

Project: Maintain and Service the Heating, Ventilating & Air Conditioning (HVAC) Systems for Various Township Buildings Municipality: <u>West Windsor Township</u> County: <u>Mercer</u>		Mack Mechanical, LLC		Princeton Air Conditioning, Inc	
		Contractor Name		Contractor Name	
		10 Congress Circle		39 Everett Drive	
		Street Address		Street Address	
		Medford, NJ 08055		Princeton Jct., NJ 08550	
		City State/Zip		City State/Zip	
		Fixed Monthly Cost	Total Amount	Fixed Monthly Cost	Total Amount
Item	Location	(Jan 1, 2026-Dec. 31, 2026)	(Monthly Cost x 12)	(Jan 1, 2026-Dec. 31, 2026)	(Monthly Cost x 12)
1	Municipal Building	\$1,250.00	\$15,000.00	\$2,120.00	\$25,440.00
2	Police/Court Facility	\$800.00	\$9,600.00	\$2,465.00	\$29,580.00
3	Senior Center	\$700.00	\$8,400.00	\$1,210.00	\$14,520.00
4	Maintenance Bungalow	\$400.00	\$4,800.00	\$150.00	\$1,800.00
5	Public Works	\$350.00	\$4,200.00	\$230.00	\$2,760.00
6	Schenck Farmstead	\$173.60	\$2,083.20	\$205.00	\$2,460.00
7	West Windsor Fire & Emergency Services	\$173.60	\$2,083.20	\$225.00	\$2,700.00
8	Health / Recreation Facility	\$173.60	\$2,083.20	\$245.00	\$2,940.00
		Monthly Total	Yearly Total	Monthly Total	Yearly Total
		\$4,020.80	\$48,249.60	\$6,850.00	\$82,200.00

Bid Opening: Thursday, September 11, 2025 at 2:00pm in Room A

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, 2026 – December 31, 2026)	Total Amount (Monthly Cost x 12)
1. Municipal Building	\$ 1,250.00	\$ 15,000.00
2. Police/Court Facility	\$ 800.00	\$ 9,600.00
3. Senior Center	\$ 700.00	\$ 8,400.00
4. Maintenance Bungalow	\$ 400.00	\$ 4,800.00
5. Public Works	\$ 350.00	\$ 4,200.00
6. Schenck Farmstead	\$ 173.60	\$ 2,083.33
7. West Windsor Fire & Emergency Services Station	\$ 173.60	\$ 2,083.33
8. Health/Recreation Facility	\$ 173.60	\$ 2,083.33
		TOTAL: 48,250.00

Bid Amount:

\$ 48,250.00

Written Figure: FOURTY EIGHT THOUSAND TWO HUNDRED FIFTY ⁰⁰/₁₀₀

The undersigned is a ☒ Corporation under the laws of the State of New Jersey
☐ Partnership
☐ Individual

having its principal office at 10 Congress Cir, Medford, NJ 08055

Check List Enclosures can be found on
BID DOCUMENTS SUBMISSION CHECKLIST

Mack Mechanical LLC
COMPANY
10 Congress Cir,
ADDRESS
Medford, NJ 08055
ADDRESS
87-2965016
FED ID. OR SOCIAL SECURITY
SIGNATURE [Signature]
Emiliano D. Santana
TYPE OR PRINT NAME
Manager
TITLE

TELEPHONE NUMBER
(609) 667-8587
FAX NUMBER
9/9/25
DATE



September 10, 2025

Mack Mechanical LLC
10 Congress Circle
Medford, NJ 08055

RE: **Type of Bond:** Bid Bond for West Windsor Township
 Project: Maintain and Service the Heating, Ventilating and Air Conditioning
 (HVAC) Systems for Various Township Buildings – West Windsor Township
 Bid Date: 09/11/2025
 Bond Number: B 1339677

Hello,

Please find enclosed the bond that was approved by Selective Insurance Company of America. Kindly double check all the enclosed documents, including the Power of Attorney, signatures, dates, amounts, descriptions, and any other attachments. Please check if your signature must be notarized and witnessed before releasing to Obligee(s).

