County of MERCER

I, J. SCOTT NEEDHAM  
(Name of Partner or Officer of the Firm)

Located at P.O. BOX 4060 PRINCETON, NJ 08543  
(Business Address)

in the County of MERCER and State of NJ being of  
full age, and duly sworn according to law on my oath depose and say that  
I am J. SCOTT NEEDHAM of the firm of PRINCETON AIR CONDITIONING, INC. the bidder  
making the Proposal for the above named project, and that I executed said Proposal with full authority to  
do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in  
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the  
above named project; and that statements contained in said Proposal and in this affidavit are true and  
correct, and made with full knowledge that the Township of West Windsor relies upon the truth of the  
statements contained in said Proposal and in the statements contained in this affidavit in awarding the  
contract for said project.

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

PRINCETON AIR CONDITIONING, INC.

(Name of Contractor)

in accordance with NJSA 52:34-15.

Subscribed and sworn to before me

this 29 day of SEPTEMBER 2022

Signature

Domènec J. D. Lirio  
NOTARY PUBLIC  
COMMISSION EXPIRES 4/26/26

J. SCOTT NEEDHAM

NAME OF AFFIANT

## BID BOND

Bond No. 72497694

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Princeton Air Conditioning, Inc.

WESTERN SURETY COMPANY, 151 North Franklin, 17th Floor, Chicago, IL 60606 As Principal, and

271 Clarksville Rd., Princeton Junction, NJ 08550 As Surety, is  
Hereby held and firmly bound unto Township of West Windsor

As Owner, in the Penal Sum of Ten Percent of Amount Bid Not to Exceed Twenty Thousand Dollars (10% NTE \$20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 30th day of September, 2022

The condition of the above obligation is such that whereas the Principal has submitted to Township of West Windsor

A certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the Maintain and Service The Heating, Ventilating and Air Conditioning (HVAC) Systems For Various Township Buildings

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid, and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: Donald J. P. [Signature]  
Witness

BY: [Signature]  
Witness

BY: [Signature]  
Principal:  
WESTERN SURETY COMPANY

BY: [Signature]  
Kim S Handy, Attorney-in-Fact





**CONSENT OF SURETY**

In consideration of the premises and of One Dollar (\$1.00) lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third party thereto when required to do so by the OWNER, and if said CONTRACTOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, or re-advertising for bids for this work, less that amount of any certified check or bid bond payable and received.

In witness whereof, the said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this 30th day of September, 2022.

Princeton Air Conditioning, Inc.

CONTRACTOR,

bound unto Township of West Windsor

for Maintain and Service The Heating, Ventilating and Air Conditioning

(HVAC) Systems For Various Township Buildings

WESTERN SURETY COMPANY

(Name of Insurance Company)

*[Signature]*

(Witness)

By

*[Signature]*

Kim S Handy Attorney in Fact

**ACKNOWLEDGMENT OF CORPORATE SURETY**

State of New Jersey

County of Mercer

On this 30th day of September, 2022, before me appeared Kim S Handy, to me personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney-in-fact of the WESTERN SURETY COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

*[Signature]*

(Signature)

Notary Public, Mercer, NJ  
(County) (State)

Commission expires: 5/15/24

KAREN M. SCHAEFFER  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 15, 2024



# Western Surety Company

Bond No. 72497694

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2021. The financial statements of Western Surety Company as of and for the year ended December 31, 2021 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

<b>Surety Company</b>	<b>Capital</b>	<b>Policyholders' Surplus</b> (including Capital)
Western Surety Company	\$4,000,000	\$1,527,563,306

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2022, is as follows:

<b>Surety Company</b>	<b>Underwriting Limitation</b>
Western Surety Company	\$152,157,000

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17.18.9 as of (date of which such limitation was so established) is as follows: N/A

(4) The amount of the bond to which this statement and certification is attached is \$ 10% NTE \$20,000.

