



COUNTY OF UNION
BID SUBMISSION CHECKLIST

**BA# 28-2019 KITCHEN EXHAUST
SYSTEM SERVICE**

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 3. Stockholder Disclosure Certification (2 pages) – *fill out completely and notarize*
- _____ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- _____ 5. Affirmative Action Requirement
- _____ 6. Disclosure of Investment Activities in Iran
- _____ 7. Americans with Disabilities Form
- _____ 8. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- _____ 9. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED
- _____ 10. Experience Statement
- _____ 11. Expertise Statement
- _____ 12. Certificate from NJ Department of Labor – Public Works Contractor Registration

Each bidder should complete this form, initial each entry, sign and date at the bottom and submit with bid.

NAME OF BIDDER: _____ DATE: _____

COUNTY OF UNION

Notice To Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or her designee on July 16, 2019, at **2:30 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

BA# 27-2019 – WATER TREATMENT SERVICES AND SUPPLIES

&

BA# 28-2019 – KITCHEN EXHAUST SYSTEM SERVICES

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

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

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Laura M. Scutari, QPA, Director of Purchasing

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

GENERAL SPECIFICATIONS

Revised 4/21/2016
Goods & Services

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 on the date and time and in the place noted on the sheet marked "Notice to Bidders".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Notice to Bidders" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. In the event there is a discrepancy between any unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6(d).

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received.

All delivery costs (FOB: Union County Ship to Address) shall be included in the total bid prices, unless the bid specifications specifically state otherwise.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement must be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Sub-contractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount

The County of Union shall award the contract or reject all bids within sixty (60) days; except that the bids of any bidders' who consent thereto may, at the request of the County, be held for consideration such longer periods as may be agreed.

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest responsible bids. The bid bonds of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

3. QUALIFICATION OF BIDDERS

The County of Union may make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, Firm or Partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

4. RESERVATIONS

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

5. AWARD AND EXECUTION OF CONTRACTS

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 60 days; except that the bids of any bidders who consent thereto may, at the request of the County be held for consideration for such longer periods as may be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

6. BRAND NAMES

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands may be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with the bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles, or materials, and the decision shall be final.

The trade name(s) or brand name(s) offered must be shown on the vendor's response bid form pages.

7. PATENT CLAIMS

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

8. INSURANCE REQUIREMENTS

Vendor shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured. The General Liability Insurance coverage is provided on primary and non-contributory basis to the County of Union, et al.
- b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

*Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. INDEMNIFICATION REQUIREMENTS

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting therefrom, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

11. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

12. INVESTMENT ACTIVITIES WITH IRAN

Pursuant to P.L. 2012, c.25, codified as NJSA 52:32-55 et seq., prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

13. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

14. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the work, and must remove from the work any incompetent, unsuitable, or disorderly person upon complaint from the County.

The parties to any contract resulting from this bid do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A 34:11-56.30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

15. PAYMENT OF WAGES OR BENEFITS WITHIN TIME

The County of Union requires all bidders to comply with N.J.S.A. 2C:40 A-2. Failure of an employer to pay wages or benefits within time specified will result in a penalty for the violation.

"In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement made with a collective bargaining agent or with an individual employee which requires the payment of (a) wages or of benefits, or (b) contributions for the support of a fund out of which benefits may be paid, including, without limitation upon the generality of the foregoing, any pension fund, welfare fund or any fund for the support of any program or programs in any trade, profession or occupation concerned in such agreement, or other penalties in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within thirty (30) days after such payments are by said agreement to be made, or in the case of wages, if the agreement fails to specify the time of payment, then within the time specified for the payment of wages by Section 2, P.L. 1965, c.173 (N.J.S.A. 34:11-42) is a disorderly person".

If such employer is a corporation, the officer or employee responsible for such willful failure or refusal is a disorderly person.

16. PREFERENCE FOR DOMESTIC PRODUCTS

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

17. ON SITE STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and County may offer available space, if any, for storage of such materials or equipment. The contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

18. FINAL CLEAN UP

Upon completion of each project assigned, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in a manner acceptable to the County, all areas that may have been damaged in the prosecution of the work.

19. SUB-LETTING OF WORK

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of work: plumbing, heating, ventilation and air conditioning, electrical, ornamental iron, structural steel and steam power. If these trades are expected to be part of the contract, such subcontractors should be listed on the bid sheet entitled "List of Subcontractors". Substitutions of any listed subcontractors pursuant to N.J.S.A. 40A:11-16 will not be permitted except with the consent of the Director.