Once executed please retain a copy of these bonds for your records. If you have any questions or need further assistance, please do not hesitate to reach out to me.

Thank you for your attention to this matter.

Regards,

Rebecca Cloutier

Rebecca Cloutier

Account Coordinator

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. **B 1339677**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Mack Mechanical LLC
10 Congress Circle Medford, NJ 08055 (hereinafter called the Principal)
as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under
the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety),
as Surety, are held and firmly bound unto West Windsor Township
271 Clarkesville Road West Windsor, NJ 08550 (hereinafter called the Obligee)
in the full and just sum of 10 % Percent of Total Bid Amount Not to Exceed \$ 20000 Dollars
(\$) good and lawful money of the United States of America, to the payments of which sum of
money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 10th day of September, 2025 A.D.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to
the Principal for

**Maintain and Service the Heating, Ventilating and Air Conditioning (HVAC) Systems for Various Township Buildings –
West Windsor Township**

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall,
in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not
exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full
force and effect.

When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where
the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal
requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory or other
legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory
bond and not as a common-law bond.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Mack Mechanical LLC

WITNESS:

[Signature]
(If individual or firm)

[Signature], PRINCIPAL
By: EMILIANO D. SANTANA (SEAL)
MANAGER

ATTEST:

[Signature]
(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA, SURETY

By: [Signature]
Lydia Baker, Attorney-in-fact

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

B 1339677

SURETY CONSENT

In consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, and for other valuable considerations, Selective Insurance Company of America, herein called the Company, consents and agrees that if the contract for

Maintain and Service the Heating, Ventilating and Air Conditioning (HVAC) Systems for Various Township Buildings – West Windsor Township

for which the preceding proposal is made be awarded to

Mack Mechanical LLC

of **10 Congress Circle Medford, NJ 08055**

, herein

called the Bidder, the Company will become bound as Surety for its faithful performance and will execute the final bonds required, and if the Bidder shall omit or refuse to execute such contract when notified or awarded then the Company will pay to **West Windsor Township**

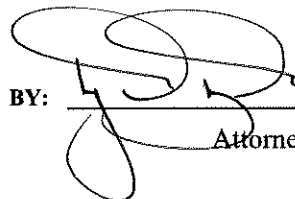
271 Clarkesville Road West Windsor, NJ 08550

, herein

called the Obligee, its damages per the terms of the bid bond provided to the Obligee with the Bidder's proposal and this consent.

Signed, sealed and dated September 10th 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

BY:  _____
Attorney-in-Fact

Lydia Baker

Individual Acknowledgment

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that _____ executed the same.

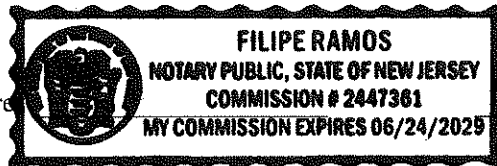
My commission expires _____
Notary Public

Corporation Acknowledgment

State of NEW JERSEY
County of MONMOUTH

On this 10th day of SEPTEMBER, 2025, before me personally came EMILIANO SANTANA to me known, who being by me duly sworn, did depose and say that HE is the MANAGER of BLACK MECHANICAL LLC the corporation described in and which executed the above instrument; that HE knows and seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that HE signed his name thereto by like order.

My commission expires _____



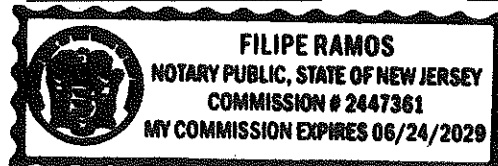
[Signature]
Notary Public

Surety Acknowledgment

State of New Jersey
County of Essex

On this 10th day of September 2025, before me personally came Lydia Baker to me known, who, being by me duly sworn, did depose and say that she is an Attorney-in-Fact of Selective Insurance Company of America the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under then Standing Resolutions thereof.