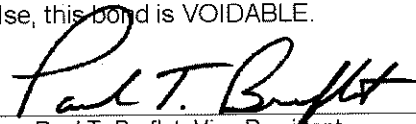
(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A  
and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency. N/A

## CERTIFICATE

I, Paul T. Bruflat, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

  
Paul T. Bruflat, Vice President

Date: September 30th, 2022

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2021**

ASSETS

Bonds	\$ 1,940,298,870
Stocks	19,721,943
Cash, cash equivalents, and short-term investments	32,146,891
Receivables for securities	140,000
Investment income due and accrued	17,433,547
Premiums and considerations	54,366,110
Amounts recoverable from reinsurers	3,204,634
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	14,565,007
Receivable from parent, subsidiaries, and affiliates	14,891,869
Other assets	1,037
<b>Total Assets</b>	<b>\$ 2,096,769,908</b>

LIABILITIES AND SURPLUS

Losses	\$ 214,859,103
Loss adjustment expense	48,667,258
Commissions payable, contingent commissions and other similar charges	10,885,216
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	2,781,662
Federal and foreign income taxes payable	300,285
Unearned premiums	263,317,295
Advance premiums	6,618,279
Ceded reinsurance premiums payable (net of ceding commissions)	5,081,348
Amounts withheld or retained by company for account of other	10,237,011
Provision for reinsurance	6,261,560
Payable to parent, subsidiaries and affiliates	7,170
Payable on security transactions	35,226
Other liabilities	155,189
<b>Total Liabilities</b>	<b>\$ 569,206,602</b>

**Surplus Account:**

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,236,667,111
Surplus as regards policyholders	\$ 1,527,563,306
<b>Total Liabilities and Capital</b>	<b>\$ 2,096,769,908</b>

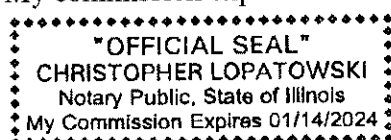
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2021, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee  
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2022.

My commission expires:



By Christopher Lopatowski  
Notary Public

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72497694

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Kim S Handy

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Princeton Air Conditioning, Inc.

Obligee: Township of West Windsor

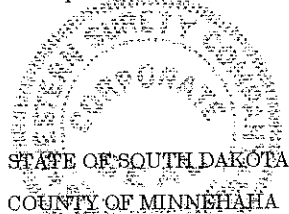
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72497694 is not issued on or before midnight of December 30th, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 30th day of September, 2022.

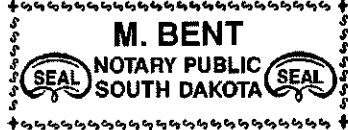


WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat,  
Vice President

On this 30th day of September, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 30th day of September, 2022.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



**REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
PUBLIC LAW 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

A letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.

OR

A Certificate of Employee Information Report Approval.

OR

If you do not have either of the above, check below:

  X   Please send our company an Affirmative Action form for our completion  
(A.A.302- Affirmative Action Employee Information Report).

---

The following questions must be answered by all contractors:

Do you have federally approved or sanctioned Affirmative Action Program?

Yes           

No   X  

Do you have a State Certificate of Employee Information Report Approval?

Yes           

No   X  

You shall submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of approval or A.A.302 is required.

PRINCETON AIR CONDITIONING, INC.  
Company  
[Signature]  
Signature  
PRESIDENT  
Title

## **TOWNSHIP OF WEST WINDSOR**

### **HOLD HARMLESS AGREEMENT (Must Be Submitted with Bid Proposal)**

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor in the work, or through any act or omission on the part of the Contractor, his agents or employees.

**SIGNATURE:** The undersigned hereby acknowledges reading and understanding the above information:

**Name of Bidder:**

PRINCETON AIR CONDITIONING, INC.

**By Authorized Representative:**

J. SCOTT NEEDHAM

**Signature:**

**Print Name and Title:**

J. SCOTT NEEDHAM, PRESIDENT

**Date Signed:**

9/29/22



## TOWNSHIP OF WEST WINDSOR

### PREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

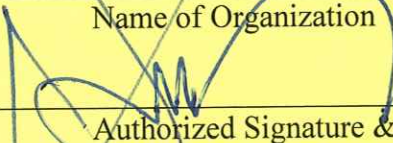
**Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.**



Signed this 29 day of SEPTEMBER, 2022

as a binding act in deed of PRINCETON AIR CONDITIONING, INC.