Except for the List of Subcontractors, pursuant to N.J.S.A. 40A:11-16, no portion of the work will be sublet by the Contractor to any other entities, except with the consent of the Director of Facilities Management. A complete list of approved subcontractors must be submitted to the Director prior to the start of work. All Subcontractors will be subject to N.J.S.A. 34:11-56 et al.

20. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall at times conduct the work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

21. UTILITIES

The bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the work. The County will advise contractor of the location of these utilities and structures, but the accuracy and completeness of this information is not guaranteed by the County. The bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all-underground structures and pipes within the site of the work assigned. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers can be obtained from the Division of Facilities Management and their notification and involvement in any work on County locations should be coordinated with the Department. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities in compliance with **New Jersey One-Call**. In excavating in any part of the work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final approval of the work by the Director of Facilities Management.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the work as agreed upon with the Department, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the work in order to relocate or protect their facilities and not hinder or delay unnecessarily the work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or the performance of any work in connection with the moving of said structures unless the Contractor is specifically ordered by the County to furnish such materials, equipment, or services.

22. PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted work.

23. INSPECTION

The work must be done in accordance with the work procedures agreed upon by the contractor and the Division of Facilities Management, and will be inspected by the Director of the Department. An inspector may be placed upon the work site at any time by the County to see that the instructions of the County are carried out.

24. DAMAGES

The Contractor will be held responsible for all damages that may occur to work, or to persons or property by reason of the nature of the work or from the elements, or by reason of inadequate protection of the work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the work until all suits or claims for damages sustained on, or by reason of, the Contractor will have settled this work.

25. DEFAULT OF CONTRACT

If at any time the work under this contract is abandoned or neglected, or any part thereof is unnecessarily delayed, or if the Contractor will prosecute the work without due diligence, or with an insufficient force to complete the work in the time specified in the opinion of the Director of the Division of Facilities Management, then the Director may declare the Contractor in default, may employ other parties to complete the work, use such material as may have been procured and may procure all other material necessary for the completion of the work called for in this contract. The expense incurred by him in such procedure will be deducted from any moneys due the Contractor. The Contractor or his surety company will pay the amount of the excess to the County on notice from the Director.

26. AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General requirements of P.L. 1975, c. 127. You are hereby put on notice that:

- A. Procurement, Professional & Service Contracts; all successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract one of the following:
 - 1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.
 - 2. A photocopy of your Certificate of Employee Information Report.
 - 3. A completed Affirmative Action Employee Information Report (AA302).

If the successful vendor does not submit the affirmative action document within the seven (7) days, the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

27. TERMINATION OF CONTRACT

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so. Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

28. RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. and N.J.A.C 5:89-5 et seq., which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXHIBIT B

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

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor

or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

The recently enacted P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/busregcert.shtml. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the bid is considered a **MANDATORY REJECTION** of bids (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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

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

SPECIFICATIONS

The purpose and intent of this bid is to obtain an experienced vendor to provide the County of Union with **Kitchen Exhaust System Services** that includes Repair, Scheduled Maintenance and Cleaning of the Gaylord Kitchen Exhaust System at the Oriscello Correctional Facility (Union County Jail) located in Elizabeth, NJ for the Division of Facilities Management as specified in the following pages. The term of the contract will be for twenty-four (24) months with the provision for one (1) twenty-four (24) month extension.

1. GENERAL

All bidders must be experienced in testing, servicing and repairing the equipment of the same manufacture, type and size installed in the facility of the County. All work shall be performed from Monday through Friday during the hours of 8:00 am – 4:00 pm.

The COUNTY OF UNION reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible and responsive bid meeting the requirements of this specification pursuant to N.J.S.A. 40A:11-13.

STANDARD: The specification herein states the minimum requirements of the County. Unauthorized conditions, limitations, or provisions will be cause for rejection. The COUNTY OF UNION may consider as “irregular” or “non-responsive” and reject any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient literature to enable the County to make a reasonable determination of compliance to the specification. It will be the bidder’s responsibility to carefully examine each item of the specification.

2. DESCRIPTION OF SERVICE

Each service visit shall commence with a test of the mechanical, electrical, metal and plastic plumbing, fire dampers and computer controls to ensure the units are operating at peak levels and meet code requirements. Once the systems are found to be performing satisfactory, the cleaning phase shall begin.

The systems shall than be placed into a wash cycle and all internal spray heads are checked to ensure they are properly operating and positioned. If necessary, all internal spray heads are to be cleaned and positioned to achieve a total internal wash. Gutters and drain lines are to be inspected to confirm there are no obstructions and are running freely. During the duration of the wash cycle, the water temperature and water-to-detergent ratios are to be set to meet the requirements of the system.