My commission expires _____



[Signature]
Notary Public

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1339677

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **Lydia Baker**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of:

Five Hundred Thousand Dollars (\$500,000.00)

. This certifies that this Power of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this 10th day of September, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Commercial Lines



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 10th day of September, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION: #2312839

Christine Marie Lawson
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 10th day of September, 2025

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (5-21)

CERTIFIED COPY

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, 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 Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$997,472,396	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$99,747,000	July 1, 2025

(4) The amount of the bond to which this statement and certification is attached is
The Amount Bid .

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, **Hans Buvary**, as AVP, Bond Underwriting Manager, for Selective Insurance Company of America, a corporation domiciled in New Jersey, 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 are false, this bond is VOIDABLE.


(Signature of certifying agent/officer)

Hans Buvary
(Printed name of certifying agent/officer)



AVP, Bond Underwriting Manager
(Title of certifying agent/officer)

Dated: **09/10/2025**
(month, day, year)

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1339677

STATEMENT OF FINANCIAL CONDITION

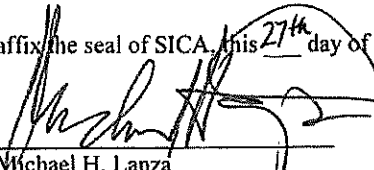
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2024:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,415,998	Reserve for losses and loss expenses	\$1,772,537
Preferred stocks at convention value	16,462	Reserve for unearned premiums	761,885
Common stocks at convention values	87,571	Provision for unauthorized reinsurance	1,111
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	51,956
Short-term investments	226,444	Other accrued expenses	30,452
Mortgage loans on real estate (including collateral loans)	131,381	Other liabilities	<u>595,888</u>
Other invested assets	237,682	Total liabilities	3,213,829
Interest and dividends due or accrued	24,364		
Premiums receivable	724,457	Surplus as regards policyholders	<u>997,473</u>
Other admitted assets	<u>346,943</u>		
Total admitted assets	4,211,302	Total liabilities and surplus as regards policyholders	4,211,302

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 27th day of February, 2025.

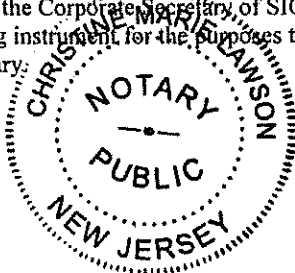

Michael H. Lanza
SICA Corporate Secretary

STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 27th day of ~~FEBRUARY~~ FEBRUARY 2025, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.




Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION: #2312839

Certification 66244

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Feb-2022 to 15-Feb-2029



MACK MECHANICAL L.L.C

10 CONGRESS CIR

MEDFORD

NJ

08055

A handwritten signature in black ink, appearing to read "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO

State Treasurer

Certificate Number
735903

Registration Date: 09/07/2025
Expiration Date: 09/06/2027



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):
Emiliano D Santana, Manager

A handwritten signature in cursive script that reads "RA Angelo".

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

Mack Mechanical LLC
2025

NON TRANSFERABLE

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MACK MECHANICAL LLC
Trade Name:	
Address:	10 CONGRESS CIR. MEDFORD, NJ 08055-0805
Certificate Number:	2697350
Effective Date:	March 01, 2022
Date of Issuance:	May 02, 2022

For Office Use Only:
20220502161341774



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure NJ Partners Insurance Services, LLC 100 Passaic Avenue Suite 120 Fairfield NJ 07004	CONTACT NAME: Lori Joost	FAX (A/C, No): 973-227-4026	
	PHONE (A/C, No, Ext): 973-607-8264	E-MAIL ADDRESS: ljoost@acrisure.com	
INSURED Mack Mechanical LLC 10 Congress Cir. Medford NJ 08055	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allmerica Financial Benefit Insurance Company		41840
	INSURER B: Sentinel Insurance Company, Ltd		11000
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 925273277 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		M059910	6/26/2025	6/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			M059890	7/5/2025	7/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			M059910	6/26/2025	6/26/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	13WECAR8W3T	3/28/2025	3/28/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER TOWNSHIP OF WEST WINDSOR 271 CLARKSVILLE RD P.O BOX 38 WEST WINDSOR, NJ 08550	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Reference List

I Emiliano D. Santana hereby certify that Mack Mechanical LLC
(Respondent) has performed the following work relevant to this BID within the last three (3) years.