Name of Organization

 PRESIDENT

Authorized Signature & Title

J. SCOTT NEEDHAM PRESIDENT

Print Authorized Signer's Name & Title

## TOWNSHIP OF WEST WINDSOR

### **CONTRACTOR REGISTRATION FOR PUBLIC WORKS PROJECTS**

The "Public Works Contractor Registration Act" (Act), P.L. 1999, c.238 became effective April 11, 2000. The Act, N.J.S.A. 34:11-56.48 et seq., requires that all contractors, subcontractors and sub-subcontractors, including out of state contractors, register with the Department of Labor prior to bidding or engaging in public works contracts that exceed the prevailing wage threshold. A contractor is defined as a "person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.), and includes any subcontractor or lower tier subcontractor of a contractor as defined herein. According to N.J.S.A. 34:11-56.50, public works projects are any construction, reconstruction, demolition, alteration, repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of funds of a public body, except work performed under a rehabilitation program. Contractors who perform work on public projects not included in this definition of "public works" must still comply with the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) as regards to the payment of prevailing wage rates and the keeping/submitting of certified payroll records.

**The Act requires that the contractor be registered prior to submission of public bids in accordance with the Local Public Contracts Law.**

No Contractor shall bid on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to this act. Emergency work is not excluded from the provisions of either the Prevailing Wage Act or the Public Works Contractor Registration Act. Compliance with the Act must be sought prior to processing a contractor's request for payment for the completed emergency work.

On a public works project, a GC is responsible for overseeing the project, which includes the hiring of subcontractors and sub-subcontractors. A GC must submit a copy of his own certificate with the bid and is also required to do so for all named subcontractors and known sub-subcontractors. **Each contractor shall, after the bid is made and prior to awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration.**

Registration forms, copies of the Act, and other relevant information is available by contacting:

Contractor Registration Unit  
New Jersey Department of Labor  
Division of Wage & Hour Compliance  
P. O. Box 389  
Trenton, New Jersey 08625-0389  
Telephone: 609-292-9464  
Fax: 609-633-8591

Bidders are advised of, and must alert all subcontractors to, amendments to Section 11 of P.L. 1963, c.150 (C.34:11-56.35) codified as P.L. 2019, c.158, which permit the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under said act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the



Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

**By submitting a bid, Bidder agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.**

I have read the above information and agree to abide by all of the terms and conditions required under the Public Works Contractor Registration Act.

Signature: \_\_\_\_\_

Print Name and Title: J. SCOTT NEEDHAM PRESIDENT

Date Signed: 9/29/22



Certificate Number  
5879

Registration Date: 12/07/2021  
Expiration Date: 12/06/2023



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56, 48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):

J. Scott Needham, President

Princeton Air Conditioning, Inc.  
**2021**

Responsible Representative(s):

Joseph Needham, CEO

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

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

## TOWNSHIP OF WEST WINDSOR

### NOTICE TO ALL VENDORS CONDUCTING BUSINESS WITH THE TOWNSHIP OF WEST WINDSOR

Advisory Notice C57, Laws of 2004 (S1778 signed 6/29/04) expands the ***State Contractor Business Registration Program*** to local government contracts (including purchase orders/vouchers) effective **September 1, 2004**. This law applies to quotations, bids and all purchases above \$2,625.

- A copy of the *Business Registration Certificate* **MUST** be submitted prior to the execution of contracting documents;
- Contractors are responsible for notifying subcontractors.
- "Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

Applications may be obtained online at [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml) Business Registration Certificate.

- Under *Filing Form NJ-REG* click on the appropriate link and follow the instructions

Further information may be obtained by calling the hotline at the State Department of Treasury, Department of Revenue at 609-292-9292.

**This requirement is in addition to the Public Works Registration Act Certificate requirement.**

I have read the above information and agree to abide by all of the terms and conditions required under the Business Registration Act.