At the conclusion of the wash cycle, the hoods shall be entered to perform a total internal cleaning. When complete, the external stainless steel hoods and canopies shall be wiped clean of all cooking stains and a shining agent is to be applied to promote a clean, like-new appearance.

The service crew will than be escorted by a Union County Correctional Facility Maintenance employee to the exhaust fan. The fan chamber and both sides of the fan blades are to be cleaned.

The final phase concludes with the removal of the covers of the grease traps. All solids are to be removed and placed in tightly sealed bags. The grease trap covers are then to be reinstalled and the sealed bags are to be deposited in the facility dumpster located on the site.

Upon completion, the Union County Correctional Facility Maintenance Supervisor will then inspect all areas to verify that all specified services have been performed and that the systems have been left clean and in operational condition. A dated Certification is to be posted on the hoods and the supervisor will then sign the vendor worksheet, with a copy to remain on site.

3. FREQUENCY OF SERVICE

Services shall be performed bi-monthly for a total of six (6) times annually. Dates of required service will be provided after award of contract.

4. EMERGENCY CALL-BACK SERVICE

Emergency callback service for all repairs shall be provided within two (2) hours, twenty-four (24) hours a day, seven (7) days a week. If repairs cannot be made immediately, the mechanic shall notify the Director of Facilities Management as to the reason why and provide supplemental information regarding the restoration of services. Overtime shall be charged appropriately according to the guidelines of the Wage determination for this service.

5. EXPERIENCE

Each bidder must submit with their bid an experience statement naming facilities presently under contract with similar equipment along with the names and phone numbers of the main contact person at each facility. As a minimum, one (1) reference must be a correctional facility.

The service contractor shall provide documentation as to their expertise in the fields of service specified including proof as a Certified Service Agent of Gaylord Industries for Gaylord Systems. This may include Certificates of Training, Education and Authorized Dealership.

6. WAGE DETERMINATION

The State of New Jersey has decided that the Wage Determination for the field of service applicable to this bid falls under the title: **Plumber**. Official prevailing wage determinations are issued by the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance, Public Contracts Section, for specific projects and services. If and when the Wage Determination hourly rate is increased by the State, it is the intent of these specifications to recognize that the wage determination shall be considered a benchmark and if that benchmark is increased by the State, the contractor will have the ability to ask for an increase in the contracted hourly rate of this public bid in that exact same amount as the posted State increase and, if judged to be in the best interests of the County of Union, a new hourly contract rate will be allowed.

It is the policy of the County of Union to avoid scheduling any work that exceeds 8 hours a day and to avoid scheduling work on Saturdays, Sundays and Holidays. Therefore, the successful bidder will be determined by the regular hourly rate bid.

In the rare event that the County asks the service contractor to work after hours or extra hours, the allowance for additional charges will be in accordance with the Wage Determination for Pipefitting.

Although these pages include State required notation of the use of subcontractors due to the mandated use of Wage Determination, the service contractor will be solely capable of all specified service detailed herein.

7. SITE EXAMINATION

The bidder shall carefully examine the site, comparing it with specifications. Bidder shall contact Rich Cardozo at (908) 558-2542 of the Division of Facilities Management to schedule a site visit. Parties submitting bids will be held to have accepted the terms and conditions as expressed in the specifications.

8. QUALITY OF WORK

All work shall be performed by experienced technicians in a safe and competent manner approved by the County and in compliance with the current local, state, federal and OSHA codes. The County of Union has existing service contracts for various trades, such as electrical. It would be a requirement of the successful bidder of this contract that he could work seamlessly with the other County contractors and/or County personnel if a repair project arises.

By submitting a proposal, the bidder states that he has carefully examined the specifications and site; that from his investigation, he has satisfied himself with the local conditions and all matters that may affect his performance. Because of such examinations, he fully understands his obligations, and that he will not make any claim for, or have any right to damages, because of lack of any information.

9. FURNISHING REPAIR PARTS

The Contractor shall advise the County of any parts required to perform the requested repairs or installation. The County shall furnish all parts required, unless the Contractor is requested to furnish them. Where directed to furnish parts, the Contractor shall submit a cost estimate to the County for budgetary purposes.

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

Materials, equipment and installation shall comply with all current rules and regulations of all applicable Federal, State, County and Local Laws, ordinances and regulations. All work shall be executed in a competent manner and shall present a neat and professional appearance when completed.

Please note that the provision is for repair parts **only**, and the contractor shall never be entitled to charge for any goods needed to complete repairs or service including, but not limited to, the use of contractor owned equipment, tools, chemicals, clean-up supplies or safety equipment.