Year(s)	Type of Work	Name & Address of Owner
2023,2024,2025	Middlesex County Refrigeration Services	Middlesex County, NJ 75 Bayard Street New Brunswick, NJ 08901
2024-2025	TCNJ HVAC Services	The College of New Jersey 2000 Pennington Rd, Ewing Township, NJ 08618
2024	Borough of Beach Haven	Borough of Beach Haven 300 Engleside Avenue Beach Haven, NJ 08008
2025	Little Egg Harbor Township	665 Radio Rd Little Egg Harbor Township, NJ 08087
2025	Holmdel Township	4 Crawfords Corner Road Holmdel, NJ 07733
2025	City of New Brunswick	City Hall, 78 Bayard Street, New Brunswick, NJ 08901-0269

Company Name Mack Mechanical LLC

Representative Emiliano D. Santana

print

signature

Title Manager

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.

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 thereto, 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.

Signed by EMILIANO D. SANTANA
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of

JAHSIR A COLEMAN
(Notarized)

JAHSIR A COLEMAN
Notary Public, State of New Jersey
My Commission Expires 12/6/2029

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)

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 EMILIANO D. SANTANA



TRACK MECHANICAL

Contractor

Signed, sealed and delivered
in the presence of


(Notarized)



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: Mack Mechanical LLC

Organization
Address: 10 Congress Cir, Medford, NJ 08055

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.**)

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Emiliano Santana	10 congress cir, Medford, NJ 08055

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.**

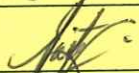
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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):	Emiliano D. Santana	Title:	Manager
Signature:		Date:	9/9/25

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

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

VARIOUS

TOWNSHIP BUILDINGS

County of BURLINGTON

NAME OF PROJECT

I, EMILIANO D. SANTANA

(Name of Partner or Officer of the Firm)

Located at 10 CONANCES CIR. MEDFORD, NJ 08055
(Business Address)

in the County of BURLINGTON and State of NEW JERSEY
being of full age, and duly sworn according to law on my oath depose and say that
I am MANAGER of the firm of TRACK MECHANICAL 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

TRACK MECHANICAL

(Name of Contractor)

in accordance with NJSA 52:34-15.

Subscribed and sworn to before me

this 10th day of September 2025

ASD

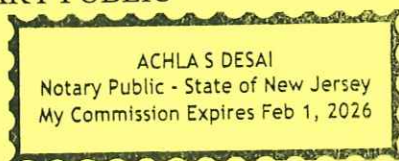
Signature

Achla S Desai

NOTARY PUBLIC

EMILIANO D. SANTANA

NAME OF AFFIANT



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 10th day of SEPT, 2025

MACC MECHANICAL LLC, CONTRACTOR,
bound unto BID BOND FOR THE TOWNSHIP OF WEST WINDSOR
for TO MAINTAIN AND SERVICE THE HEATING, VENTILATION
AND AIR CONDITIONING (HVAC) SYSTEMS
FOR V.I. ACRESURE
(Name of Insurance Company)

[Signature] By JAMES SANTANA
(Witness)

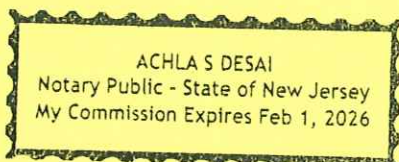
ACKNOWLEDGMENT OF CORPORATE SURETY

State of NEW JERSEY
County of BURLINGTON

On this 10th day of SEPT, 2025, before me appeared Achla Desai, 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 MACC MECHANICAL LLC, 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, Burlington, NJ
(County) (State)

Commission expires: 02/01/2026



**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:

_____ 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 ✓ _____

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

Yes ✓ _____

No _____

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.