**Signature:** \_\_\_\_\_

**Print Name and Title:** J. SCOTT NEEDHAM, PRESIDENT

**Date Signed:** 9/29/22

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

PRINCETON AIR CONDITIONING INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

221-921-989/000

SEQUENCE NUMBER:

0414895

ADDRESS:

EVERETT DR  
PRINCETON JCT NJ 08540

ISSUANCE DATE:

08/25/04

EFFECTIVE DATE:

10/16/70

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Acting Director

*John S. Tully*



**AFFIDAVIT OF COMPLIANCE WITH  
SECTION 4-22.1 *ET SEQ.* OF THE TOWNSHIP CODE**

I, J. SCOTT NEEDHAM  
(Name of Professional Business Entity(s); if a corporation, name of officer making affidavit)

being duly sworn, affirm that I am aware of the provisions of Chapter 4-22.1 *et seq.* of the Township Code of the Township of West Windsor, which was enacted into law by Township Ordinance No. 2003-09 and made effective as of April 7, 2003. In accordance with that Ordinance, I further declare that neither the professional business entity with which I am associated, nor I, have made any contribution of money or anything of value, including in kind contributions at anytime within the past year, to any West Windsor Township candidate for Mayor or Township Council, or West Windsor Township political party committee or their intermediaries, including but not limited to, a Mercer County political party committee. I further declare that I am aware that if it is determined that such contributions have been made, that it will be deemed as a material breach of any professional services agreement that I have entered into with the Township of West Windsor and that I may be subject to penalties as may be provided by law, including those set forth in Chapter 4-22.1 *et seq.* of the Township Code.

Signature of Person Making Affidavit

Sworn and subscribed to before me this  
29 day of SEPT, 2022.

Dominick D. Lorusio  
My Commission expires 4/26/26

**TOWNSHIP OF WEST WINDSOR**

**BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT  
DEBARRED, SUSPENDED AND DISQUALIFIED  
BY THE STATE OF NEW JERSEY**

**WEST WINDSOR TOWNSHIP  
COUNTY OF MERCER**

I, J. SCOTT NEEDHAM of the Municipality of WEST WINDSOR in the County of MERCER and the State of NEW JERSEY of full age, being duly sworn according to the law on my oath depose and say that:

I am J. SCOTT NEEDHAM, an officer of the firm of Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction list of Debarred, Suspended and Disqualified bidders and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Township relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C. 17:12-6.3 or N.J.A.C. 7:1D-2.2.

PRINCETON AIR CONDITIONING, INC.

Name of Contractor (Type or Print)

  
Signature/Title


PRESIDENT

J. SCOTT NEEDHAM

(Type or Print Name of Affiant)

Subscribed and Sworn before me this

29 Day of SEPT, 2022

  
Notary Public  
My Commission Expires 4/26/26



**BID DOCUMENT SUBMISSION CHECKLIST****TOWNSHIP OF WEST WINDSOR**






(Pursuant to N.J.S.A. 40A:11-23.1b)

Maintain & Service the Heating, Ventilating, & Air Conditioning (HVAC) for various Twp. Building  
*(Name of Project)*

**A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)**

Required with  
Submission of Bid  
By State Statute







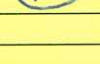


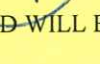
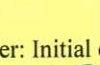
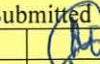




Bidder:  
Initial each item  
Submitted with Bid

<b>X</b>	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	
<b>X</b>	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	
<b>X</b>	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
<b>X</b>	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
<b>X</b>	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	

**B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION**

West Windsor Requires  
w. Submission of Bid





Bidder: Initial each  
Item Submitted w/ Bid

<b>X</b>	Bid Document Submission Checklist	
<b>X</b>	Completed and signed Bid Forms and Items	
<b>X</b>	Acknowledgement of receipt of changes to Bid document Form (if required)	
<b>X</b>	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	
<b>X</b>	Contractors Qualification Questionnaire	
<b>X</b>	Non-Collusion Affidavit (must be notarized)	
<b>X</b>	Mandatory Equal Employment Opportunity Language (must be notarized)	
	Agreement	
<b>X</b>	Hold Harmless Agreement	
<b>X</b>	Prevailing Wage Affidavit	
	Payment Bond	
	Performance Bond	
	Maintenance Bond	
	Contractor's Affidavit	
	Contractor's Release	
<b>X</b>	Americans with Disabilities Act	