10. NON-COVERED REPAIRS

The service contractor shall also be responsible for repairs that are not covered under the service contract agreement. The service contractor and Facilities Management must agree whether a repair is covered under the service contract before any work can proceed.

In the event of non-covered repairs that are billed hourly outside of the service contract, the following guidelines are mandatory:

- It is the policy of the County of Union to avoid scheduling any work that exceeds 8 hours a day and to avoid scheduling work on Saturdays, Sundays and Holidays. Therefore, the regular hourly rate should be used on the Bid Form Pages.
- In the rare event that the County asks the service contractor to work after hours, the allowance of a time and a half rate charge and/or double time rate charge will be in accordance with the Wage Determination of **Plumbers** for Overtime.

11. PAYMENT FOR REPAIR PARTS

The County estimates spending \$20,000 for parts and materials (excluding mark-up) as part of the service work throughout the term of the contract. Parts/Materials Prices: All materials shall be invoiced at actual wholesale cost plus a percentage (%) markup. Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the County. The contractor shall maintain an adequate inventory of applicable supplies, spare parts, and replacement equipment within the service vans and/ or at the contractor's place of business, so emergency repairs can be made using agency's equipment at once with a minimum of shutdown time.

12. INSTRUCTIONS FOR 1C ON BID FORM PAGE

For the purpose of this Bid: assume repair parts and materials estimate of \$5,000. Calculate percentage of mark-up charges on wholesale cost of repair parts by multiplying \$5,000 by your standard markup %, add that product to \$5,000 and put that sum on the appropriate line of the bid form page.

e.g. \$1,000 x 1% = \$10. Adding that to \$1,000 would give you a sum of \$1,010.

13. INSTRUCTIONS FOR 1D ON BID FORM PAGE

The formula to determine discount for Gaylord parts is as follows:

EDF* minus (EDF* times the % of discount) = the subtotal of the group.

e.g., if the EDF was \$1000 and the discount bid was 10%:

$$\text{Group X:} \quad \underline{\$1,000} \quad - \quad (\$1,000 \times \underline{10\%}) \quad = \quad \$ \underline{900}$$

*EDF being the Estimated Dollar Figure

14. PAYMENT TO VENDOR

To be made within forty-five (45) days after the receipt of Vendor's invoice and a signed County voucher attesting to the services by some officer or duly designated employee of the using County entity and after

approval of the appropriate Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

15. ESTIMATES AND OPEN END DESCRIPTION

The quantities specified are derived from historical purchasing records of the county and the respective cooperative members and are given for the information of the bidder and for the purpose of bid evaluation. The bidder should understand the quantities (in this case, the repair hours) estimated in these specifications are in no way guaranteed as minimum or maximum quantities.

The estimated quantities provided do not indicate the actual quantities that the successful bidder will be required to furnish and deliver, since the actual quantities may vary with several factors and which will be developing during the term of the contract. There shall be no minimum purchase obligation on the part of the County.

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE AN OPEN END CONTRACT PURSUANT TO N.J.A.C. 5:30 ET SEQ. AND IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID FOR EACH ITEM SHALL BE ZERO (0) HOURS AND THE MAXIMUM SHALL BE ESTIMATED QUANTITY FOR HOURS ON THE BID FORM PAGE.

BID FORM PAGE

(Page 2 of 2)

THE PERIOD OF THE CONTRACT SHALL BE FOR TWENTY-FOUR (24) CONSECUTIVE MONTHS WITH PROVISION FOR ONE (1) TWENTY-FOUR (24) MONTH EXTENSION SUBJECT TO THE FOLLOWING LIMITATIONS: THE EXTENSION CONTRACT SHALL BE AWARDED BY RESOLUTION OF THE GOVERNING BODY (WITHIN 60 DAYS PRIOR TO THE EXPIRATION DATE) UPON A FINDING BY THE GOVERNING BODY THAT THE SERVICES ARE BEING PERFORMED IN AN EFFECTIVE AND EFFICIENT MANNER.

NJSA 40A: 11-15 PROVIDES THAT ANY PRICE CHANGES PURSUANT TO EXTENSIONS OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE BASED UPON THE PRICE OF THE ORIGINAL AGREEMENT AS CUMULATIVELY ADJUSTED PURSUANT TO ANY PREVIOUS ADJUSTMENT OR EXTENSIONS AND SHALL NOT EXCEED THE CHANGE IN THE INDEX RATE FOR THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT QUARTERLY CALCULATION AVAILABLE AT THE TIME AGREEMENT IS RENEWED. THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS BASED ON THE ANNUAL PERCENTAGE INCREASE IN THE IMPLICIT PRICE DEFLECTOR FOR STATE AND LOCAL GOVERNMENT SERVICES, COMPUTED QUARTERLY BY THE US DEPT. OF COMMERCE, BUREAU OF ECONOMIC ANALYSIS.