Mack Mechanical LLC
Company

[Signature]
Signature

Manager
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:

_____ MACK Mechanical LLC _____

By Authorized Representative:

_____ Emiliano D. Santana _____

Signature:

_____  _____

Print Name and Title:

_____ Emiliano D. Santana _____

Date Signed:

_____ 2/9/25 _____

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 9th day of September, 2025

as a binding act in deed of Mack Mechanical LLC
Name of Organization

[Signature]
Authorized Signature & Title

Emiliano D Santana (manager)
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: _____

Date Signed: _____

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 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: _____

Date Signed: _____

TOWNSHIP OF WEST WINDSOR

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

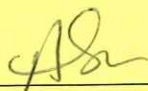
State of New Jersey
County of Burlington : ss

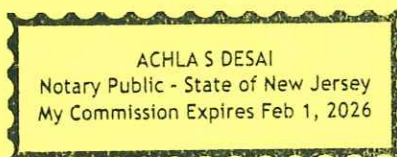
I, Emiliano D. Santana
(Name of Professional Business Entity(s); if a corporation, name of officer making affidavit)

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
10 day of September, 2025.


My Commission expires 02/01/2026



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, Emiliano D. Santora of the Municipality of Medford in the County
of Burlington 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 MANAGER/MACK MECHANICAL, 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.

MACK MECHANICAL EMILIANO D. SANTORA Subscribed and Sworn before me this
Name of Contractor (Type or Print)

20 25

10th Day of SEPTEMBER

Signature/Title

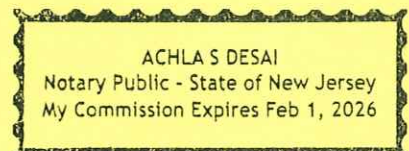
[Signature] MANAGER

EMILIANO D. SANTORA

(Type or Print Name of Affiant)

Notary Public

My Commission Expires 02/01/2026



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 StatuteBidder:
Initial each item
Submitted with Bid

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

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATIONWest Windsor Requires
w. Submission of BidBidder: Initial each
Item Submitted w/ Bid

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


C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATIONWest Windsor Requires
At AwardBidder: Initial each
Item Submitted w/ Bid

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

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

Name of Bidder: MAUR Mechanical LLC

By Authorized Representative: Emiliano D. Santana

Signature: 

Print Name and Title: Emiliano D. Santana (manager)

Date Signed: 9/9/25

**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)

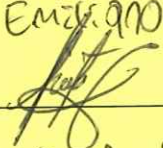
Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the 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
N/A		

Acknowledgement by bidder:

Name of Bidder: MACK MECHANICAL LLC

By Authorized Representative: Emiliano D. Santana

Signature: 

Printed Name and Title: Emiliano D. Santana (Manager) Date: 2/2/25

NO BID RESPONSE FORM

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

DATE/TIME: Thursday, September 11, 2025 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

10 congress in Medford, NJ 08055
NAME AND ADDRESS OF FIRM

SIGNATURE

DATE: 9/10/25

PLEASE RETURN THIS FORM TO:

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

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Mack Mechanical LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.


You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Township of West Windsor is relying on the information contained herein and hereby acknowledge 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 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. 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 the Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Emiliano D. Santana	Title	manager
Signature		Date	9/2/25

SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A General Contractor that intended to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "**IN-HOUSE**" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories, please write the word "**NONE**" in the appropriate space provided.

LIST OF SUBCONTRACTORS

TITLE OF BID: Maintenance of HVAC Systems NAME OF BIDDER: MACIE MECHANICAL LLC

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area

Plumbing and Gas Fitting and All Kindred Work:

Name N/A Phone # _____

Address _____

License Number _____

Electrical Work:

Name N/A Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

Name N/A Phone # _____

Address _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:

Name N/A Phone # _____

Address _____

BID DOCUMENT REQUIREMENT	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.