**C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION**

West Windsor Requires  
At Award

Bidder: Initial each  
Item Submitted w/ Bid

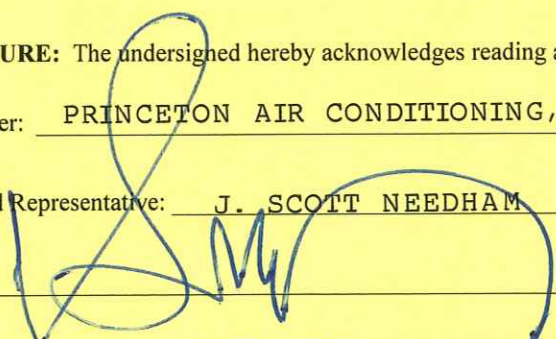
<b>X</b>	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	
<b>X</b>	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	
<b>X</b>	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	
<b>X</b>	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	



**D. SIGNATURE:** The undersigned hereby acknowledges reading and submitting the above listed requirements

Name of Bidder: PRINCETON AIR CONDITIONING, INC.

By Authorized Representative: J. SCOTT NEEDHAM

Signature: 

Print Name and Title: J. SCOTT NEEDHAM, PRESIDENT

Date Signed: 9/29/22

# ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO BID DOCUMENTS FORM

## TOWNSHIP OF WEST WINDSOR

(Name of Local Contracting Unit)

Maintain and Service the Heating, Ventilating, and Air  
Conditioning (HVAC) for various Township Buildings  
(Name of Project)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidder shall take precedence and that failure to include provisions of the changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Notice/Addendum/Revision	How Received (mail, facsimile pick-up, etc.)	Date Received

### Acknowledgement by bidder:

Name of Bidder: PRINCETON AIR CONDITIONING, INC.

### By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: J. SCOTT NEEDHAM, PRESIDENT Date: 9/29/22

## NO BID RESPONSE FORM

**PROJECT:** Maintain and Service the Heating, Ventilating, and Air  
Conditioning (HVAC) for Various Township Buildings

**DATE/TIME:** Friday, September 30, 2022 at 2:00 PM

MY COMPANY DID NOT SUBMIT A BID FOR THE FOLLOWING REASONS CHECKED:

- ( ) WE CANNOT COMPLY WITH SPECIFICATIONS  
( ) WE ARE UNABLE TO MEET DELIVERY NEEDS  
( ) WE CANNOT COMPLY WITH THE TERMS AND CONDITIONS  
( ) WE DO NOT PROVIDE THE PRODUCTS / SERVICES REQUESTED  
( ) OTHER \_\_\_\_\_

☒ WE DO ( ) WE DO NOT WANT TO BE NOTIFIED ABOUT FUTURE TOWNSHIP PROJECTS

PRINCETON AIR CONDITIONING, INC. P.O. BOX 4060 PRINCETON, NJ 08543  
NAME AND ADDRESS OF FIRM

SIGNATURE \_\_\_\_\_ DATE: 9/29/22

**PLEASE RETURN THIS FORM TO:**

BUSINESS ADMINISTRATOR  
TOWNSHIP OF WEST WINDSOR  
271 CLARKSVILLE ROAD  
P.O. BOX 38  
WEST WINDSOR, NJ 08550



## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**Project Name:** HVAC MAINT/SERVICE **Bidder/Offeror:** PRINCETON AIR CONDITIONING, INC.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

☒ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

☒ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the NJ Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

### **PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with West Windsor Township to notify the State of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with West Windsor Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) J. SCOTT NEEDHAM Signature: \_\_\_\_\_

Title PRESIDENT Date: 9/29/22



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

**The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):**

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipeo)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

**List Date: January 10, 2022**