ANY EXTENSION OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE SUBJECT TO THE AVAILABILITY AND APPROPRIATION ANNUALLY OF SUFFICIENT FUNDS BY THE COUNTY OF UNION PURSUANT TO NJSA 40A: 11-15.

THE COUNTY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT WITH WRITTEN NOTICE TO THE CONTRACTOR THIRTY (30) DAYS PRIOR TO SUCH ACTION.

NAME OF BIDDER _____

BIDDER SIGNATURE PAGE

Rev. 3/27/12

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE:

FAX:

EMAIL:

BY:
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

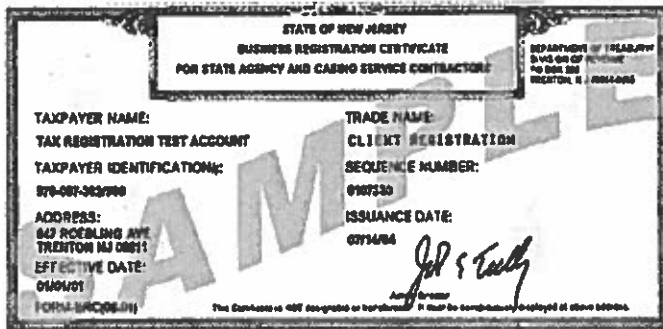
BUSINESS REGISTRATION Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

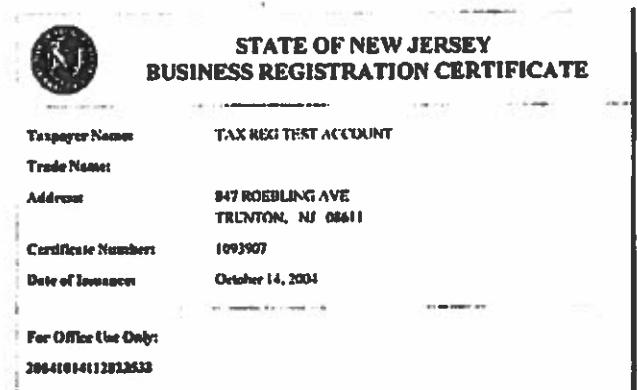
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
400 BOE BLVD
TRENTON, NJ 08611

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 978-087-363790
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC06(11)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0187330
ISSUANCE DATE: 03/14/04

Jed S. Tully
Amy Spruce

The Certificate is NOT negotiable or transferable. It must be accompanied & displayed at all times.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112812633

ATTACH BRC HERE

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *County of Union* 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 *County of Union* to notify the *County of Union* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *County of Union* to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF _____ SS:
COUNTY OF _____

I _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

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

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

Print or type FIRM NAME here

Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Print or type NAME and TITLE here

Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER: _____

COUNTY OF UNION NEW JERSEY
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: _____ Vendor/Bidder: _____

PART 1
CERTIFICATION
VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE#: _____
Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: _____

EXPERIENCE STATEMENT

Each bidder must submit with their bid an experience statement naming facilities presently under contract with similar equipment along with the names and phone numbers of the main contact person at each facility. As a minimum, one (1) reference must be a correctional facility.

NAME OF BIDDER _____

EXPERTISE STATEMENT

The service contractor shall provide documentation as to their expertise in the fields of service specified including proof as a Certified Service Agent of Gaylord Industries for Gaylord Systems. This may include Certificates of Training, Education and Authorized Dealership.

NAME OF BIDDER _____

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Plumber PREVAILING WAGE RATE

	05/01/19
Foreman	W59.61 B35.77 T95.38
General Foreman	W63.47 B35.77 T99.24
Journeyman	W55.19 B35.77 T90.96

Craft: Plumber APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	30%	45%	55%	65%	75%					
Yearly										
Benefits	13.35	19.71	21.51	23.34	25.13					

Ratio of Apprentices to Journeymen - *

* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

Craft: Plumber COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 5-1-19:

INTERVAL	PERIOD AND RATES				
Yearly	30%	45%	55%	65%	75%
Benefits	14.19	20.58	22.41	24.26	26.08

FOREMAN REQUIREMENTS:

- On any job having 2 or more Plumbers, 1 must be designated a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 15%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays, shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.