**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR/CONTRACTOR INFORMATION	
Individual or Organization Name	MACK Mechanical LLC
Physical Address of Individual or Organization	10 Congress Cir, Medford, NJ 08055
Unique Entity ID (if applicable)	87-2965016
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC) ☐ Partnership
☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Emiliano D. Santana	Title:	Manager
Signature:		Date:	9/9/25

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	Emiliano D. Santana
Physical Address	10 Congress Cir, Medford, NJ 08055

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)


<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **West Windsor Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Emiliano D. Santana	Title:	Manager
Signature:		Date:	9/2/25

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

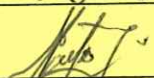
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address

****Add additional sheets if necessary****

OR

<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
--------------------------	---

Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address
Add additional Sheets if necessary	
OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
Section C – Part IV Certification	
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.</p>	
Full Name (Print):	<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Emiliano D. Santana</div> <div style="width: 35%;">Title: Manager</div> </div>
Signature:	<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">  </div> <div style="width: 35%;">Date: 9/2/25</div> </div>

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, 2026 – December 31, 2026)	Total Amount (Monthly Cost x 12)
1. Municipal Building	\$ 2,120.00	\$ 25,440.00
2. Police/Court Facility	\$ 2,165.00	\$ 25,980.00
3. Senior Center	\$ 1,210.00	\$ 14,520.00
4. Maintenance Bungalow	\$ 1,570.00	\$ 18,840.00
5. Public Works	\$ 2,300.00	\$ 27,600.00
6. Schenck Farmstead	\$ 2,005.00	\$ 24,060.00
7. West Windsor Fire & Emergency Services Station	\$ 2,250.00	\$ 27,000.00
8. Health/Recreation Facility	\$ 2,450.00	\$ 29,400.00
		TOTAL:

Bid Amount:

\$ 82,200.00

Written Figure: EIGHTY TWO THOUSAND TWO HUNDRED

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

having its principal office at 39 EVERETT DR, PRINCETON TOWNSHIP, NJ 08550

Check List Enclosures can be found on
BID DOCUMENTS SUBMISSION CHECKLIST

TELEPHONE NUMBER
609-799-3434
FAX NUMBER
609-799-7036
DATE
9/11/2025

PERKINS AIR CONDITIONING, LLC
COMPANY
39 EVERETT DR STE 4
ADDRESS
PRINCETON TOWNSHIP, NJ 08550
ADDRESS
99-3950961
FED ID. OR SOCIAL SECURITY
SIGNATURE
ST. SCOTT NEEDHAM
TYPE OR PRINT NAME
SCOTT NEEDHAM
TITLE

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Princeton Air Conditioning LLC

39 Everett Drive

Princeton Junction, NJ 07922

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Township of West Windsor

271 Clarksville Road

West Windsor, NJ 08550

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

10%

Ten Percent of Amount Bid (Not to Exceed \$20,000.00)

(Not to Exceed \$20,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of September, 2025.

(Witness)

(Witness)

Princeton Air Conditioning LLC

(Principal)

(Seal)

By:

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

(Title) Nancy Singleton

Attorney-in-Fact





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Nancy Singleton all of the city of St. Louis state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Princeton Air Conditioning LLC
Obligee Name: Township of West Windsor
Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of September, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of September, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of September, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries.



LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets	Liabilities
Cash and Bank Deposits.....\$4,608,826,756.00	Unearned Premiums..... \$9,890,896,878.00
*Bonds – U.S Government.....\$4,281,375,446.74	Reserve for Claims and Claims Expense..... \$29,467,071,865.00
*Other Bonds.....\$21,566,489,527.26	Funds Held Under Reinsurance Treaties..... \$341,948,172.00
*Stocks.....\$15,589,644,012.00	Reserve for Dividends to Policyholders..... \$954,025.00
Real Estate.....\$86,497,925.00	Additional Statutory Reserve..... \$150,547,865.00
Agents' Balances or Uncollected Premiums...\$7,512,975,129.00	Reserve for Commissions, Taxes and Other Liabilities..... \$5,049,906,410.00
Accrued Interest and Rents.....\$225,249,712.00	Total..... \$47,104,416,171.00
Other Admitted Assets.....\$19,367,663,200.00	Special Surplus Funds..... \$174,153,086.00
Total Admitted Assets.....\$74,539,483,661.00	Capital Stock..... \$10,000,075.00
	Paid in Surplus..... \$13,209,595,772.00
	Unassigned Surplus..... \$13,415,980,561.00
	Surplus to Policyholders..... \$27,435,067,490.00
	Total Liabilities and Surplus..... \$74,539,483,661.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

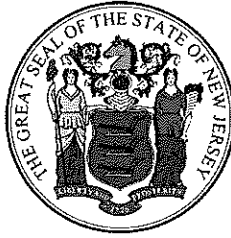
I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary



State of New Jersey
Department of Banking and Insurance

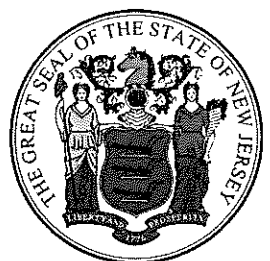
CERTIFICATE OF AUTHORITY

Date: **MAY 2, 2025**

NAIC Company Code: **23043**

THIS IS TO CERTIFY THAT THE **LIBERTY MUTUAL INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2026, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines
- 10 - Aircraft Physical Damage
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 14 - Credit
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 02 - Earthquake
- 20 - Physical Loss to Buildings
- 21 - Radioactive Contamination
- 22 - Mechanical Breakdown/Power Failure
- 26 - Accident and Health
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine
- 06 - Workers Compensation and Employers Liability
- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage



JUSTIN ZIMMERMAN
COMMISSIONER, BANKING AND INSURANCE

COMPANY NAME: LIBERTY MUTUAL INSURANCE COMPANY NAIC COMPANY CODE: 23043

STATUTORY HOME ADDRESS:

175 BERKELEY STREET

BOSTON, MA 02116



SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable 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 surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$74,539,483,661.00 as of the calendar year ended December 31, 2024, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2023 in the amount of \$1,762,981,000.00.
- 4) The amount of the bond to which this statement and certification is attached is \$ 10% of Amount Bid (Not to Exceed \$20,000.00)
- 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 Item (3) above, then for each such contract of reinsurance:

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

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
(Not Applicable)		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.

CERTIFICATE

I, Nathan J. Zangerle, as Assistant Secretary for Liberty Mutual Insurance Company, a corporation domiciled in Massachusetts, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Liberty Mutual Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Liberty Mutual Insurance Company are false, this bond is VOIDABLE.

LIBERTY MUTUAL INSURANCE COMPANY

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

Dated: September 11, 2025

CONSENT OF SURETY

IT IS HEREBY UNDERSTOOD AND AGREED THAT Liberty Mutual Insurance
Company organized and existing under
the laws of the State of MA and licensed to do business in
the State of NJ certifies and agrees, that if contract for :
Township of West Windsor

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

is awarded to: Princeton Air Conditioning LLC

the undersigned Corporation will execute the bond or bonds as required by the
contract documents and will become Surety in the full amount set forth in the contract
documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 11th day of September, 2025

Liberty Mutual Insurance Company

By: Nancy Singleton
Nancy Singleton Attorney-in Fact





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Nancy Singleton all of the city of St. Louis, state of MO, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Princeton Air Conditioning LLC

Obligee Name: Township of West Windsor

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of September, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of September, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of September, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries.

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

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

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

X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	
X	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:

By Authorized Representative:

Signature:

Print Name and Title:

Date Signed:

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
NONE		

Acknowledgement by bidder:

Name of Bidder:

FRANCIS AIR CONDITIONING

By Authorized Representative:

Signature:

[Signature]

Printed Name and Title:

J. SCOTT NEEDHAM, Corp

Date:

9/10/25

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: PRINCEGEON AIR CONDITIONING, LLC

Organization
Address: 39 EVERETT DR., STE A, PRINCETON TOWNSHIP, NJ 08530

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.)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
HXSN INTERMEDIARY HOLDINGS LLC	80 INDUSTRIAL RD. BERKELEY HEIGHTS NJ 07922
HOMEX SERVICES GROUP LLC	1 VERNINGTON RD. LINCOLN RI, 02865
HXSG HOLDINGS CO, LLC	1 VERNINGTON RD. LINCOLN RI, 02865

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.**

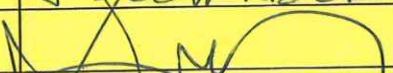
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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
NUSEF HOLDING III LP	1633 BROADWAY, 48TH FL, NY, NY 10019
HOMEX SERVICE HOLDING CO. LLC	33 E. BENDISER PL, #2N, CHICAGO, IL 60611

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:	Comm Sales Rep
Signature:		Date:	9/10/25

SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A General Contractor that intended to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "IN-HOUSE" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories, please write the word "NONE" in the appropriate space provided.

LIST OF SUBCONTRACTORS

TITLE OF BID: NAVA, SC WAC VARIO NAME OF BIDDER: FANKEER AR CND

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area

Plumbing and Gas Fitting and All Kindred Work:

NONE

Name _____ Phone # _____

Address _____

License Number _____

Electrical Work:

NONE

Name _____ Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

NONE

Name _____ Phone # _____

Address _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:

Name _____ Phone # _____

Address _____

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.

FRANKLIN AIR CONDITIONING, LLC
Name of Contractor (Type or Print)

20
[Signature]
Signature/Title

J. SCOTT NEEDHAM
(Type or Print Name of Affiant)

Subscribed and Sworn before me this

11 Day of September, 2025

[Signature]
Notary Public
My Commission Expires 4/26/26

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? 5A

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

Yes ___ No ☒ 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 ☒ 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 ☒ 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 ☒ No ___ If no, please give a full explanation in the bidder's cover letter.

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 39 EVERETT DR. GREAT PRINCETON TOWNSHIP, NJ 08540
(Business Address)

in the County of Mercer and State of NEW JERSEY
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, LLC 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.

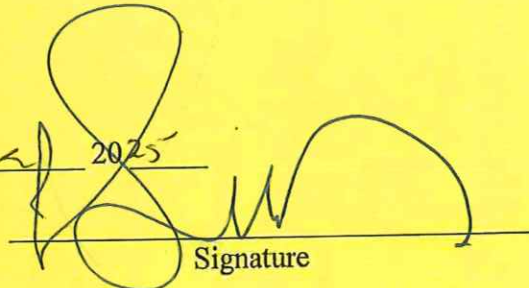
I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contact upon an agreement of understanding for a commission, percentage,
brokerage or contingent fee, except bona fide employees of bona fide established commercial or
selling agencies maintained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

PRINCETON AIR CONDITIONING, LLC
(Name of Contractor)

in accordance with NJSA 52:34-15.

Subscribed and sworn to before me

this 11 day of September 2025


Signature


NOTARY PUBLIC

Commission Expires 4/26/26

J. SCOTT NEEDHAM
NAME OF AFFIANT

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

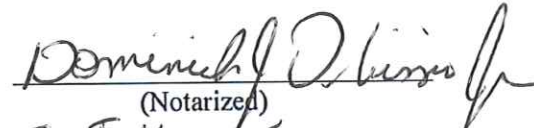
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance)

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


Contractor

Signed, sealed and delivered
in the presence of


(Notarized)
Sept. 11, 2005
Commission expires 4/26/26

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:

PRINCEGEON AIR CONDITIONING, LLC

By Authorized Representative:

J. SCOTT NEEDHAM

Signature:

[Handwritten Signature]

Print Name and Title:

J. SCOTT NEEDHAM

Date Signed:

9/10/25

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 10TH day of SEPTEMBER, 2025

as a binding act in deed of FENNER AIR CONTROLS, LLC
Name of Organization

[Signature]
Authorized Signature & Title

J. SCOTT NEEDHAM
Print Authorized Signer's Name & Title

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 thereto, 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.

Signed by


Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of


(Notarized)

September 11, 2025

Commission expires 4/26/26